

## INVITATION FOR QUALIFICATION

AND

## TECHNICAL PROPOSAL

### FOR DEVELOPMENT OF *VISAKHAPATNAM* RAILWAY STATION

(Invitation Document No.: PCE/ECOR/PLG/2016-17/1)

**Date, Month, Year: 08.02.2017**

#### INVITATION DOCUMENT

Reply to queries, uploading of amendments to Invitation Document, if any, on website	18.04.2017
Last date of submission of Application	24.05.2017 (Up to 15.30 hrs)
Date of opening of Applications	24.05.2017 (15.30 hrs)

All Applicants are advised to see amendments, if any, before submission of the Application. Applicants have to download the amendments / amended Invitation Document and submit the same with the Application. In case the Applicant does not submit the amended Invitation Document, it will be presumed that the Applicant has seen the amendments/ amended Invitation Document and the Application will be evaluated accordingly. The decision of the Authority shall be final.

Note: Once sold to a particular Applicant, the Invitation Document is not transferable. The Invitation Document Fee shall be non-refundable.

**Authority Logo:**



**Authority Name :** EAST COAST RAILWAY, MINISTRY OF RAILWAYS  
GOVERNMENT OF INDIA.

**Address :** OFFICE OF THE PRINCIPAL CHIEF ENGINEER  
EAST COAST RAILWAY  
RAIL SADAN, CHANDRASEKHARPUR  
BHUBANESWAR- 751017, ODISHA

## **I. DISCLAIMER**

The information contained in this Invitation Document or subsequently provided to Applicants, whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Applicants on the terms and conditions set out in this Invitation Document and such other terms and conditions subject to which such information is provided.

This Invitation Document is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this Invitation Document is to provide interested parties with information that may be useful to them in the formulation and submission of their application pursuant to this Invitation Document.

This Invitation Document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Invitation Document may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Invitation Document. The assumptions, assessments, statements and information contained in this Invitation Document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Invitation Document and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty as to the accuracy, reliability or completeness of the information in this document and the Authority shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Invitation Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Invitation Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Invitation Document or arising in any way with qualification of Applicants for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements, explanations, information, etc., contained in this Invitation Document.

The Authority 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 Invitation Document.

The issue of this Invitation Document does not imply that the Authority is bound to select and short-list qualified Applications for participation in the Bid Stage or to appoint the selected Bidder as the Developer for the Project and the Authority reserves the right to reject all or any of the Applications, Technical Proposals or Bids received, without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. Responsibility for all such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process, except to the limited extent set out in respect of compensation for DPR as per terms herein and Bid Document.



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### III. ABBREVIATIONS / GLOSSARY

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<b>Letter of Intent / LOI</b>	As defined in Clause (l)
<b>License Fee</b>	As defined in Clause (li)
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<b>ATM</b>	Automated Teller Machine
<b>BOO</b>	Build-Own-Operate
<b>BOLT</b>	Build-Own-Lease-Transfer
<b>BOQ</b>	Bill of Quantities
<b>BOT</b>	Build - Operate - Transfer
<b>BOOT</b>	Build – Own - Operate - Transfer
<b>CPWD</b>	Central Public Works Department
<b>EPC</b>	Engineering-Procurement-Construction
<b>FSI</b>	Floor Surface Index
<b>FAR</b>	Floor Area Ratio
<b>NOC</b>	No Objection Certificate
<b>OECD</b>	Organisation for Economic Co-operation and Development
<b>OHE</b>	Over Head Equipment
<b>QCBS</b>	Quality cum Cost based System
<b>RDSO</b>	Research, Design and Standard Organisation, MOR
<b>SRMS</b>	Station Redevelopment Management System
<b>S &amp; T</b>	Signal and Telecommunication

#### IV. DEFINITIONS

In this Invitation for Qualification and Technical Proposal document (**‘Invitation Document’**), the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- (i) **“Applicant(s)”** means interested party/parties/ consortia that make an Application in accordance with the provisions of this Invitation Document. The term ‘Applicant’ shall also include each Member of the Consortium, unless repugnant to the context;
- (ii) **“Application”** means application made in response to this Invitation Document, comprising of (a) Eligibility Proposal and (b) Technical Proposal, submitted to the Authority;
- (iii) **“Application Due Date”** means the last date and time by which an Application shall be prepared and submitted by an Applicant;
- (iv) **“Annual Lease Rent”** shall mean the annual lease rent payable to the Authority by the Developer, as per the terms of the Development Agreement;
- (v) **“Applicable Laws”** shall mean all treaties, covenants, laws, bye-laws, statutes, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, rulings, rule of law, decrees or other requirements or official directives, clearances, approvals or similar form of decision of any Government Authority or person acting under any Government Authority and / or of any statutory authority in the Republic of India including inter-alia the Railways Act, 1989, other applicable laws and rules and regulations notified or to be notified thereunder;
- (vi) **“Appointed Date”** shall have the meaning as ascribed to it in the Development Agreement;  
including e rules and regulations notified or to be notified under
- (vii) **“Associate”** means, in relation to an Applicant/ Consortium Member, a person who directly or indirectly, controls, is controlled by, or is under the common control with such Applicant/ Consortium Member. As used in this definition, the expression “Control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract or otherwise;
- (viii) **“Authority”** means Zonal Railway having jurisdiction of Railway Station, Ministry of Railways, Government of India and specified in Clause 1.1.1(d);

- (ix) **“Bids”** means financial-cum-commercial offers submitted by Bidders in response to and in accordance with the Bid Document and other documents provided by the Authority;
- (x) **“Bid Document”** means the document inviting Bids at the second stage of Bidding Process, the purpose of which is to provide interested Bidders with information related to Bid Stage that may be useful to them in formulation of their Eligibility Proposal and financial Bids and invite from them Eligibility Proposals and financial Bids for the Project, and shall include any modifications, amendments or alterations or clarifications thereto;
- (xi) **“Bid Due Date”** means the last date and time, as may be specified in the Bid Document, for submission of Bid;
- (xii) **“Bid Security”** means the amount as may be specified in the Bid Document, which a Bidder will be required to deposit along with its Bid to secure the performance of any obligation under the Bid Document;
- (xiii) **“Bid Stage”** means the second stage of Bidding Process for inviting Bids;
- (xiv) **“Bidders”** mean the bidders who participate in the Bid Stage, for award of the Project;
- (xv) **“Bidding Documents”** collectively means this Invitation Document, Bid Document and any other documents as may be provided by the Authority;
- (xvi) **“Bidding Process”** means the two-stage process adopted by the Authority for selection of the Developer for the Project;
- (xvii) **“Commercial Development Project”** shall mean the development, construction, finance, operation and maintenance of the assets developed on the Reserved Railway Land and commercial air space, if any, at Railway Station;
- (xviii) **“Conflict of Interest”** shall have the meaning ascribed to it under Clause 2.2.1(c);
- (xix) **“Consortium”** means a group of two or more entities, that have come together to jointly submit the Application in response to the Invitation Document and continue to remain together to jointly submit their response to the Bid Document for the Project;
- (xx) **“Court”** shall mean the Court of competent jurisdiction of the State in which the Railway Station is located;
- (xxi) **“Date of commercial operation”** or **“Commercial Operation Date”** shall mean

the later of the date on which the completion certificate is issued by the local Government Authority or date on which the Completion Clearance is issued by the Authority that Commercial Development Project is ready for business operations as per the Development Agreement;

(xxii) “**DBFOT**” means Design, Build, Finance, Operate and Transfer;

(xxiii) “**Detailed Project Report**” / “**DPR**” means the detailed project report to be submitted to the Authority by Selected Project Proponent for Station Development Project and Redevelopment Project in terms of Clause 2.18.2;

(xxiv) “**Developer**” means the Special Purpose Company incorporated by the Selected Bidder prior to execution of the Development Agreement, who shall be responsible for Project execution;

(xxv) “**Development Agreement**” means a development agreement to be entered into between the Developer and the Authority in the form provided by the Authority, the draft of which will be part of the Bid Document;

(xxvi) “**DPR Compensation**” shall have the meaning ascribed to it under Clause 2.23.6 of this Invitation Document;

(xxvii) “**Earnest Money**” shall have the meaning ascribed to it in Clause 1.2.1 under this Invitation Document;

(xxviii) “**Eligible Experience**” means the experience as specified in this Invitation Document, essential for qualification and eligibility under this Invitation Document;

(xxix) “**Eligible Projects**” shall mean and include projects as per Clause 3.2 reflecting the technical experience of the Applicant, essential for qualification under this Invitation Document;

(xxx) “**Entity**” shall mean an entity capable to enter into a contract as per Applicable Laws and includes:

- (a) A company or body corporate;
- (b) An association or body of individuals, whether incorporated or not;
- (c) A natural person; or
- (d) An artificial juridical person;

(xxxi) “**Estimated Project Cost**” means the sum total of Estimated Cost of Station Development Project, Estimated Cost of Redevelopment Project and Estimated Cost of Commercial Development Project as set out in the Bid Document;

(xxxii) “**Estimated Cost of Station Development Project**” means the estimated

cost for Station Development Project as provided in the Bid Document;

- (xxxiii) “**Estimated Cost of Redevelopment Project**” means the estimated cost for Redevelopment Project as provided in the Bid Document;
- (xxxiv) “**Estimated Cost of Commercial Development Project**” means the estimated cost for Commercial Development Project as provided in the Bid Document.
- (xxxv) “**Experience Score**” means score for an Eligible Project calculated as eligible payments and/ or receipts specified in Clause 2.2.2 (A) of this Invitation Document, divided by one crore and then multiplied by the applicable factor given in the Table under Clause 3.2.6 of this Invitation Document. In case the Applicant has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score;
- (xxxvi) “**Financial Capacity**” means the prescribed average gross annual revenues for the last 3 (three) financial years immediately preceding the Application Due Date or the prescribed Net Worth of the Applicant at the close of the financial year immediately preceding the Application Due Date;
- (xxxvii) “**Financial Close**” shall have the meaning as ascribed to it in the Development Agreement;
- (xxxviii) “**Government Authority**” shall mean the Government of India, the respective State Governments, local government and any other government authority, statutory authority, government department, agency, authority, commission, board, tribunal, court or other law, rule or regulation making entity or instrumentality pertaining to having and/or purporting to have jurisdiction for exercising executive, legislative, judicial, regulatory or administrative functions on behalf of the Republic of India;
- (xxxix) “**Highest Bid**” means the Bid offered by Highest Bidder to Authority pursuant to Bid invited by Authority;
- (xl) “**Highest Bidder**” means the eligible Bidder who is offering the highest Premium to Authority;
- (xli) “**ICEE**” shall have the meaning ascribed to it in Clause 2.18.1 (e);
- (xlii) “**Indicative Project Cost**” means the indicative project cost for Station Development and Redevelopment Project as indicated in this Invitation Document;

- (xliii) **“Invitation Document”** means this document issued by the Authority and comprising of Volumes I and II, the purpose of which is to provide interested Applicants with information related to Invitation Stage that may be useful to them in formulation of their Eligibility Proposal and Technical Proposal and invite from them Eligibility Proposals and Technical Proposals and shall include any addenda, modifications, amendments, alterations or clarifications thereto;
- (xliv) **“Invitation Stage”** means first stage of the Bidding Process calling for Applications for Eligibility Proposals and Technical Proposals from interested entities;
- (xlv) **“Joint Bidding Agreement”** means a binding agreement which all Members of a Consortium shall be required to enter into in the form as specified at Eligibility Proposal Form IX, for the purpose of submitting the Application;
- (xlvi) **“Lead Member”** means one Member nominated by other Members of the Consortium to act as the leading member of the Consortium and who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPC. The nomination of Lead Member shall be supported by a Power of Attorney, as per the format at Eligibility Proposal Form VIII, signed by all the other Members of the Consortium in favour of Lead Member;
- (xlvii) **“Lease Period”** shall have the meaning as ascribed to it in the Development Agreement;
- (xlviii) **“Lease Premium”** shall mean the fixed lease premium payable to the Authority by the Developer, as per the terms of the Development Agreement;
- (xlix) **“Letter of Award” / “LOA”** means letter of award to be issued by Authority to the Developer, pursuant to acceptance of the Bid by the Authority;
- (l) **“Letter of Intent” / “LOI”** means the letter of intent to be issued by Authority to the Selected Project Proponent in terms of this Invitation Document;
- (li) **“License Fee”** shall mean an annual license fee payable to the Authority by the Developer, as per the terms of the Development Agreement;
- (lii) **“Manual”** means the Manual of Standards and Specifications for Railway Stations for Development of World class Stations through Public Private Partnership issued by the MOR;
- (liii) **“Ministry of Railways” / “MOR”** means the Ministry of Railways, Government of India;

- (liv) “**Member**” means each individual entity that is a Member of a Consortium;
- (lv) “**Net Worth**” means (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders) and where the Applicant is other than a company / body corporate Net Worth means assets less liabilities;
- (lvi) “**Nodal Officer**” shall mean the nodal officer designated by Authority to represent the Authority in its dealings with the Applicants to perform tasks such as providing information, responding to enquiries, issuing clarifications, calling conferences, etc. in respect of the Bidding Process.
- (lvii) “**PPP**” means Public Private Partnership;
- (lviii) “**Power of Attorney**” means the duly stamped and notarized special power of attorney to be given by the Applicant as per format at Eligibility Proposal Form VII and by the Members of a Consortium in favour of the Lead Member as per the format at Eligibility Proposal Form VIII;
- (lix) “**Premium**” means the consideration/payment to be made by the Developer to the Authority as per the terms of the Development Agreement, in the form of Lease Premium and Annual Lease Rent for grant of lease rights for Commercial Development Project;
- (lx) “**Project**” means the development of Railway Station and includes all works related to, or incidental to, or required to be undertaken upon the Project Site and includes the Station Development Project, Redevelopment Project and Commercial Development Project as required to be undertaken by the Developer on DBFOT (Design, Build, Finance, Operate and Transfer) basis in accordance with the provisions of the Development Agreement and Applicable Laws;
- (lxi) “**Project Information Memorandum**” / “**PIM**” means the Project Information Memorandum prepared by the Authority for the Railway Station, provided for this Invitation Document at Volume II of this Invitation Document;
- (lxii) “**Project Site**” means collectively the Station Development Land, Redevelopment Land, airspace / built up space at Station Development Land and Reserved Railway Land put together which Authority intends to offer for development and on which the Project is to be implemented;
- (lxiii) “**Qualification**” means qualification and eligibility of interested Applicants in accordance with the provisions of this Invitation Document;
- (lxiv) “**Railway Operational Activities**” shall mean the train operations and Railway development activities/works broadly as indicated in the Manual and more particularly set out in the Development Agreement, that are excluded from the scope of the Project;



- (lxv) **“Railway Station”** means the Railway Station set out at Clause 1.1.1(d), development of which is proposed and in respect of which this Invitation Document is being issued by the Authority;
- (lxvi) **“Railway Station Project”** shall have the meaning as ascribed to it in Clause 2.2.1 (e);
- (lxvii) **“Re.” or “Rs.” or “INR”** means Indian Rupee;
- (lxviii) **“Redevelopment Land”** shall mean the land as described in Project Information Memorandum on which the Redevelopment Project is to be constructed/carried out by the Developer;
- (lxix) **“Redevelopment Project”** shall mean the development of new assets and project utilities required to be undertaken at the Redevelopment Land, including assets and utilities for relocation of existing railway colony/staff quarters, service buildings, and other amenities that exist at the Project Site and the Reserved Railway Land but are required to be relocated to the Redevelopment Land;
- (lxx) **“Reserve Premium”** shall mean the NPV of Lease Premium and Annual Lease Rent offered by the Selected Project Proponent and as recorded in the LOI issued to Selected Project Proponent;
- (lxxi) **“Reserved Railway Land”** shall mean the land identified and described in the Project Information Memorandum, whose real estate potential is offered by the Authority to be leveraged on as is where is basis by the Developer;
- (lxxii) **“Right of First Refusal”** shall have the meaning ascribed to it in Clause 2.23;
- (lxxiii) **“Scheduled Bank”** shall mean Scheduled Bank in India as defined under Section 2(e) of the Reserve Bank of India, 1934;
- (lxxiv) **“Selected Project Proponent”** shall mean the shortlisted Applicant whose Technical Proposal is finally selected, for preparation and submission of the Detailed Project Report in accordance with the provisions of this Invitation Document;
- (lxxv) **“Special Purpose Company” or “SPC”** means the special purpose company, to be incorporated by the successful Bidder as per the Authority’s requirements, under the Companies Act, 2013 and any amendments thereto, for implementation of the Project as per terms herein;
- (lxxvi) **“Station Development” or “Station Development Project”** shall mean the development/redevelopment, construction and/or modernization of Railway Station (including station buildings, platforms, passenger areas, concourse areas

and waiting areas), service buildings, passenger amenities and other utilities and amenities over the Station Development Land and wherever required, will include Redevelopment Project;

- (lxxvii) **“Station Development Land”** shall mean the land on which Station Development is to be carried out, as detailed in the Project Information Memorandum at Volume II;
- (lxxviii) **“Station Facility Management Agreement”** shall have the meaning as ascribed to it in the Development Agreement;
- (lxxix) **“Technical Capacity”** means the prior technical experience of the Applicant as per requirements at Clause 2.2.2 (A) of this Invitation Document;
- (lxxx) **“Technical Proposal”** means the technical proposal with respect to Station Development to be submitted by an Applicant in response to this Invitation Document as per terms herein;
- (lxxxi) **“Threshold Technical Capability”** means the minimum technical capacity equal to the amount as specified at Clause 2.2.2 (A) of this Invitation Document;
- (lxxxii) **“Total Project Cost”** means the project cost of the Commercial Development Project, Redevelopment Project, and the Station Development Project taken together and as more clearly defined in the Development Agreement.

**INVITATION FOR QUALIFICATION**

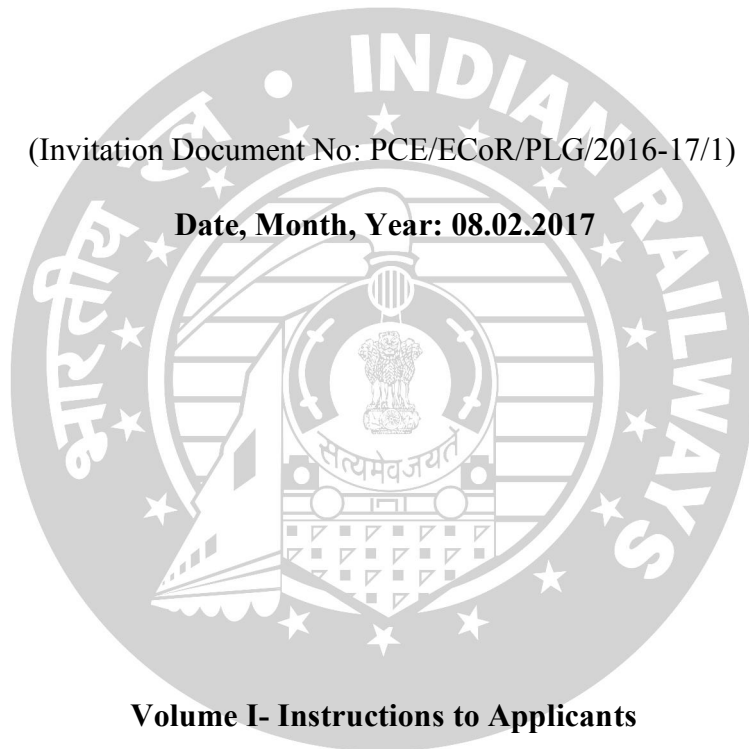
**AND**

**TECHNICAL PROPOSAL**

FOR DEVELOPMENT OF *VISAKHAPATNAM* RAILWAY STATION

(Invitation Document No: PCE/ECOR/PLG/2016-17/1)

**Date, Month, Year: 08.02.2017**



**Volume I- Instructions to Applicants**

**DEVELOPMENT OF RAILWAY STATION**

## 1. INTRODUCTION

### 1.1 Background

#### 1.1.1 Brief Background

- (a) Ministry of Railways (“**MOR**”) has decided to develop/ redevelop certain identified ‘A-1’ and ‘A’ category railway stations across India through private participation, on ‘as is where is’ basis, in order to bring railway stations up to international standards and providing the comfort and convenience to passengers and other stakeholders. A list of identified A-1 and A category railway stations is provided on [www.indianrailways.gov.in](http://www.indianrailways.gov.in). Railways has uploaded certain preliminary information and details in Station Redevelopment Management System (“**SRMS**”) on the above website for certain ‘A-1’ and ‘A’ category stations.
- (b) The redevelopment of railway stations will primarily consist of upgrading the level of passenger amenities by new constructions/ renovations and include redevelopment of station buildings, platform surfaces, circulating area etc., to better serve the needs of the passengers. Towards this pursuit, MOR has laid down the guidelines, standards, and specifications for the redevelopment of existing railway stations to bring them up to International Standards and providing the comfort and convenience to passengers and other stakeholders. Interested Applicants are advised to refer to the Manual (Manual of Standards and Specifications for Railway Stations for Development of World class Stations through Public Private Partnership), uploaded and available at the website [www.indianrailways.gov.in](http://www.indianrailways.gov.in), which provides direction and clear focus on specifications, design, operational philosophies and performance standards for passenger safety, security, comfort and desired levels of service in a modular, sustainable and environmentally responsible construction management approach. MOR has been issuing guidelines from time to time with respect to undertaking works for providing passenger amenities and facilities at railway stations across India through private participation, which can be accessed at [www.indianrailways.gov.in](http://www.indianrailways.gov.in).
- (c) As a part of the aforesaid mandate, the Authority seeks the participation of an Entity for the development of the Railway Station, including *inter-alia* designing, engineering, financing, procurement and construction of the same as well as operation, management and maintenance of non Railway Operational Activities thereof and all works related to, or incidental to, or required to be undertaken in accordance with and subject to the provisions of the Development Agreement and Applicable Laws, and Commercial Development Project as required to be undertaken on DBFOT (Design, Build, Finance, Operate and Transfer) basis (the “**Project**”), and has decided to carry out the bidding process for selection of an Entity as the Developer to whom the Project may be awarded. It is clarified that Railway Operational Activities (e.g. train operations, parcel and ticketing activities, passenger and goods movement, OHE, S&T, track works, etc.) are excluded from the scope of works comprised in the Project. The Project shall be developed by the Developer at its own cost and expenses as per the DPR

and specifications of the Authority and the Total Project Cost shall be borne and paid exclusively by the Developer. The capacities and investments to be made by the Developer shall never be lesser than those proposed in the DPR. The conditions precedent and milestones to be achieved by the Developer shall be as set out in the Development Agreement.

(d) Brief particulars of the Project are as follow:

i)	<b>Station Project</b>	Development of <i>VISAKHAPATNAM</i> Railway Station located in WALTAIR DIVISION under EAST COAST Zonal Railway
ii)	<b>Invitation Document No.</b>	PCE/ECOR/PLG/2016-17/1 Date: 08.02.2017.
iii)	<b>Indicative Project Cost</b> (In Rupees crore) (excluding cost of Commercial Development Project)	Rs. 200 Crore. (Rupees Two Hundred Crore)
iv)	<b>Name of Railway Station</b>	<i>VISAKHAPATNAM</i>
v)	<b>City</b>	VISAKHAPATNAM
vi)	<b>State</b>	ANDHRA PRADESH
vii)	<b>Railway Division</b>	WALTAIR DIVISION
viii)	<b>Zonal Railway</b>	EAST COAST RAILWAY

(e) In order to attain commercial viability of undertaking the Station Development Project, the Developer will be permitted to carry out commercial development of air space at the Station Development Land and leverage the real estate potential of the Reserved Railway Land which may be situated either adjacent to or in the vicinity of Station Development Land, as the case may be, the details of which are more clearly detailed in Project Information Memorandum and monetize such commercial development and ensure the Project is not only cost neutral for the Authority (including but not limited to cost of development of the Project, maintenance and management of facilities and mid-term replacement of the utilities in the Station Development Project) but also ensure flow of non fare revenue for the MOR. It is further clarified that Indicative Capital Cost of the Project in Para (d) hereinabove currently excludes the cost of proposed commercial development of air space at the Station Development Land and/or commercial development on Reserved Railway Land.

- (f) The Authority shall endeavor to take in-principle approval prior to the Bid Stage from the relevant State/local level Government Authority for the Project. The Change of Land Use/NOC for the development on Reserved Railway Land will be obtained by the Developer if required as per Applicable Laws, and the Developer shall be primary responsible for getting such approval/NOCs. But the Developer cannot seek any claim or compensation from the Authority in case of any delay in getting such in-principle approval.
- (g) The Applicant is required to submit technical proposals containing technical aspects like outline specification, preliminary designs, drawings for Railway Station, detailed Bill of Quantities, estimates, pricing and costing for undertaking the Station Development Project and Redevelopment Project as well as details of existing and proposed commercial use of Reserved Railway Land, FSI/FAR/built up area available on the Reserved Railway Land and Premium offered to be paid to the Authority as per the instructions in this Invitation Document. The Applicant is expected to submit a robust business proposal that is financially viable and sustainable having the capacity for monetizing the revenue earning potential of the Commercial Development Project and licensable areas of the railway station. The Selected Project Proponent shall be required to prepare, normalize, and finalise DPR as per discussions with Authority.
- (h) Now, the Authority intends to identify a Selected Project Proponent, through an open competitive bidding process in accordance with the procedure set out in the Bidding Documents and also select a Bidder ("**the Selected Bidder**") for awarding the Project as per Bidding Documents.
- 1.1.2 The Selected Bidder, through its SPC ("**Developer**"), shall be responsible for designing, engineering, financing, procurement, development, construction, operation, management and maintenance of the Project at its own cost and expenses, under and in accordance with the provisions of a development agreement to be entered into between the Developer and the Authority (the "**Development Agreement**") in the form to be provided by the Authority as part of the Bid Document.
- 1.1.3 The scope of work will broadly include Station Development, Redevelopment Project, and Commercial Development Project (including development of air space) and Reserved Railway Land identified by Authority (specified in the Project Information Memorandum) and the operation, management and maintenance of non Railway Operational Activities thereof, to be more clearly elaborated in the Development Agreement. The Developer shall develop and complete the Railway Station in specified time stated in the Development Agreement and thereafter maintain and hand it over back to the Authority.
- 1.1.4 The Developer shall also at its cost & expense, manage and maintain the specified segments of the Station Development Project during the period of construction and redevelopment of the Railway Station as well as post completion of Station Development Project, under and as per the Station Facility Management Agreement, for the period set out in the Station Facility Management Agreement which forms a part of the Development Agreement and also appropriate the revenues generated therefrom subject to terms and conditions set out in the Development Agreement

and Station Facility Management Agreement.

- 1.1.5 It is anticipated that revenues realized by the Developer from commercial real estate development of land and air space, either at the Station Development Land or in the vicinity of the Station Development Land, as the case may be, would not only be sufficient to cover the entire cost of undertaking the Station Development, Redevelopment Project and Commercial Development, and such that the process of undertaking such Project is not only cost neutral to the Authority (including but not limited to cost of development of the Project, maintenance and management of facilities and mid term replacement of the utilities in the Station Development Project) but also ensure flow of non fare revenue for the MOR and compensate the Authority for the revenue potential being assigned by the Authority to the Developer.
- 1.1.6 The details of the available Reserved Railway Land parcel's (including tentative location, area, etc.) is as set out in Project Information Memorandum annexed at Volume II of this Invitation Document. Details of Reserved Railway Land parcel/s, which will be offered by Authority to the Developer for undertaking commercial development, would be finalized pursuant to finalization of the Detailed Project Report and would be as notified in the Bid Document. Such Reserved Railway Land parcels will be made available for undertaking the commercial development project and the Developer will be granted long-term lease rights on Commercial Development Project for a Lease Period (including construction period), as more specifically provided in the Development Agreement, on terms and conditions stipulated in the Development Agreement. The Developer shall only have right of way to the Station Development Land and Redevelopment Land for the purposes of undertaking Station Development Project and Redevelopment Project works respectively, in terms of the Development Agreement. The Developer shall be liable to pay to the Authority, the Premium and License Fee, as part of the consideration which shall be payable to Authority, in the mode and manner specified in Development Agreement and Station Facility Management Agreement respectively.
- 1.1.7 It is clarified that the Reserved Railway Land parcel's or part thereof shall not be mortgaged by the Developer in any manner whatsoever. However for raising finances through debt/equity, the Developer will have development rights and limited rights to create encumbrance on its development rights subject to and as per the Development Agreement. Further, the Commercial Development Project including the structures, buildings, assets, utilities and facilities constructed on the Reserved Railway Land parcels shall vest with the Authority after expiry of the Lease Period or earlier termination, as the case may be, and the Authority shall be deemed to have acquired all rights, title and interest in such assets, free from any encumbrances, charges or lien, whatsoever, and no compensation/residual value shall be payable by the Authority to the Developer in this respect.
- 1.1.8 The Selected Bidder will be required to incorporate the SPC and meet the requisite conditions precedent laid out in the Development Agreement. The Selected Bidder will cause the SPC to execute the Development Agreement and the SPC will be permitted to undertake Station Development Project, Redevelopment Project and Commercial Development Project on identified Reserved Railway Land and commercial development of air space available at Station Development Land, and appropriate revenues therefrom subject to terms and conditions of the Development Agreement.

- 1.1.9 Indicative capital cost of the Station Development Project and Redevelopment Project may be revised and the Estimated Project Cost will be as specified in the Bid Document of the Project. However, the assessment of actual costs for implementation and execution of the Station Development Project and Redevelopment Project as well as other components will have to be independently ascertained by the Applicants. The Developer shall bear and be responsible for payment of all taxes and duties license fees, charges, surcharge, including customs duty, excise duty, sales tax, service tax, VAT, and/or any other applicable tax or duty, to the appropriate governmental agency responsible for collecting such taxes, duties and charges as per Applicable Laws.
- 1.1.10 The Development Agreement sets forth the detailed terms and conditions for the grant of the Project to the Developer, including the scope of the Developer's services and obligations.
- 1.1.11 The statements and explanations contained in this Invitation Document are intended to provide a better understanding to the Applicants about the subject matter of this Invitation Document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in the Development Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the contract to be awarded pursuant to the Bid Stage or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Invitation Document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.12 The Authority shall receive Applications pursuant to this Invitation Document in accordance with the terms set forth herein and other documents provided by the Authority pursuant to this Invitation Document, as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the last date and time for submission of Applications specified in the Schedule of Bidding Process (the "**Application Due Date**").

## 1.2 **Brief description of Bidding Process**

### 1.2.1 Brief description of Bidding Process is as under:

- (a) The Authority has adopted a two-stage process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The first stage of the Bidding process, i.e. Invitation Stage, involves invitation to interested parties/ consortia to make an Application in accordance with this Invitation Document (the "**Applicant**", which expression shall, unless repugnant to the context, include the Members of the Consortium), for selection of 'Selected Project Proponent' and finalization of the Detailed Project Report in accordance with this Invitation Document.
- (b) At the Invitation Stage, the evaluation and selection process will proceed as follows:



- (i) Initially the Authority will evaluate the Technical and Financial Capacity of the Applicants to ascertain their Qualification and shortlist the qualified Applicants.
- (ii) Thereafter, Authority will evaluate the technical feasibility and financial viability of Technical Proposals of only qualified Applicants (i.e. who meet the Technical Capacity and Financial Capacity), in order to select the Selected Project Proponent who shall be required to prepare the Detailed Project Report.
- (c) The Invitation Document, including the documents under Volume II, shall be available at the address specified at Clause 2.13.3 and available online on the website <http://www.eastcoastrail.indianrailways.gov.in> of Zonal Railway from 08.02.2017 (16.00 Hours) from the date of Invitation notice onwards till the Application Due Date. However, to participate under this Invitation Document, along with an Application, the Applicant shall pay to the Authority a non-refundable sum of Rs.10,000/- (Rupees Ten Thousand only) as the Invitation Document fee (“**Invitation Document Fee**”) in the form of pay order / demand draft/banker’s cheque issued by a Nationalized or Scheduled Bank in India, in favour of “FA&CAO/EAST COAST RAILWAY/BHUBANESWAR”, payable at BHUBANESWAR, in accordance with the details provided in this Invitation Document. In case the Applicant downloads the Invitation Document from the website mentioned above then, the Applicant must submit the Invitation Document Fee along with the Application. Applications unaccompanied by either the Invitation Document Fee or the receipt of submission of the same (in case the document has been purchased by the Applicant from the Authority on payment basis) will be summarily rejected. The Application shall be valid for a period of 365 (Three Hundred and Sixty Five) days from the Application Due Date.
- (d) The Applicant shall also be required to furnish an amount equivalent to Rs. 5,00,000/- (Rupees Five Lakh only) as interest-free Earnest Money, simultaneous to and along with submission of its Application. The Earnest Money shall be deposited in the form of a pay order / demand draft /banker’s cheque issued by a Nationalized or Scheduled Bank in India (the “**Earnest Money**”) in favour of “FA&CAO/EAST COAST RAILWAY/BHUBANESWAR”, payable at BHUBANESWAR. The Application shall be summarily rejected if it is not accompanied by Earnest Money.
- (e) Further, Government of India has issued guidelines (see Appendix I) for qualification of prospective bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must first satisfy themselves that they are qualified to participate in the Bidding Process, and should give an undertaking to this effect in the format at Eligibility Proposal Form I.

### 1.2.2 Technical Proposal

- (a) In the Invitation Stage, Applicants shall furnish all the information specified in this Invitation Document. The Technical Proposals of only those Applicants that are qualified, eligible and short-listed by the Authority (i.e. who meet the Technical Capacity and Financial Capacity) shall be opened for evaluation by the Authority. The Applicants have limited time span for preparation and submission of the Technical Proposals for the Project. The Applicants should therefore visit the Project site and familiarize themselves with the Project and scope of works thereto.
- (b) The Technical Proposal sought from Applicants is primarily meant for ascertaining that Applicants has/have proper understanding of the scope of the work involved in the Project and for transferring the onus of designing, planning and feasibility of execution of the Project from the Authority to the Applicant who subsequently may be the prospective Bidder and selected for award of Project. In the Technical Proposal, the Authority will seek details from the Applicants with regard to their designs, engineering, financing, construction, equipping, construction methodology, phasing plan, traffic block and Station occupation requirements, maintenance, operation and management of non Railway Operational Activities, proposal and financial offer for commercial development and such other components as specified by Authority and plan for replacement of existing structures and buildings on the surrounding land to ensure continuous and smooth operations of the Railway Station.
- (c) As part of the Invitation Document, the Authority has provided a Project Information Memorandum (PIM) prepared by the Authority/ its consultants and other information available with it pertaining/ relevant to the Project.
- (d) The Authority shall evaluate responsive Technical Proposals after evaluation of Technical Proposals by the Authority based on criteria set forth in the Invitation Document. The Applicant offering the best Technical Proposal, meeting the standards and requirements of the Authority and who is determined by the Authority to provide the best Technical Proposal shall be announced as the 'Selected Project Proponent', who shall be required to prepare and submit a Detailed Project Report. If required, the Selected Project Proponent may be called for further discussions with Authority for streamlining and normalization of the Detailed Project Report.

- 1.2.3 In the Bid Stage, the Bidders would be eligible to participate in the Bid Stage through the open competitive bidding process. The Bidders will be called upon to submit their Bids comprising of their respective financial offers, which shall not be lower than the Reserve Premium, for airspace and commercial development over Station Development Project, Redevelopment Project and Commercial Development Project, as the case may be (the "**Bids**"), in accordance with the Bid Document and other documents to be provided by the Authority (collectively the "**Bidding Documents**"). The Bid Document for the Project will be available at the address specified at Clause 2.13.3 and available online on the website

<http://www.eastcoastrail.indianrailways.gov.in> of EAST COAST RAILWAY and shall be provided to every Bidder on payment of a non-refundable sum of Rs.50,000/- (Rupees Fifty Thousand only) as Bid Document fee, in the form of pay order / demand draft/banker's cheque issued by a Nationalized or Scheduled Bank only in Authority's account in accordance with the details provided in the Bid Document. The Bid shall be valid for a period of 365 (Three Hundred and Sixty Five) days from Bid Due Date.

- 1.2.4 In terms of the Bid Document, a Bidder will be required to furnish/ deposit, along with its Bid, a bid security of an amount specified in the Bid Document (the "**Bid Security**"), refundable as per terms therein. The Bidders will have an option to provide Bid Security in the form of a demand draft or Banker's cheque or a bank guarantee drawn in accordance with the details provided in the Bid Document and issued by a Nationalised / Scheduled Bank having minimum net worth of Rs. 1000 crores (Rupees One Thousand Crores only) in the format specified in the Bid Document. The validity period of the demand draft or Banker's cheque or bank guarantee, as the case may be, shall not be less than 425 (four hundred and twenty five) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security and/or Bid Document fee.
- 1.2.5 The Authority shall first determine whether each Bid received is responsive to the requirements of the Bid Document. Only those Bids that are responsive and meet the Technical and Financial Capacity shall be assessed and ranked by it for identifying the Highest Bidder, on the parameter of quantum of Premium offered by such Bidder to the Authority. If the Financial Proposal of the Selected Project Proponent is higher than the Highest Bid, then the Project will be awarded to the Selected Project Proponent. However, if the Financial Proposal of the Selected Project is lower than the Highest Bid, then the Selected Project Proponent will have the Right of First Refusal (as per terms herein) and be given an opportunity to match the Highest Bid, failing which the Highest Bidder will be awarded the Project. In case the Selected Bidder (Selected Project Proponent or the Highest Bidder), as the case may be, fails to fulfill the requirements of the Authority and/or fails to execute the Development Agreement, the Authority may, in its discretion, annul the Bidding Process or take appropriate action as it deems fit, for which no clarification will be entertained by the Authority.
- 1.2.6 During the Bid Stage, Bidders shall be required to examine the Project requirements, Detailed Project Report (which will be made available later on at the address specified at Clause 2.13.3 and online on the website <http://www.eastcoastrail.indianrailways.gov.in> of EAST COAST RAILWAY), and other Bidding Documents and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project.
- 1.2.7 As part of the Bidding Documents, the Authority shall provide a draft Development Agreement prepared by the Authority/ its consultants.
- 1.2.8 Bids will be invited for the Project on the basis of the offer to pay the highest Premium offered to the Authority for award of the Project. The period for which the lease shall be granted to the Developer for the Commercial Development Project shall be pre-determined, and will be indicated in the draft Development Agreement forming part of the Bid Document.

- 1.2.9 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bid Document.
- 1.2.10 Any queries or request for additional information concerning this Invitation Document shall be submitted in writing or by fax and e-mail to the Nodal Officer designated in Clause 2.13.4 below. The envelopes / communications shall clearly bear the following identification / title:

**"Queries/Request for Additional Information: Invitation Document No. PCE/ECOR/PLG/2016-17/1 - Invitation Document for Qualification and Proposal For Development of VISAKHAPANTAM Railway Station, Waltair Division, EAST COAST RAILWAY "**

### 1.3 Schedule of Bidding Process

- 1.3.1. The Bidding Process schedule for Invitation stage will be as follows:

<b><u>Invitation Stage</u></b>		
<b>S. No.</b>	<b>Event Description</b>	<b>Scheduled Date</b>
1.	Notice inviting Application	08.02.2017
2.	Site Visit	28.02.2017
3.	Pre-Application Conference	21.03.2017 (11.00 hrs)
4.	Last date for receiving queries	05.04.2017
5.	Authority response to queries latest by	18.04.2017
6.	Application Due Date/last date of submission of Application	24.05.2017 (Up to 15.30 hrs)

1.3.2. Following official may be contacted for site visit:-

DESIGNATION: Sr.DEN/HQ/Waltair  
ADDRESS: Office of the Divisional Railway Manager (Engg.)  
DRM Building 1<sup>st</sup> floor, Dondaparthi, Visakhapatnam,  
Andhra Pradesh-530004.  
Phone No. : 0891-2527265(O), 82228 (Rly), Mob- 8978080205  
Fax No: 0891-2766048  
Email id: [srdenhq@wat.railnet.gov.in](mailto:srdenhq@wat.railnet.gov.in)



## **2. INSTRUCTIONS TO APPLICANTS**

### **A. GENERAL**

#### **2.1 Scope of Application**

2.1.1 At the Invitation Stage, the Authority wishes to receive Application comprising the following:

- (a) Eligibility Proposal from each Applicant in order to shortlist experienced and capable Applicants; and
- (b) Technical Proposal from Applicants in order to short list the best Technical Proposal for the design, concept and layout, business plan ideas, construction and management proposal for the Project (pertaining to Station Development and commercial development of air space at Railway Station), commercial proposal and financial offers for the Commercial Development Project, construction methodology, phasing plan, traffic blocks and Railway Station occupation requirements and plan for replacement of existing structures and buildings on the surrounding land for the Railway Station, and Redevelopment work, if any involved, (which will be handed over back to the Authority on completion of construction) including for specified components of Railway Station, which should ensure continuous and smooth train operations at the Railway Station during the execution of the Project.

2.1.2 The Applicants are required to prepare and submit the Technical Proposals in the form and manner specified in this Invitation Document, and further in accordance with inter-alia meeting the minimum requirements and specifications provided in the Project Information Memorandum and as per the Technical Proposal Instructions provided at Volume II. The Project Information Memorandum report prepared by Authority discusses the requirements and availability etc. However, Applicants shall be required to make their own assessment of requirement, availability etc. The Technical Proposals should be developed in such a manner that it reflects proper communication & understanding of the requirements of the Project by the Applicants and covers and captures clearly all relevant aspects of the Station Development.

2.1.3 For preparation of the Technical Proposals, Applicants are required to refer to the Manual (Manual of Standards and Specifications for Railway Stations for Development of World class Stations through Public Private Partnership). Further, the Technical Proposal is required to be prepared in conformity with local development control norms/building bye laws and other Applicable Laws. The onus of securing statutory permissions, approvals, licenses/permits etc. will be the responsibility of the Developer including but not limited to local body clearances, archaeological / heritage clearances, Change of Land Use for commercial development on Reserved Railway Land etc.

- 2.1.4 The Applicants shall ensure that their Technical Proposals are prepared on the basis of and in compliance with provisions of the Manual, Indian Railways Schedule of Dimensions, various Indian Railways codes of practices, Indian Road Congress codes of practices, Bureau of Indian Standard codes of practices, relevant provisions of various Indian Railways manuals, manuals, guidelines and/or specifications issued by Research Design and Standards Organisation (RDSO), MOR etc.
- 2.1.5 The Developer shall be required to deploy the competent personnel who have adequate experience in Station Development. Assessment of traffic block requirement (both traffic & power) may be carried out by the Applicant for planning and provision of (a) subways, (b) ramp from station platform to subway, (c) construction of concourse and its vertical circulation elements, (d) platform shelters, (e) working near railway track, and (f) utilities buildings.
- 2.1.6 The design concept adopted shall have minimum inconvenience to the passengers/ trains/ road traffic. Proper phasing plans, along with diversion arrangement, will have to be made for the safe movement of public and all traffic. The new design shall be such so that it is functional in the present and future planning of railways. The column positions or structural elements are to be placed such that they are not hindrance in the future expansion plan of Railways. Agreed present and future yard plans are a part of the information provided.
- 2.1.7 As stated above, train operations at the Railway Station will not be stopped at any point of time, beyond the traffic blocks permitted by the Railways on specified lines as identified by the Authority. The phasing plan for carrying out the work shall be prepared along with the handing over schedule of particular portion of the Railway area. It may be noted that this is an operational Railway Station and there are number of private vendors in the Railway Station premises at various locations providing services to the passengers. They are operating under commercial lease/license terms. They may have to be provided alternative arrangement, as required by Authority, till the expiry of their respective lease/license periods. Existing contracts will be novated in favour of the Developer as per terms of the Development Agreement and shall have to be honoured by the Developer and after expiry only the fresh commercial contracts / arrangements may be decided by the Developer, in consultation with the Authority. The preliminary list of such vendors is enclosed in the Project Information Memorandum. However, the updated list along with the status of their commercial lease will be as detailed in the DPR and made available to the Bidders at the time of Bid Stage.
- 2.1.8 Due emphasis and care shall be taken for providing the services, facilities, amenities and utilities for (a) the Station Development, (b) Redevelopment works and (c) commercial air space development at Railway Station. Rain water harvesting is the integral part of the Project. Solar energy utilization is a preferable feature for the project. To encourage and ensure the green building concept recycling of water and concept of zero discharge is envisaged by making provision for the STP.
- 2.1.9 While making the construction plan, due consideration for shifting of existing railway facilities as required by the Authority has to be ensured. Firstly alternative arrangements are to be made thereafter only the dismantling can be carried out.

Tentative list of existing railway services / buildings are identified and their relocation area marked/detailed in the Project Information Memorandum but same shall be finalized and set out in the DPR.

- 2.1.10 The Railway Operational Activities are excluded from the scope of works comprised in the Project. The Developer's scope of work in respect of Station Development shall be pertaining to the non Railway Operational Activities, to be more clearly detailed in the Development Agreement (refer Manual for indicative list).
- 2.1.11 Tools, machinery and equipments required for execution of works will not be supplied by Railway/Authority and will have to be arranged by Developer to safely execute the works. Equipments, if any made available by the Authority (at its sole discretion) to the Developer shall be subject to payment of applicable charges determined by the Authority.
- 2.1.12 While preparing the Technical Proposals, the Applicants must consider the following so as to make provision for all major components in the Project:
- (a) [Railway Station and Station Development Land will be made available on as is where is basis;
  - (b) Joint inventory will be made before handover;
  - (c) Relocation of existing structures and facilities will be done only after making provision for their replacement. Land will be made available for the same, but not necessarily in Railway Station area;
  - (d) Work is to be carried out without stopping the train operations;
  - (e) All clearances will have to be obtained by the Developer;
  - (f) Proper quality and safety arrangements for working under the running traffic conditions should be maintained by the Developer;
  - (g) Construction methodology shall be such that it does not require traffic blocks of more than 2-3 hrs, in the day or night as decided by Authority; Developer shall mobilize resources accordingly. Exceptional circumstances and requirements can be finalized after due discussions with the Authority;
  - (h) Track diversion for temporary period shall not be normally permitted;
  - (i) The design shall take into account the present yard layout and future expansion plan of railways, especially column positions etc. shall keep this in consideration. The details shall be provided by the Authority;
  - (j) Diversion of utilities etc. is to be identified and carried out in close co-ordination with the respective departments of the service providers and in consultation with Authority;
  - (k) Implementation of project may be monitored by PMC and safety consultants of Authority, at the sole discretion of the Authority;
  - (l) The Applicant shall have the resources to engage an experienced agency or hire qualified and trained personnel for operation and maintenance of Station Area (as defined in the Station Facility Management Agreement) in conformity with the provisions of the Station Facility Management Agreement;



- (m) Development/redevelopment of Railway Station building to provide an iconic structure with modern state of art facilities;
- (n) Congestion free non-conflicting entry/exit to the Railway Station;
- (o) Segregation of arrival / departure of passengers i.e. no conflict between incoming and outgoing passengers;
- (p) Adequate concourse without overcrowding – generally above the platform / railway tracks;
- (q) All essential facilities at concourse – catering, small retail, washrooms, cloak rooms, drinking water, ATM, pharmacy, internet, etc.;
- (r) Integration with other modes of public/private transport systems;
- (s) Integration of both sides of the Railway Station with the city, i.e. entry/exit on both sides of the station (wherever site conditions permits); and
- (t) User friendly international signage (in consultation with Authority)– understandable by all sections of passengers].

## 2.2 Eligibility of Applicants

2.2.1 For determining the eligibility of Applicants for their Qualification hereunder, the following shall apply:

- (a) The Applicant for qualification may be a single Entity or a group of Entities (the “**Consortium**”), coming together to implement the Project. However, no Applicant applying individually or as a Member of a Consortium, as the case may be, can be Member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- (b) An Applicant may be a natural person, public or private Entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
- (c) **Conflict of Interest** - An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In case the Applicant conceals the fact of Conflict of Interest in the undertaking to be submitted as per Appendix III, the Earnest Money deposited by it shall stand forfeited by the Authority. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - (i) such Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common Controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof or any shareholder thereof having a shareholding of less than 10% (ten percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, as the

case may be, is less than 10% (ten percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is Controlled by a person through management Control or otherwise, the entire shareholding held by such Controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such Controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise Control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
  - (iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
  - (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
  - (v) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or
  - (vi) such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of this Project.
- (d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to this Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Development Agreement. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Invitation Document. Nor will this disqualification apply where such adviser is

engaged after a period of 2 (two) years from the Date of Commercial Operations of the Project.

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

- (e) The Applicant, its Members or any of its / its Member's Associate (whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with this Invitation Document) shall not be engaged in or hold equity in any entity that is engaged in implementation of more than 5 (five) Railway Station Project whose Commercial Operation Date has not been achieved on the Application Due Date.

For the purpose of this Sub-clause 'Railway Station Project' shall mean any of the railway station under category A-1 or category A identified and provided on [www.indianrailways.gov.in](http://www.indianrailways.gov.in) and which the MOR has decided to develop/redevelop through private participation.

2.2.2 To be eligible for qualification and short-listing for evaluation of its Technical Proposal, an Applicant shall fulfill the following conditions of eligibility:

- (A) **Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Applicant shall, over the past 5 (five) financial years immediately preceding the Application Due Date, have:
- i. paid for, or received payments for, construction of Eligible Project(s) in Category 3 and/or Category 4 specified in Clause 3.2.1 and 3.2.4; and/or
  - ii. paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1 and 3.2.3; and/ or
  - iii. collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1,

such that the sum total of the above, as further adjusted in accordance with Clause 3.2.6 and 3.2.7, as applicable, is more than Rs. 400 Crores (the "**Threshold Technical Capability**").

- (B) **Financial Capacity:** The Applicant shall have either (i) a minimum Net Worth of Rs. 100 Crores at the close of the financial year immediately preceding the Application Due Date or (ii) average gross annual revenue of Rs. 200 crores in the last 3 (three) financial years immediately preceding the Application Due Date (hereinafter collectively referred to as "**Financial Capacity**"). In case of a Consortium, the combined technical capacity and financial capacity of those Members, whose experience is proposed to be evaluated for the purposes of this Invitation Document and who shall have and shall continue to have an equity share of at least 26% (twenty six percent) each in the SPC, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the Date of Commercial

Operation of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the SPC; and (ii) 5% (five percent) of the Estimated Project Cost specified in the Development Agreement. Also the Lead Member should meet/demonstrate at least 50% (fifty percent) of the Financial Capacity.

2.2.3 The Applicants shall enclose with its Application, to be submitted as per the formats prescribed in this Invitation Document, the following:

- (a) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 (five) years immediately preceding the Application Due Date, in respect of the projects specified in Clause 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (b) certificate(s) from its statutory auditors specifying (i) the average annual gross revenue for the last 3 (three) financial years immediately preceding the Application Due Date or (ii) Net Worth of the Applicant, as at the close of the financial year immediately preceding Application Due Date; and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Invitation Document. For the purposes of this Invitation Document, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders and where the Applicant is other than a company / body corporate, Net Worth means assets less liabilities.

In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of this Clause. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required herein.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Eligibility Proposal Form VII, authorising the signatory of the Applicant to submit the Application. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Eligibility Proposal Form VIII.

2.2.5 The Applicant (whether a single entity or a Consortium), will be required to form an appropriate Special Purpose Company, incorporated under the Companies Act, 2013 and any amendments thereto (the “**SPC**”), to execute the Development Agreement and implement the Project, if it is the selected Bidder and awarded the Project after the Bid Stage. The initial paid up and subscribed share capital of such SPC shall not be less than 5% (five percent) of the Estimated Project Cost. Further, such Applicant shall also be required to hold at least (a) 100% (one hundred percent) of the subscribed and paid up equity of the SPC at all times till signing of

the Development Agreement and meeting of all the conditions precedents in terms of the Development Agreement; (b) 51% (fifty one percent) of the subscribed and paid up equity of the SPC at all times until the second anniversary of the Commercial Operation Date of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, in accordance with the provisions of the Development Agreement; and (c) thereafter 26% (twenty six percent) of the subscribed and paid up equity of the SPC at all times till end of the term of Station Facility Management Agreement including any renewal thereof. It is clarified that in case the Applicant is an individual then for the purpose of forming the SPC he should hold at-least 99.9% (ninety nine point nine percent) shareholding in the SPC.

**2.2.6 Consortium** - In case the Applicant is a Consortium, it shall also comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 4 (four) Members ;
- (b) Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each Member of the Consortium;
- (c) Members of the Consortium shall nominate 1 (one) Member as the Lead Member (the **“Lead Member”**), who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPC. The nomination(s) shall be supported by a Power of Attorney, as per the format at Eligibility Proposal Form VIII, signed by all the other Members of the Consortium;
- (d) The Application should include a brief description of the roles and responsibilities of individual Members, particularly with reference to financial and technical obligations;
- (e) An individual Applicant cannot at the same time be Member of a Consortium applying under this Invitation Document. Similarly, a Member of a Consortium cannot be Member of other Consortium applying under this Invitation Document;
- (f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Eligibility Proposal Form IX, duly stamped and notarized (the **“Joint Bidding Agreement”**), for the purpose of making the Application and submitting a Technical Proposal and/or Bid, as the case may be, in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
  - (i) convey the intent to form an SPC with shareholding/ ownership equity commitment(s) in accordance with this Invitation Document, which would enter into the Development Agreement and subsequently perform all the obligations of the Developer in terms of the Development Agreement, in case the Project is awarded to the Consortium;
  - (ii) clearly outline the proposed roles and responsibilities, if any, of

each Member;

- (iii) commit the minimum equity stake to be held by each Member;
- (iv) commit that each of the Members, whose experience will be evaluated for the purposes of this Invitation Document, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPC and shall further commit that each such Member shall, for a period of 2 (two) years from the Date of Commercial Operation of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, hold equity share capital not less than (a) 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC; and (b) 5% (five percent) of the Estimated Project Cost specified in the Development Agreement;
- (v) members of the Consortium undertake that, in addition to sub-clause (iv) above, they shall collectively hold at least (a) 100% (one hundred percent) of the subscribed and paid up equity of the SPC at all times till signing of the Development Agreement and meeting of all the conditions precedents in terms of the Development Agreement; (b) 51% (fifty one percent) of the subscribed and paid up equity of the SPC at all times until the second anniversary of the Commercial Operation Date of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, in accordance with the provisions of the Development Agreement; and (c) thereafter 26% (twenty six percent) of the subscribed and paid up equity of the SPC at all times till end of the term of Station Facility Management Agreement including any renewal thereof; and
- (vi) include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Developer in relation to the Project until the Financial Close of the Project is achieved in accordance with the Development Agreement; and
- (g) Except as provided under this Invitation Document and the Bid Document, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.2.7 Any entity (the Applicant its Member, or Associate was, either by itself or as Member of a consortium) which has been barred by the Central Government / State Government or any entity Controlled by it, from participating in any project (BOT, BOOT, DBFOT or otherwise), and the bar subsists as on the Application Due Date, or has been declared by the Authority as non-performer/blacklisted would not be eligible to submit an Application, either individually or as Member of a Consortium.

2.2.8 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by

imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate.

2.2.9 In computing the Technical Capacity and Financial Capacity of the Applicant/ Consortium Members, the Technical Capacity and/or Financial Capacity of their respective Associates would also be eligible hereunder. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Applicant or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Applicant or the Consortium as the case may be.

2.2.10 The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed Forms is insufficient;
- (b) Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or named in the Application and not, unless specifically requested, to other associated companies or firms; and
- (c) At the time of responding to the qualification submissions, Applicants should demonstrate their capabilities in accordance with this Invitation Document.

2.2.11 While this Invitation Document is open to persons from any country, the following provisions shall apply:

- (a) Participation from other countries:
  - (i) Where, on the date of the Application, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is Controlled by persons resident outside India; or
  - (ii) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or Control, by persons resident outside India, in or of the Applicant or its Member;

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

- (b) The holding or acquisition of equity or Control, as above, shall include direct or

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

- (c) The non-resident Applicants / Applicants from other countries / Applicants having any foreign investment/holding shall be required to comply with applicable foreign exchange rules and regulations including but not limited to Foreign Exchange Management Act, 1999.
- (d) The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to such year(s) immediately preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

### **2.3 Change in composition of the Consortium**

2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Invitation Stage except as set out herein.

2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bidding Process, only where:

- (a) the Lead Member continues to be the Lead Member of the Consortium;
- (b) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the qualification and short-listing criteria for Applicants; and
- (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit the application for such change in composition no later than 15 (fifteen) days prior to the Bid Due Date.



2.3.4 The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement as per Eligibility Proposal Form IX, as well as fresh Power of Attorney as per Eligibility Proposal Form VIII, duly stamped and notarized, before the Bid Due Date.

2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.3.6 By submitting the Application, the Applicant shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with this Invitation Document, the Applicant shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith alongwith all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Applicant.

## **2.4 Number of Applications and costs thereof**

2.4.1 No Applicant shall submit more than one Application for the Project. An Applicant applying individually or as a Member of a Consortium shall not be entitled to submit another Application either individually or as a Member of any Consortium, as the case may be.

2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. In the event an Applicant / Bidder is identified as the Selected Bidder at the Bid Stage, it shall also be solely responsible for all of the costs associated with execution of the Development Agreement, including applicable stamp duty and registration fee payable thereon. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.5 Site visit and verification of information**

2.5.1 It is the responsibility of the Applicants to submit their respective Applications after visiting the Station / Project Site and Applicants shall be deemed to have understood and ascertained for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. The Authority assumes no responsibility or liability in respect thereof, prior to carrying out Site visit, Applicants may contact Nodal Officer.

## **2.6 Acknowledgement by Applicant**

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:  
(a) made a complete and careful examination of the requirements, specifications,

- instructions and other information set forth in the Invitation Document;
- (b) made complete and careful examination of the Project requirements to determine the challenges, difficulties and matters incidental to performance of its obligations including but not limited to conditions of Station Development Land, Reserved Railway Land, Applicable Laws and applicable permits, requirements to get clearances from various authorities and all other matters that might affect the Applicant's / Developer's performance under the Development Agreement;
  - (c) determined to its satisfaction the nature and extent of all difficulties, hazards and risks involved in performance of the Project and accepts all such risks and responsibilities directly or indirectly connected with Project execution;
  - (d) received all relevant information requested from the Authority;
  - (e) accepted the risk of inadequacy, error or mistake in the information provided in the Invitation Document or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above, Project and the Bidding Process;
  - (f) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 necessary and required for submitting an informed Application, execution of the Project in accordance with the Bidding Documents and performance of all of its / Developer's obligations thereunder;
  - (g) 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 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Development Agreement by the Developer;
  - (h) acknowledged that it does not have a Conflict of Interest; and
  - (i) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Authority does not accept any responsibility and shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Invitation Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority as their verification is the responsibility of the Applicant.

## **2.7 Right to accept or reject any or all Applications**

2.7.1 Notwithstanding anything contained in this Invitation Document, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Applications, it may, in its discretion, invite fresh Applications.

2.7.2 The Authority reserves the right to reject any Application and appropriate Earnest Money if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application. Such misrepresentation / improper response shall lead to the disqualification of the Applicant.

If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected.

- 2.7.3 In case it is found during the evaluation or at any time before signing of the Development Agreement or after its execution and during the period of subsistence thereof, including the development rights thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the Development Agreement, and if the Applicant/SPC has already been issued the LOA or has entered into the Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Invitation Document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or Developer, as the case may be. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security as per Bid Document, as damages, without prejudice to any other right or remedy which the Authority may have under this Invitation Document, the Bid Document, the Development Agreement or under Applicable Law or otherwise.
- 2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the Invitation Document and the Applicant shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder. Notwithstanding anything to the contrary contained in this Invitation Document, the Authority may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in an Application that does not constitute a material deviation or does not prejudice or affect the relative position of any Applicant, provided it conforms to all the terms, conditions of the Invitation Document without any material deviation, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one that (a) affects in any substantial way, the scope, quality or performance of a contract; (b) that limits, in any substantial way, inconsistent with the Invitation Document, the Authority's right; or (c) where rectification would unfairly affect the competitive position of other Applicants who are presenting responsive Applications.

## **B. DOCUMENTS**

### **2.8 Contents of Invitation Document**

2.8.1 This Invitation Document comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with this Invitation Document.

#### **Invitation for Qualification and Technical Proposal**

##### **Volume I - Instruction to Applicants**

Section 1:	Introduction
Section 2:	Instructions to Applicants
Section 3:	Criteria for Evaluation
Section 4:	Fraud and Corrupt Practices
Section 5:	Pre-Application Conference
Section 6:	Miscellaneous

##### **Forms of Eligibility Proposal**

Eligibility Proposal Form I –	Letter Comprising the Application for Qualification
Eligibility Proposal Form II –	Details of Applicant
Eligibility Proposal Form III –	Technical Capacity of the Applicant
Eligibility Proposal Form IV –	Details of Eligible Projects
Eligibility Proposal Form V (A) –	Financial Capacity of the Applicant (Net Worth)
Eligibility Proposal Form V (B) –	Financial Capacity of the Applicant (Average Annual Gross Revenue)
Eligibility Proposal Form VI -	Statement of Legal Capacity
Eligibility Proposal Form VII –	Format for Special Power of Attorney for signing of Application
Eligibility Proposal Form VIII –	Format for Special Power of Attorney for Lead Member of
Eligibility Proposal Form IX –	Format for Joint Bidding Agreement for Consortium
Eligibility Proposal Form X -	Format for Checklist

##### **APPENDICES**

Appendix I –	Guidelines of the Department of Disinvestment
Appendix II–	DPR Compensation

**FORMATS FOR TECHNICAL PROPOSAL**

Technical Proposal Form I–	Format for Letter of Technical Proposal
Technical Proposal Form II –	Format for Proposed Construction Methodology and Work Plan
Technical Proposal Form III –	Format for Project Schedule
Technical Proposal Form IV –	Format for Handover Protocol Proposal
Technical Proposal Form V –	Format for Block Works Requirements
Technical Proposal Form VI –	Format for Submissions - Station Development Technical Plans, Designs and Reports
Technical Proposal Form VII (A) –	Format for Submissions – Station Development and Redevelopment Project BOQ cum Costing and Estimates Plan
Technical Proposal Form VII (B) –	Format for Submissions – Financial Proposal
Technical Proposal Form VIII –	Format for Submissions – Commercial Development Proposal
Technical Proposal Form IX –	Format for Submissions – Financial Plan Summary

**Volume II**

Exhibit I	:	Project Information Memorandum
Exhibit II	:	Technical Proposal Instructions
Exhibit III	:	Reference Terms for DPR
Exhibit IV	:	Indicative Format of Letter of Intent

**2.9 Clarifications**

- 2.9.1 Applicants requiring any clarification on the Invitation Document may notify the Authority in writing or by fax and e-mail. They should send in their queries before the date specified in the schedule of Bidding Process. The Authority shall endeavour to respond to the queries within the period specified therein. Authority will upload all such queries and its responses thereto on the official website of Authority i.e. <http://www.eastcoastrail.indianrailways.gov.in> as per the Schedule of Bidding Process, along with the Addendum if any.
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in

this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Invitation Document. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.10 Amendment of Invitation Document**

- 2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify this Invitation Document by the issuance of Addenda to this Invitation Document.

The amendments will be posted on the official website of Authority i.e. <http://www.eastcoastrail.indianrailways.gov.in> along with the revised Invitation Document containing the amendments before the Application Due Date. All Applicants are therefore advised to see the website of Authority for any addendum/ amendment which shall be submitted along with the Application and will be binding on all Applicants. No separate information will be issued either by post, fax, or e-mail to the prospective Applicants who have purchased the Invitation Document.

## **C. PREPARATION AND SUBMISSION OF APPLICATION**

### **2.11 Language**

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

### **2.12 Format and signing of Application**

- 2.12.1 The Applicant shall provide all the information and documents sought under this Invitation Document by way of physical submission of original copy of the information/documents comprising the Application to the Authority, on or prior to the Application Due Date. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects, duly signed wherever required. Incomplete and / or conditional Applications shall be liable to rejection.
- 2.12.2 The Applicant shall prepare only 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted to the Authority

pursuant to this Invitation Document) clearly marked as “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of such Application and documents, which shall be marked as “COPY”. The Applicant shall also provide 2 (Two) soft copies thereof on a Compact Disc. In the event of any discrepancy between the original and copy, the original shall prevail.

- 2.12.3 The Application shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also sign each page in blue ink. In case of printed and published documents, only the cover shall be signed. All the alterations, omissions, additions or any other amendments made to the Application shall be signed by the authorized signatory of the Applicant. The Application shall be page numbered.

## **2.13 Sealing and Marking of Applications**

- 2.13.1 The Applicant shall submit the Application in the formats specified in the Forms herein, in the following manner:

### **(a) First Envelope:**

The Applicant shall submit the ‘Earnest Money’, Invitation Document Fee or receipt thereof, as the case may be, and duly filled Checklist (Eligibility Proposal Form X) in the first envelope marked as “**EARNEST MONEY, INVITATION DOCUMENT FEE AND CHECKLIST**”.

### **(b) Second Envelope:**

The Applicant shall submit the Eligibility Proposal (Eligibility Proposal Forms I to IX) in prescribed formats along with enclosures and annexures.

The Applicant shall seal the original and copy of the Eligibility Proposal (Eligibility Proposal Forms I to IX), together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY” respectively. These envelopes shall then be sealed in an outer envelope, which shall also be marked as “**ELIGIBILITY PROPOSAL (FORMS I TO IX)**” in accordance with Clause 2.13.2 and 2.13.3.

### **(c) Third Envelope:**

The Applicant shall submit the Technical Proposal in prescribed formats (Technical Proposal Forms I to VI) and respective enclosures and annexures.

The Applicant shall seal the original and one copy of the Technical Proposal Forms I to VI, together with their respective enclosures, in separate envelopes/packets duly marking these two envelopes/packets as “ORIGINAL” and “COPY” respectively. These two envelopes shall then be sealed in an outer envelope/packet that shall be marked as “**TECHNICAL PROPOSAL (FORMS I TO VI)**” in accordance with Clause 2.13.2 and Clause 2.13.3.

**(d) Fourth Envelope:**

The Applicant shall submit the Technical Proposal in prescribed formats (Technical Proposal Forms VII (A) to IX) along with respective enclosures and annexures.

The Applicant shall also seal the original and one copy of the Technical Proposal Form VII (A) (BOQ cum Costing and Estimates Plan), Technical Proposal Form VII (B) (Financial Proposal), Technical Proposal Form VIII (Commercial Development Proposal) and Technical Proposal Form IX (Financial Plan Summary), together with their respective enclosures, in separate envelopes duly marking these two envelopes as “ORIGINAL” and “COPY” respectively. These two envelopes shall then be sealed in an outer envelope that shall be marked as “**TECHNICAL PROPOSAL (FORMS VII (A) TO IX)**” in accordance with Clause 2.13.2 and Clause 2.13.3.

**(e) Sealed Outer Envelope / Box:**

First, Second, Third and Fourth Envelope shall be sealed in another envelope / box. The sealed envelope / box containing all the four envelopes above shall clearly bear the following identification:

**Application No: PCE/ECOR/PLG/2016-17/1 - “Application for Development of VISAKHAPANTAM Railway Station, Waltair Division, EAST COAST RAILWAY ”** and shall clearly indicate the name and address of the Applicant. The Application Due Date should be indicated on the right hand top corner of each of the envelopes/ packets and boxes. If the envelopes / packets and box are not sealed and marked as instructed herein, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

**2.13.2 Contents in Envelopes:**

(a) The First Envelope shall contain the following:

- (i) The ‘Earnest Money’ in a separate envelope marked as “EARNEST MONEY”;
- (ii) The Invitation Document Fee or the receipt/ proof of payment of Invitation Document Fee in a separate envelope marked as “INVITATION DOCUMENT FEE”; and
- (iii) The duly filled Checklist as per the format at Eligibility Proposal Form X;

(b) The Eligibility Proposal in the Second Envelope shall contain the following:

- (i) Duly signed Invitation Document including Volume I & II;
- (ii) Covering Letter for Application in the prescribed format (Eligibility Proposal Form I) along with along with Eligibility Proposal Forms– II to IV and Eligibility Proposal Form V (A) or V (B) as the case may be);



- (iii) Statement of Legal Capacity as per the format at Eligibility Proposal Form VI;
  - (iv) Power of Attorney for signing the Application as per the format at Eligibility Proposal Form VII;
  - (v) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Eligibility Proposal Form VIII;
  - (vi) Joint Bidding Agreement, in case of a Consortium, substantially in the format at Eligibility Proposal Form IX, if applicable;
  - (vii) Copies of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership firm then a copy of its partnership deed and other charter documents, PAN card etc. as the case may be; and
  - (viii) Applicant's duly audited balance sheet and profit and loss account for the preceding 3 (three) financial years immediately preceding the Application Due Date along with ITRs (income tax returns).
- (c) The Technical Proposal in the Third Envelope shall contain the following:
- (i) Letter of Technical Proposal along with Annexes and supporting documents as per Technical Proposal Form I;
  - (ii) Proposed Construction Methodology and Work Plan along with Annexes and supporting documents as per Technical Proposal Form II;
  - (iii) Project Schedule along with Annexes and supporting documents as per Technical Proposal Form III;
  - (iv) Handover Protocol along with Annexes and supporting documents as per Technical Proposal Form IV;
  - (v) Block Works Requirements along with Annexes and supporting documents as per Technical Proposal Form V; and
  - (vi) Technical Proposal along with Annexes and supporting documents as per Technical Proposal Form VI.
- (d) The Technical Proposal in the Fourth Envelope shall contain the following:
- (i) BOQ cum Costing and Estimates Plan along with Annexes and supporting documents as per Technical Proposal Form VII (A);
  - (ii) Financial Proposal with Annexes and supporting documents as per Technical Proposal Form VII (B);
  - (iii) Commercial Development Proposal along with Annexes and supporting documents as per Technical Proposal Form VIII; and

- (iv) Financial Plan Summary along with Annexes and supporting documents as per Technical Proposal Form IX.

2.13.3 Each of the Application (duly signed wherever required) shall be submitted only on the following address:

ATTN. OF: Chief Engineer/Planning/ECOR/BBS  
DESIGNATION: Chief Engineer/Planning/ECOR/BBS  
ADDRESS: OFFICE OF THE PRINCIPAL CHIEF ENGINEER, EAST COAST  
RAILWAY, RAIL SADAN, NORTH BLOCK, 1<sup>ST</sup> FLOOR,  
BHUBANESWAR- 751017, ODISHA  
Phone No. : 0674- 2303210 (O) 50520 (Rly)  
Fax No: 0674- 2303210  
Email id: ce\_planning@ecor.railnet.gov.in

2.13.4 In case of any clarification or correspondence, the Nodal Officer to be contacted is as under:

ATTN. OF: Chief Engineer/Planning/ECOR/BBS  
DESIGNATION: Chief Engineer/Planning/ECOR/BBS  
ADDRESS: OFFICE OF THE PRINCIPAL CHIEF ENGINEER, EAST COAST  
RAILWAY, RAIL SADAN, NORTH BLOCK, 1<sup>ST</sup> FLOOR,  
BHUBANESWAR- 751017, ODISHA  
Phone No. : 0674- 2303210 (O) 50520 (Rly)  
Fax No: 0674- 2303210  
Email id: ce\_planning@ecor.railnet.gov.in

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

## **2.14 Application Due Date**

2.14.1 The Applicants are advised to submit their Applications to the Authority well before the time and Application Due Date specified above at the prescribed address and in the manner as detailed in this Invitation Document. The Authority shall not be responsible for any delay in submission for any reason.

2.14.2 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date uniformly for all Applicants, in accordance with this Invitation Document.

2.14.3 Applicants shall submit their Applications in person by registered post/ speed post/ courier service, on or before the Application Due Date and time given in the Schedule of Bidding Process.

## **2.15 Late Applications**

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.16 Modifications/ substitution/ withdrawal of Applications**

- 2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date.
- 2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 2.13, with the envelopes additionally marked as “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date. If any Applicant withdraws or modifies its Application after the Application Due Date, the Earnest Money deposited by it shall stand forfeited by the Authority in entirety. It may specifically be noted that after withdrawal of the Application for any reason, Applicant cannot re-submit an Application again. Original documents submitted by Applicant to remain with Authority.
- 2.16.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

### **D. EVALUATION PROCESS**

## **2.17 Opening and Evaluation of Applications**

- 2.17.1 Opening and evaluation of Eligibility Proposals shall be done as per the process described herein. The Authority shall open the envelopes containing the Eligibility Proposals [Applications for Eligibility] as per the Schedule of Bidding Process, at the place specified in this Invitation Document and in the presence of the Applicants who choose to attend.
- 2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with this Invitation Document shall not be opened.
- 2.17.3 The Authority will subsequently examine and evaluate Eligibility Proposals of the Applications in accordance with the provisions set out in this Invitation Document.
- 2.17.4 Applicants are advised that qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

- 2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Experience Score of the Applicant.
- 2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience Score, and will, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application in accordance with the provisions of this Invitation Document.
- 2.17.9 To facilitate evaluation of Applications, the Authority may at its sole discretion, seek clarifications in writing from any Applicant regarding its Application.

## **2.18 Opening and Evaluation of Technical Proposals**

### **2.18.1 Evaluation Of Technical Proposals**

- (a) Prior to evaluation of the Technical Proposals, the Authority will determine whether the Technical Proposals submitted by Applicants are complete in all respects, and submitted in accordance with the terms hereof. The Technical Proposals that are not found responsive or the Technical Proposals for which a notice of withdrawal has been submitted shall not be opened and shall be rejected by the Authority. If the Technical Proposals are found responsive, complete in all respects, and submitted in accordance with the terms hereof, Technical Proposal submitted in Third Envelope shall be evaluated by the Authority with the assistance of Standing Technical Committee constituted by the Authority for prima-facie technical feasibility, by adopting the 'Quality Cum Cost Based System' for evaluation of Technical Proposals.
- (b) The minimum technical score required to qualify the technical evaluation round of Standing Technical Committee is 60 marks out of 100. A Technical Proposal shall be considered unsuitable and will be rejected if an Applicant does not get/meet the minimum technical score. Based on the technical evaluation, a list of technically qualified Technical Proposals and their respective Applicants shall be prepared by Standing Technical Committee. The intimation for opening of the Fourth Envelope (Technical Proposal - BOQ cum Costing and Estimates Plan, Financial Proposal, Commercial Development Proposals and Financial Plan Summary) of technically qualified Applicants will be sent by registered letter, facsimile, or e-mail to the Applicants.
- (c) The Fourth Envelope containing Technical Proposal relating to BOQ cum Costing and Estimates Plan, Financial Proposal, Commercial Development Proposal and Financial Plan Summary will be opened in the presence of representatives of such technically qualified Applicants who choose to attend. Prior to evaluation of the BOQ cum Costing and Estimates Plan, Financial

Proposal, Commercial Development Proposal and Financial Plan Summary, the Authority will determine whether the BOQ cum Costing and Estimates Plan, Financial Proposal, Commercial Development Proposal and Financial Plan Summary submitted are complete in all respects, and submitted in accordance with the terms hereof. The BOQ cum Costing and Estimates Plan, Financial Proposal, Commercial Development Proposal and Financial Plan Summary that are not found responsive or for which a notice of withdrawal has been submitted in accordance with this Invitation Document shall not be evaluated and shall be rejected by the Authority. The name of the Applicants (whose Technical Proposals in Fourth Envelope are responsive) and the proposed sub-total pricing and costing under the various heads and grand total will be read aloud and recorded when the BOQ cum Costing and Estimates Plans, Financial Proposal, Commercial Development Proposals and Financial Plan Summary are opened.

- (d) The responsive BOQ cum Costing and Estimates Plan and Financial Proposal of technically qualified Applicants submitted in Technical Proposal Form VII (A) and Technical Proposal Form VII (B) respectively, in accordance with the terms hereof, shall be evaluated by Authority with the assistance of the Standing Financial Committee constituted by the Authority for assessing prima-facie technical feasibility. The Commercial Development Proposal and Financial Plan Summary of such Applicants shall be evaluated by the Authority with the assistance of Standing Financial Committee for assessing prima-facie financial feasibility and commercial viability of the Project.
- (e) After completion of evaluation of the Technical Proposals of technically qualified Applicants by Standing Technical Committee and Standing Financial Committee, all these Technical Proposals along with their combined technical (St) and financial (Sf) scores as well as the recommendations of these two Committees shall be submitted to an 'Independent Committee of Eminent Experts' (ICEE) constituted by the Authority [General Manager, East Coast Railway] for examination.
- (f) The ICEE will examine all the Technical Proposals referred to it by the Standing Technical Committee and Standing Financial Committee and submit its recommendations regarding the selection of Project Proponent to the Authority [General Manager, East Coast Railway] for its final decision. In case of divergence of views/recommendations with Standing Technical Committee and Standing Financial Committee, the ICEE shall bring out and note detailed reasons for the same in its recommendation proceedings to facilitate the Authority for taking a decision regarding selection of the Project Proponent. The decision of the Authority shall be final in this regard.
- (g) The Project Proponent selected by the Authority ('**Selected Project Proponent**') will be invited by the Authority to prepare and submit the DPR based on Technical Proposal and Financial Proposal
- (h) Upon the selection of the Selected Project Proponent, the Earnest Money of

the remaining Applicants shall be refunded to the respective Applicants except those Applicants whose Earnest Money stands forfeited as per terms herein. The Selected Project Proponent will enter into agreement with the Authority to prepare and normalise the DPR. The Earnest Money of the Selected Project Proponent shall be returned after submission of bid security by Selected Project Proponent with the Authority as per the LOI.

- (i) Communication of Selection:- After the selection of Project Proponent, a letter of intent (the “LOI”) shall be issued, in duplicate, by the Authority to the Selected Project Proponent. Within 7 (seven) days of the receipt of LOI, the Selected Project Proponent shall submit the bid security as per the LOI and sign and return to the Authority the duplicate copy of LOI as acceptance and acknowledgement of the same.
- (j) In the event, the duplicate copy of the LOI duly signed by the Selected Project Proponent is not received by the stipulated time, the Authority may, unless it consents to extension of time for submission thereof, appropriate / forfeit the Earnest Money of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Applicant to acknowledge the LOI.
- (k) LOI will constitute the contract between the Selected Project Proponent and the Authority for fulfilling by the Selected Project Proponent of the requirements specified by the Authority in the Bidding Documents and the LOI, including but not limited to the Financial Proposal submitted by the Selected Project Proponent in Technical Proposal Form VII (B), till the completion of Bid Stage.

#### 2.18.2 DETAILED PROJECT REPORT

- (a) The Selected Project Proponent shall be invited by the Authority to prepare and submit a Detailed Project Report on the Technical Proposal and Financial Proposal submitted by it in conformity with local development norms and other Applicable Laws. The DPR shall contain technical aspects like outline specifications, detailed drawings for Railway Station, detailed Bill of Quantities, estimates, pricing and costing for undertaking the Station Project and shall further provide the details of inter-alia the existing and proposed commercial use of Reserved Railway Land, FSI/FAR/built-up area available on Reserved Railway Land, Project’s capital expenditure and financing plan, operational expenditure and revenues, utility relocation plan, Environmental Impact Assessment (if required), Social Impact Assessment (if required), base survey report, topographical survey to the extent required, geo-technical investigation report. The reference terms of DPR is attached as Exhibit III. The DPR along with schedules referred in the reference terms of DPR shall be filled by the Selected Project Proponent.
- (b) The DPR is required to be submitted by the Selected Project Proponent within 60 (Sixty) days of issue of LOI. The Authority may, at its sole discretion, extend the timelines for submission of DPR by such period as it deems fit.

- (c) The Detailed Project Report submitted by Selected Project Proponent shall be examined by the Authority. If required, the Selected Project Proponent may be called for further discussions with Authority for streamlining and normalization of the Detailed Project Report. The discussions shall generally be on issues such as design and drawing requirements, quantum and location of facilities, amenities and Project utilities to be provided, Station functional requirements, quality / specifications of works, integration with other modes of transport, segregation of parcel and passenger movement, construction methodology, quality of the work plan, etc.
- (d) If need be the Authority may hold discussions with the local competent authorities and Detailed Project Report will be normalized by the Selected Project Proponent as advised by the Authority. As part of the process of normalization, the Selected Project Proponent may, in consultation with Authority and/or Government Authority, be required to further revise /modify technical requirements and specifications to meet the specific requirements for development of the Railway Station. In such an event, the Station Development and Redevelopment Project BOQ cum Costing and Estimates Plan in the final DPR shall not exceed more than +/-10% (ten percent) of the Station Development BOQ cum Costing and Estimates Plan originally submitted by Selected Project Proponent in its Technical Proposal.
- (e) After completion of the process of normalization of DPR, the Selected Project Proponent shall be required to incorporate the suggestions of the Authority and/or Government Authority, as the case may be, and submit the revised and final DPR for Authority's consideration and approval.
- (f) However, in the event that the Selected Project Proponent fails to submit its Detailed Project Report or revised Detailed Project Report, as the case may be, within the due date specified herein or extended timelines if any permitted by the Authority or fails to meet the requirements of the Authority then the bid security deposited by such Selected Project Proponent shall stand forfeited by the Authority and further, the Authority may annul the Bidding Process at its sole discretion.
- (g) Once approved by the Authority, the final DPR (excluding proprietary information of the Selected Project Proponent) shall be notified/made available on <http://www.eastcoastrail.indianrailways.gov.in> for the information purposes of all Applicants. DPR notified of the Selected Project Proponent shall be the basis for invitation of financial proposal under the Bid Document.

2.18.3 Based on the details of notified DPR including details related to construction methodology, phasing plan, traffic block and Railway Station occupation requirements and plan for replacement of existing structures and buildings on the surrounding land, the Authority will finalise the Schedules, forming part of the Development Agreement, to be executed by the Developer.

2.18.4 Applicants will be deemed to have understood and agreed that no explanation or

amendment on any aspect of the technical details is required, and if the Applicant is eventually selected as the Developer, the Applicant agrees to implement the Project as per the technical details provided herein.

2.18.5 Any information contained in the Technical Proposal / Detailed Project Report shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant / Selected Project Proponent if the Project is subsequently awarded to it on the basis of such information.

2.18.6 In case, the DPR is not finalized within 180 days of issue of LOI, the bidding process shall come to end and fresh bidding process shall be initiated by the Authority.

## **2.19 Confidentiality**

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

## **2.20 Tests of responsiveness**

2.20.1

(a) Prior to evaluation of the Eligibility Proposals, the Authority shall determine whether each Eligibility Proposal is responsive to the requirements of the Invitation Document. An Eligibility Proposal shall be considered responsive only if:

- (i) it is received as per prescribed formats;
- (ii) it is received by the Application Due Date including any extension thereof;
- (iii) it is signed, sealed, and marked as stipulated;
- (iv) it is accompanied by the relevant Power of Attorney(ies) as specified herein;
- (v) it contains all the information and documents (complete in all respects) as requested in this Invitation Document;
- (vi) it contains certificates from its statutory auditors in the formats specified for each Eligible Project;



- (vii) it is accompanied by the full amount of Earnest Money and in specified format;
  - (viii) it is accompanied by the full amount of Invitation Document Fee or receipt/proof of payment in respect thereof; and
  - (ix) it does not contain any condition or qualification.
- (b) Similarly, prior to evaluation of the Technical Proposals, the Authority shall determine whether each Technical Proposal is responsive to the requirements of Invitation Document. A Technical Proposal shall be considered responsive only if:
- (i) it is received as per prescribed formats;
  - (ii) it is signed, sealed, and marked as stipulated;
  - (iii) it contains all the information and documents (complete in all respects) as requested in this Invitation Document; and
  - (iv) it is signed and initialed by authorised signatory of the Applicant as stipulated.

2.20.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application. The decision of Authority on the responsiveness of the Application shall be final, conclusive and binding on the Applicant and shall not be called into question by any Applicant on any ground whatsoever.

## **2.21 Clarifications**

2.21.1 To facilitate checking the responsiveness and evaluation of Applications, the Authority may, at its sole discretion, without being under any obligation to do so, reserves the right, to seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.2 If an Applicant does not provide clarifications sought under Clause 2.21.1 above within the prescribed time then the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.21.3 No Applicant shall have the right to give any clarification unless asked for by Authority or to request either Authority and/or MOR and/or any ministry or

department, authority or body whether statutory or non-statutory of the Government that may be concerned or connected, in any manner whatsoever, with the Bidding Process, to intervene in, any manner whatsoever, in the Bidding Process.

## **E. QUALIFICATION AND BIDDING**

### **2.22 Notification of Selected Project Proponent**

After the evaluation of Applications and completion of evaluation of Technical Proposals, the Authority would announce the Selected Project Proponent. The approved final DPR (excluding proprietary information of the Selected Project Proponent) and the Selected Project Proponent shall be notified/made available on <http://www.eastcoastrail.indianrailways.gov.in> of EAST COAST RAILWAY. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

### **2.23 Submission of Bids**

- 2.23.1 Following the Invitation Stage, Authority shall invite open bids and the Bidders shall be required to submit a Bid in the form and manner to be set out in the Bid Document, for the Project (implementing the Station Development Project, Redevelopment Project and Commercial Development Project) in terms of the Development Agreement. The Bids should not be lower than the Reserve Premium..
- 2.23.2 Bidders will be invited to submit their Bids for the Project. The Selected Project Proponent will not be required to submit the Bid. The Bidders are advised to visit the site and familiarise themselves with the Project before the submission of the Bids. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority. The technical drawings, designs, specifications and costs etc. for the Project approved by the Authority and set out in the notified DPR shall serve as the basis on which all Bidders shall submit their Bids.
- 2.23.3 Prior to evaluation of the Bids received from Bidders, the Authority shall determine if each Bid received is responsive to the requirements of the Bid Document. Only those Bids that are responsive shall be evaluated for technical and financial capacity. Thereafter, Bids of only those Bidders who are qualified, eligible and short-listed by the Authority (i.e. who meet the technical capacity and financial capacity) shall be opened for evaluation by the Authority and the Bidders shall be assessed and ranked as per the procedure set out in the Bid Document. After evaluation and ranking of all responsive Bids, if the Financial Proposal of the Selected Project Proponent is higher than the Highest Bid (i.e. offering the highest Premium to Authority) (including Commercial Development Project of air space and at Reserved Railway Land), then the Selected Project Proponent shall be notified as the Selected Bidder and shall be awarded the Project. However, in case the Financial Proposal of the Selected Project Proponent is lower than the Highest Bid, then the Selected Project Proponent shall be given the Right of First Refusal and an opportunity to match the Highest Bid, within the timeframe stipulated in the Bid Document.

2.23.4 In case the Selected Project Proponent successfully matches the Highest Bid within the stipulated timeframe, the Selected Project Proponent shall be notified as the Selected Bidder and shall be issued the LOA for the Project. However, in case the Selected Project Proponent is not able to match the Highest Bid made by the Highest Bidder within the timeframe stipulated in Bid Document, or in case the Selected Project Proponent fails to fulfill the requirements of the Authority and execute the Development Agreement or in case Selected Project Proponent withdraws or is disqualified for any reason, then its bid security shall stand forfeited and the Project will be awarded to the Highest Bidder (i.e. the Bidder offering the Highest Bid to the Authority) who shall then be declared as the Selected Bidder.

2.23.5 In case the Highest Bidder becomes the Selected Bidder and fails to fulfill the requirements of the Authority or fails to incorporate the SPC or fails to execute the Development Agreement or in case Highest Bidder withdraws or is disqualified for any reason, then its Bid Security shall stand forfeited and the Authority may, in its discretion, annul the Bidding Process.

#### 2.23.6 COMPENSATION FOR PREPARATION OF DPR

In case the Selected Project Proponent is not the Selected Bidder pursuant to the Bidding Process, described hereinabove and to be set out in more detail in Bid Document, the Selected Project Proponent would be eligible to receive from the Selected Bidder through the Authority, an amount inclusive of all applicable taxes and duties as compensation as per Appendix II, towards costs incurred by Selected Project Proponent for the efforts and work undertaken by it for preparation and finalization of the DPR.

#### 2.24 Proprietary data

2.24.1 All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

#### 2.25 Correspondence with the Applicant

2.25.1 Save and except as provided in this Invitation Document, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

#### 2.26 Employment / Partnership etc., of Retired Railway Employees

2.26.1 In case the Applicant proposes to engage or has in its employment retired officials of the Government of India, retired officials of Railways, it should be done and/or be strictly in accordance with guidelines of the Department of Personnel and Training on the same. Should an Applicant be a retired engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in any of the Railways owned and administered by the President of India for the time being, or should an Applicant being a consortium of Applicants have as one of its members a

retired engineer or retired Gazetted Officer as aforesaid, or should an Applicant/ Member being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should an Applicant have in its employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 1 (one) year prior to the date of submission of the Application as to whether permission for taking such contract, or if the Applicant being a consortium of Applicants or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the Applicant, has been obtained by the Applicant or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the Application. Applications without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the Applicant, as the case may be, shall be rejected.

- 2.26.2 Should an Applicant have a relative(s) or in the case of a LLP or a company one or more of its partner(s) or shareholder(s) or relative(s) of the partner(s) or shareholder(s) employed in a gazette capacity in Authority, Authority shall be informed of the fact at the time of submission of the Application, failing which the Application may be disqualified/ rejected or if such fact subsequently comes to light, the contract may be terminated in accordance with the provision of the Development Agreement.

## **2.27 Contacts during Application Evaluation**

- 2.27.1 Applications shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Applicants. While the Applications are under consideration, Applicants and/or their representatives or other interested parties are advised to refrain, save and except as required under this Invitation Document, from contacting by any means, the Authority and/or their employees/representatives on matters related to the Applications under consideration.

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in this Invitation Document shall qualify for evaluation. Applications not meeting these eligibility criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

- (a) Technical Capacity; and
- (b) Financial Capacity.

#### 3.2 Technical Capacity for purposes of evaluation

3.2.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

- Category 1:** Project experience on Eligible Projects in the field of Passenger Transportation such as railway stations, airports, ports (handling passenger traffic), bus terminals / stations, metro stations, mono rail stations that qualify under Clause 3.2.3
- Category 2:** Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3
- Category 3:** Construction experience on Eligible Projects in the field of Passenger Transportation such as railway stations, airports, ports (handling passenger traffic), bus terminals / stations, metro stations, mono rail stations that qualify under Clause 3.2.4
- Category 4:** Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4

For the purpose of this Invitation Document:

- (i) Core sector would be deemed to include railways (other than railway stations), roads and highways, power, ports (handling cargo), telecom, metro rail (other than metro stations), industrial parks / estates, logistic parks, pipelines, irrigation, water supply, sewerage, sports stadiums / complexes and real estate development including commercial and institutional complexes. It is clarified that Real estate development shall not include residential flats unless they form part of a real estate / Group Housing complex or township which has been built by the Applicant.
- (ii) Passenger Transportation projects would be deemed to include area for passenger amenities such as passenger waiting areas, platforms, circulation areas, arrival and departure areas etc.

3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.3 For a project to qualify as an Eligible Project under **Categories 1 and 2**:

- (a) It should have been undertaken as a PPP project on 'Build-Operate-Transfer' (BOT), 'Build-Own-Lease-Transfer' (BOLT), 'Build-Own-Operate' (BOO), 'Build-Own-Operate-Transfer' (BOOT) or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be;
- (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six percent) equity during the entire year for which Eligible Experience is being claimed;
- (c) the capital cost of the project should be more than Rs.40 Crore (Rupees Forty Crore only); and
- (d) the entity claiming experience shall, during the last 5 (five) financial years immediately preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products telecommunications or fare/freight revenues and other incomes of the company owning the Project.

3.2.4 For a project to qualify as an Eligible Project under **Categories 3 and 4**, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, cumulative payments / receipts of less than Rs. 40 Crore (Rupees Forty Crore only) shall not be reckoned as payments / receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land shall not be included hereunder.

3.2.5 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a Member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.6 Applicant's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/ or receipts specified in Clause 2.2.2

(A), divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Applicant has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

**Table 3.2.6: Factors for Experience across categories (where Indicative Project Cost is above Rs. 100 Crores)**

Categories	Factor
Category 1	1.25
Category 2	1.00
Category 3	0.75
Category 4	0.75

3.2.7 The Experience Score determined in accordance with Clause 3.2.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

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

### **3.3 Details of Experience**

3.3.1 The Applicant should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Application Due Date.

3.3.2 The Applicant must provide the necessary information relating to Technical Capacity as per format at Eligibility Proposal Form-III.

3.3.3 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Eligibility Proposal Form-IV.

### **3.4 Financial information for purposes of evaluation**

3.4.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, immediately preceding the year in which the Application is made.

3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years immediately preceding the year for which the Audited Annual Report is not being provided.

3.4.3 The Applicant must establish the minimum Financial Capacity specified in Clause 2.2.2 (B), and provide details as per format at Eligibility Proposal Form V (A) or V (B), as the case may be.

3.4.4 In case of foreign companies, a certificate from a qualified external auditor who audits the books of account of the Applicant or the Consortium Member in the formats provided in the country where the projects has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the Invitation Document.

### **3.5 Qualification of Applicants**

The credentials of eligible Applicants shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Applicant. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have equity share of at least 26% (twenty six percent) in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium. All Applicants who fulfill the conditions of eligibility and meet the other conditions specified in this Invitation Document shall be qualified and eligible to have their Technical Proposals opened for evaluation as per terms herein.

### **3.6 Criteria for Evaluation of Technical Proposals**

3.6.1 Technical Proposal Forms I to VI shall be evaluated by Standing Technical Committee and Technical Proposal Forms VII (A) and VII (B) shall be evaluated by Standing Financial Committee on a Quality cum Cost based System (QCBS) wherein weightage for (i) Technical Proposals submitted under Technical Proposal Forms I to VI shall be 60% (Tw); and (ii) Technical Proposal relating to BOQ cum Costing and Estimates Plan submitted under Technical Proposal Form VII (A) and Financial Proposal under Technical Proposal Form VII (B) shall be 40% (Fw).

#### **3.6.2 Evaluation by Standing Technical Committee and Standing Financial Committee**

- (a) The Standing Technical Committee will carry out the evaluation of Technical Proposal Forms I to VI on a score of 100. The parameters / sub-criteria of evaluation will be as per the 'Manual of Standards and Specifications for Railway Stations for Development of World class Stations through Public Private Partnership'. Each evaluated Technical Proposal will be given a technical score (St). The parameters for scoring and maximum marks to be given are as follows:



i. Station Design and Plans – Maximum **60 Marks**

S. No.	Description	Indicative Score breakup
<b>A</b>	<b>Adherence to Planning and Design Principles</b>	
1	Architectural Vision, Iconic features with local and cultural features integration	4
2	Economy, Efficiency and Effectiveness	4
3	Passenger Convenience and Comfort	4
4	Functionality	4
5	Circulation and Space Planning	4
6	Transport Integration	3
<b>B</b>	<b>Station Design and Plans</b>	
7	Safety & Security	5
8	Platform Planning (excluding platform geometry)	4
9	Station Layout and Circulation	4
10	Differently Abled Accessibility	3
11	Modular Elements Approach	3
12	Materials and Finishes	3
13	Lighting	3
14	Acoustics	3
15	Furniture, Fixture and Equipment	3
16	Signage and Graphics	4
17	Art and Advertising	2
	<b>Total</b>	<b>60</b>

ii. Station Services Systems – Maximum **15 Marks**

S. No	Description	Indicative Score Break up
1	Sustainable development & environmental considerations	3
2	Parcel storage and parcel movement	4
3	Support service areas	3
4	Utility Interface And Infrastructure Systems	5
	<b>Total</b>	<b>15</b>

iii. Operation and Maintenance Strategy & Plans – Maximum **7 marks**

iv. Commercial development in air space at/above Railway Station - Strategy & Planning – Maximum **10 marks**

v. Construction and Project Management Strategy & Plans – Maximum **8 marks**

- (b) The Technical Proposal scores of each of the Applicants (St) for its Technical Proposal submissions under Third Envelope (Technical Proposal Form I to VI) will be a sum of scores given / allocated to it for items (i) to (v) of this Clause by the Standing Technical Committee. The minimum technical score required to qualify technical evaluation is 60 marks out of 100.
- (c) Thereafter, the Standing Financial Committee will carry out the evaluation of Technical Proposal Form VII (A) and Technical Proposal Form VII (B) submitted in Fourth Envelope on a score of 100. Each evaluated BOQ cum Costing and Estimates Plan and Financial Proposal of technically qualified Applicants taken together will be given a financial score (Sf). The parameters for scoring and maximum marks to be given are as follows:

Item No.	Description	Indicative Score Break up
1	Proposed Station Development cost and Redevelopment Cost (Fw <sub>1</sub> )	30
2	Proposed Services cost (Fw <sub>2</sub> )	10
3	Proposed Operation and Management cost (Fw <sub>3</sub> )	10

4	NPV of the Lease Premium and Annual Lease Rent quoted in the Financial Proposal (Fw <sub>4</sub> )	50
<b>Total</b>		<b>100</b>

- (d) The Standing Financial Committee shall examine the Technical Proposals of technically qualified Applicants and evaluate the Commercial Development Proposals and Financial Plan Summary submitted in Technical Proposal Form VIII and Technical Proposal Form IX, respectively, for correlation with BOQ cum Costing and Estimates Plan submitted in Technical Proposal Form VII (A) and Financial Proposal submitted in Technical Proposal Form VII (B), and prima facie financial viability and commercial feasibility of implementing the Project.
- (e) Thereafter, 'Financial Score' (Sf) of technically qualified Applicants for its Technical Proposal submissions under Fourth Envelope (Technical Proposal Form VII (A) and VII (B)) shall be computed by the Standing Financial Committee as per the following procedure:
- For item nos.1, 2 and 3 mentioned in Clause 3.6.2 (c) i.e. Proposed Station Development cost and Redevelopment Cost, Proposed Services cost and Proposed Operation and Management cost, the Applicants will be given respective financial score (Sf<sub>1</sub>, Sf<sub>2</sub> and Sf<sub>3</sub>) using the following formula:
 

$Sf_1 = 100 \times Fm_1 / F_1$ ; in which Sf<sub>1</sub> is the financial score of the Applicant for item no.1 i.e. Proposed Station Development cost and Redevelopment Cost, and Fm<sub>1</sub> is the lowest cost of item no.1 and F<sub>1</sub> is the respective cost of an Applicant of item no.1.

$Sf_2 = 100 \times Fm_2 / F_2$ ; in which Sf<sub>2</sub> is the financial score of the Applicant for item no.2 i.e. Proposed Services cost, and Fm<sub>2</sub> is the lowest cost of item no.2 and F<sub>2</sub> is the respective cost of an Applicant of item no.2.

$Sf_3 = 100 \times Fm_3 / F_3$ ; in which Sf<sub>3</sub> is the financial score of the Applicant for item no.3 i.e. Proposed Operation and Management cost, and Fm<sub>3</sub> is the lowest cost of item no.3 and F<sub>3</sub> is the respective cost of an Applicant of item no.3.
  - For item no.4 mentioned in Clause 3.6.2 (c) i.e. NPV of the Lease Premium and Annual Lease Rent quoted in the Financial Proposal, the Applicants will be given respective financial score (Sf<sub>4</sub>) using the following formula:
 

$Sf_4 = 100 \times F_4 / Fm_4$ ; in which Sf<sub>4</sub> is the financial score of the Applicant for item no.4 i.e. NPV of the Lease Premium and Annual Lease Rent quoted in the Financial Proposal, and Fm<sub>4</sub> is the highest premium for item no.4 and F<sub>4</sub> is the respective premium of an Applicant for item no.4.

- iii The cumulative financial score (Sf) of each Applicant shall be computed as per formulae below:

$Sf = Sf_1 \times Fw_1 + Sf_2 \times Fw_2 + Sf_3 \times Fw_3 + Sf_4 \times Fw_4$ ; where Sf is the combined financial score, and  $Fw_1$ ,  $Fw_2$ ,  $Fw_3$  and  $Fw_4$  are weights assigned to item nos.1, 2, 3 and 4 mentioned in Clause 3.6.2 (c) respectively i.e. Proposed Station Development cost and Redevelopment Cost, Proposed Services cost, Proposed Operation and Management cost and NPV of the Lease Premium and Annual Lease Rent, will be 0.30:0.10:0.10:0.50.

- (f) After evaluation of Technical Proposals by the Standing Technical Committee and Standing Financial Committee, the Standing Financial Committee shall compute the cumulative 'Technical Score' (St) and 'Financial Score' (Sf) of Technical Proposals of technically qualified Applicants. The Technical Proposals submitted by Applicants shall finally be ranked by the Standing Financial Committee on the basis of Applicants' cumulative 'Technical Score' (St) and 'Financial Score' (Sf) as given below:

$S = St \times Tw + Sf \times Fw$ ; where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and BOQ cum Costing and Estimates Plan & Financial Proposal that will be 0.60:0.40.

- (g) In case there is a tie in the marks of two or more Applicants, then the Applicant quoting higher Premium will be ranked higher than other Applicants having same marks.

### 3.6.3 Examination by Independent Committee of Eminent Experts

After evaluation of Technical Proposals by the Standing Technical Committee and Standing Financial Committee, all these Technical Proposals along with their combined technical (St) and financial (Sf) scores as well as their recommendations shall be submitted to an 'Independent Committee of Eminent Experts' (ICEE) constituted by the Authority [General Manager, East Coast Railway] for its examination and submission of its recommendations to the Authority [General Manager, East Coast Railway] for its final decision.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Earnest Money as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or Bid Document issued by the Authority or MOR during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 4.3.1 **“corrupt practice”** means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Development Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (b) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Development Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Development Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- 4.3.2 **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- 4.3.3 **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- 4.3.4 **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 4.3.5 **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



## **5. PRE-APPLICATION CONFERENCE**

- 5.1 A Pre-Application conference of the interested parties shall be convened as per the Schedule of Bidding Process, at the date, time and place indicated below.

Date 21.03.2017

Time: 11.00 hrs

Address: OFFICE OF THE PRINCIPAL CHIEF ENGINEER, EAST COAST RAILWAY,  
RAIL SADAN, CHANDRASEKHARPUR, BHUBANESWAR- 751017, ODISHA

Telephone: 0674-2303210 / 0674-2300253

- 5.2 A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant
- 5.3 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.4 Non-attendance at the Pre-Application conference will not be a cause for disqualification of an Applicant.
- 5.5 The Authority, in its sole discretion and without incurring any obligation, may convene more than one Pre-Application conference, if considered necessary.
- 5.6 The replies to queries shall be uploaded on website <http://www.eastcoastrail.indianrailways.gov.in> of the Authority as per the Schedule of Bidding Process along with amendments, if any.

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India only and the Court shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 6.2.1 suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- 6.2.2 consult with any Applicant in order to receive clarification or further information;
- 6.2.3 qualify or not to qualify any Applicant and / or to consult with any Applicant in order to receive clarification or further information;
- 6.2.4 retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
- 6.2.5 independently verify, disqualify, reject and / or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 If an Applicant finds discrepancies in or omissions in any of the prescribed Forms herein or if it is in doubt as to their meaning, it should at once notify the Authority on or before the date specified by the Authority for pre-Application queries, which may send written instructions to all Applicants. It shall be understood that every endeavor shall be made to avoid any error that can materially affect the basis of the Application, and the Applicant shall take upon itself and provide for the risk of any error that may subsequently be discovered and shall make no subsequent claim on this account thereof



*(On the Letter Head of the Applicant/Lead Member of Consortium)*

ELIGIBILITY PROPOSAL FORM I  
LETTER COMPRISING THE APPLICATION FOR QUALIFICATION

Dated:

Invitation Document No.: PCE/ECOR/PLG/2016-17/1

To,

**The President of India,**

Acting through the

CHIEF ENGINEER/PLANNING,

OFFICE OF THE PRINCIPAL CHIEF ENGINEER, EAST COAST RAILWAY,

RAIL SADAN, CHANDRASEKHARPUR, BHUBANESWAR- 751017, ODISHA

**Sub: Invitation for Qualification and Technical Proposal for Development of  
VISAKHAPATNAM Railway Station ("Project")**

Dear Sir,

1. With reference to your Invitation Document dated {.....}, I/we, having examined the Invitation Document and understood its contents, hereby submit my/our Eligibility Proposal for the aforesaid Project. The Application is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Eligibility Proposal of the Applicants for the aforesaid Project, and I/ we certify that all information provided in the Application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Eligibility statement.
5. I/ We acknowledge the right of the Authority to reject my / our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, my/ our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, I/we/ any of the Consortium Members or my/our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a

judicial pronouncement, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on my/our part.

7. I/ We declare that:

- (a) I/ We have examined and have no reservations to the Invitation Document, including any Addendum issued by the Authority;
- (b) I/ We do not have any conflict of interest in accordance with the terms/ clauses of the Invitation Document that affects the bidding process;
- (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Invitation Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State;
- (d) I/ We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of the Invitation Document, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- (e) The undertaking given by me/ us along with the Application in response to the Invitation Document for the Project was true and correct as on the date of making the Application and are also true and correct as on the Application Due Date and I/We shall continue to abide by them; and
- (f) I/ We hereby certify that I/we, our Member or any of my / Member's Associate (whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with this Invitation Document) is not engaged in or hold equity in any entity that is engaged in implementation of more than 5 (five) Railway Station Project whose Commercial Operation Date has not been achieved on the Application Due Date.

- 8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to submit their Eligibility Proposals and Technical Proposals for the Project, without incurring any liability to the Applicants.
- 9. I/ We believe that I/we/ our Consortium/ proposed Consortium satisfy(ies) the Technical Capacity and Financial Capacity as specified in the Invitation Document and am/are/ is qualified to submit the Application.
- 10. I/ We declare that I/ we/ any Member of the Consortium, or my/ our/ its Associates am/are/is not a Member of any other Applicant/Consortium applying for Eligibility and qualification.

11. I/ We certify that in regard to matters other than security and integrity of the country, I/we/ any Member of the Consortium or any of my/our/ their Associates have not been convicted by a court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on my/our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, I/ we/ any Member of the Consortium or any of my/ our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court of Law for any offence committed by me/us or by any of my/our /their Associates, nor is there any such investigation pending against me/us.
13. I/ We further certify that no investigation by a regulatory authority or security agency related to the security and integrity of India is pending either against me/ us/ any Member of the Consortium or against our/ their Associates or against our Chief Executive Officer (CEO)/ Chief Financial Officer (CFO) or any of our directors/ managers/ key managerial personnel.
14. I/ We further certify that I/we am/are qualified to submit an Application in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/ 2001 -DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. I/We have read and understood the contents of the aforesaid guidelines, a copy of which forms a part of the Invitation Document at Appendix I thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/am/we are attracted by the provisions of disqualification in terms of the provisions of this Invitation Document, I/we shall intimate the Authority of the same immediately.
16. The Statement of Legal Capacity as per format provided at Eligibility Proposal Form-VI of the Invitation Document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per formats provided the Invitation Document, are also enclosed.
17. I/ We understand that in the event of me/us being selected as the selected Bidder, I/we shall incorporate a new Special Purpose Company (SPC) under the Companies Act, 2013, and any amendments thereto, and meet other conditions precedent prior to execution of the Development Agreement.
18. I/ We hereby irrevocably waive any right or remedy which I/ we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. I/ We agree and undertake to abide by all the terms and conditions of the Invitation Document.

20. I/ We agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Development Agreement.
21. The Invitation Document Fee in the form of a pay orders / demand draft / banker's cheque (strikeout whichever is not applicable) or receipt thereof is submitted.
22. I/We or any of the Directors of my/our Company/Member of the Consortium or any or my/our employee has/have not retired as Gazetted Officer within 1 (One) year of the date of submission of the Bid and/or have taken permission from the President of India for taking employment under me/us, becoming partner/ Director in my/ our Company or taking the contract.

In witness thereof, I/ we submit this application under and in accordance with the terms of the Invitation Document

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name of the Applicant/ Lead Member

Note:-

(1) All blank spaces and/or provisions contained in curly parenthesis in all Forms of this Invitation Document shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant. Paragraphs in curly parenthesis may be omitted by the Applicant, if not applicable to it, or modified as necessary to reflect Applicant -specific particulars.

(2) Strike out whichever is not applicable, if the Applicant is not an individual/consortium, as the case may be.

(3) If the Applicant is not a consortium, the provisions applicable to consortium may be omitted.

(4) In case Para 21 above is not complied with, details of such person(s) are to be enclosed.

Enclosed:-

1. Checklist of documents submitted by me/us
2. Earnest Money
3. Other documents as per the prescribed formats

## ELIGIBILITY PROPOSAL FORM II

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

**Name of Project:** Invitation for Qualification and Technical Proposal for Development of *VISAKHAPATANAM* Railway Station

### **Details of Applicant (For each Member of the Consortium)**

1.
  - (a) Full Name of Applicant/Member of Consortium (in block letters):
  - (b) Country of incorporation/ registration/ nationality (whichever is applicable):
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business/date of registration/date of birth:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
  - (f) E-Mail Address:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.

- (b) A copy of the Joint Bidding Agreement, as per the prescribed format should be attached to the Application.
- (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium as per Joint Bidding Agreement
1.			
2.			
3.			
4.			

\* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Eligibility Proposal Form IV.

- (d) The following information shall be provided by each Applicant and shall also be provided for each Member of the Consortium:

**Name of Applicant/ Member of Consortium:**

No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred <sup>£</sup> by the Central Government / State Government, or any entity Controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application.		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages under a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary) (Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

\_\_\_\_\_

(Name of the Applicant/Lead Member)

<sup>£</sup> or has been declared by the Authority as non performer/blacklisted

# ELIGIBILITY PROPOSAL FORM III

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

**Name of Project:** Invitation for Qualification and Technical Proposal for Development of *VISAKHAPATANAM* Railway Station

## **Technical Capacity of the Applicant @**

*(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the Invitation Document)*

Applicant type # (1)	Proposed Equity Shareholding in Consortium (%) as per Joint bidding Agreement	Member Code* (3)	Project Code ** (4)	Category \$ (5)	Experience ¥ (Equivalent Rs. crore) \$\$			Experience Score £ (9)	Whether Project is executed in OECD Country (Yes/No) (10)	Capital Cost of Project (in Rs. Crore) (11)
					Payments made/received for construction of Eligible Projects in Categories 3 and 4 (6)	Payments made for development of Eligible Projects in Categories 1 and 2 (7) \$\$\$	Revenues appropriated from Eligible Projects in Categories 1 and 2 (8) \$\$\$			
Single entity Applicant			a							
			b							
			c							
			d							
Consortium Member 1			1a							
			1b							
			1c							

			1d							
Consortium			2a							
Member 2			2b							
			2c							
			2d							
			<b>Aggregate</b>		<b>Experience</b>					

(Signature of the Authorised Signatory)  
(Name and designation of the Authorised Signatory)  
(Name of the Applicant/Lead Member)

### Note

@ Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3(c) and for Categories 3 and 4, include only those projects where the payments made / received exceed the amount specified in Clause 3.2.4. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

# An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.9, shall be provided.

\* Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member and OM means Other Member.

\*\*Refer Eligibility Proposal Form IV. Add more rows if necessary.

\$ Refer Clause 3.2.1.

¥ In the case of Eligible Projects in Categories 1 and 2, the highest figures in columns 7 or 8 will be added for computing the Experience Score

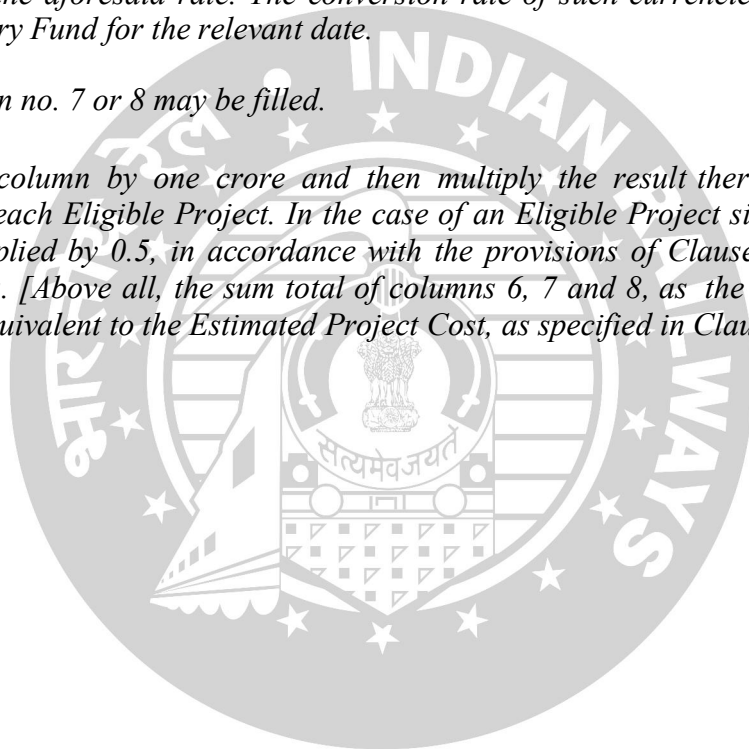


of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.

\$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (sixty)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

\$\$\$ For Categories 1 and 2, either of column no. 7 or 8 may be filled.

£ Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.6 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.7, and the product thereof shall be the Experience Score for such Eligible Projects. [Above all, the sum total of columns 6, 7 and 8, as the case may be, in respect of each Eligible Project shall be restricted to a ceiling equivalent to the Estimated Project Cost, as specified in Clause 3.2.8.]



## ELIGIBILITY PROPOSAL FORM IV

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

**Name of Project:** Invitation for Qualification and Technical Proposal for Development of  
VISAKHAPATNAM Railway Station

### Details of Eligible Projects

*(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the Invitation Document)*

(In case of Consortium, this Form to be filled separately for each Member whose Technical Capacity is to be counted)

**Member Name:**

**Project Code:**

**Member Code:**

Item (1)	Refer Instruction (2)	Particulars of the Project
Title & nature of the project		
Category	5	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	16	

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name of the Applicant/Lead Member)

### Certified by Statutory Auditor/Chartered Accountant:-

I/We, in our capacity as the Statutory Auditor/Chartered Accountant \_\_\_\_\_ (Name of the Applicant/Member of the Consortium) certify that above details in this Eligibility Proposal Form are correct.

(Signature of the Statutory Auditor/Chartered Accountant)

(Name and seal of the Statutory Auditor/Chartered Accountant)

*Note:- If this Eligibility Proposal Form is spread on more than one page, then all pages have to be signed with seal by Statutory Auditor/Chartered Accountant, as the case may be.*

## Instructions:

1. Applicants are expected to provide information in respect of each Eligible Projects in this Eligibility Proposal Form. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the Invitation Document, as the case may be. Information provided in this section is intended to serve as a back-up for information provided in the Application.
2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write "Associate" along with Member Code.
5. Refer to Clause 3.2.1 of the Invitation Document for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Eligibility Proposal Form-II. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid / received exceeds the minimum amount specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).

11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Applicant's statutory auditor<sup>\$</sup> or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member/Associate may provide the requisite certification.
13. If the Applicant is claiming experience under Categories 1 & 2<sup>£</sup>, it should provide a certificate from its statutory auditor in the format below:

#### Annexure I

#### **Certificate from the Statutory Auditor regarding PPP projects<sup>F</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Applicant/Member/Associate) is/ was an equity shareholder in ..... (title of the project company) and holds/ held Rs. .... cr. (Rupees ..... crore) of equity (which constitutes .....%<sup>€</sup> of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date)<sup>¥</sup>. The project was/is likely to be commissioned on ..... (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs. .... cr. (Rupees ..... crore), of which Rs. .... cr. (Rupees ..... crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:


We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 of the Invitation Document during the past five financial years were Rs. .... cr. as per year-wise details noted below:

.....  
Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

<sup>\$</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this Invitation Document.

<sup>£</sup> Refer Clause 3.2.1 of the Invitation Document

<sup>F</sup> Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the

annual accounts of the company.

€ Refer instruction No. 10 in Eligibility Proposal Form IV.

¥ In case the project is owned by the Applicant company, this language may be suitably modified to read: “It is certified that ..... (name of Applicant) constructed and/ or owned the ..... (name of project) from ..... (date) to ..... (date).”

14. If the Applicant is claiming experience under Category 3 & 4<sup>§</sup>, it should provide a certificate from its statutory auditors or the client in the format below:

### Annexure II

#### Certificate from the Statutory Auditor/ Client regarding construction works<sup>F</sup>

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (name of the Applicant/Member/Associate) was engaged by ..... (title of the project company) to execute ..... (name of project) for .....

(nature of project)}<sup>Y</sup>. The construction of the project commenced on ..... (date) and the project was/ is likely to be commissioned on ..... (date, if any). It is certified that ..... (name of the Applicant/ Member/ Associate) received/paid Rs. .... cr. (Rupees ..... crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. .... cr. (Rupees ..... crore), of which the Applicant/Member/Associate received/paid Rs. .... cr. (Rupees ..... crore), in terms of Clauses 3.2.1 and 3.2.4 of the Invitation Document, during the past five financial years as per year-wise details noted below:


{It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/ consortium.}<sup>a</sup>

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory).

Date:

§ Refer Clauses 3.2.1 and 3.2.4 of the Invitation Document.

F Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

Y In case the Applicant owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: “ this is to certify that ..... (name of Applicant/Member/ Associate) held 26% or more of the paid up and subscribed share capital in the..... (name of Project company) when it undertook construction of the ..... (name of Project) through..... (name of the contractor).

**a** This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate in the format below:

**Annexure III**

**Certificate from Statutory Auditor/ Company Secretary regarding Associate<sup>\$</sup>**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty percent) of the subscribed and paid up voting equity of ..... (name of the Associate) is held, directly or indirectly<sup>£</sup>, by ..... (name of Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises Control over the former, who is an Associate in terms of Clause 2.2.9 of the Invitation Document.

A brief description of the said equity held, directly or indirectly, is given below:

*{Describe the share-holding of the Applicant/ Consortium Member in the Associate}*

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory).

Date:

<sup>\$</sup> In the event that the Applicant/ Consortium Member exercises Control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

<sup>£</sup> In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “Control” is not broken.

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score<sup>Q</sup>

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<sup>Q</sup> Refer Clause 3.2.6 and 3.2.7 of the Invitation Document.

# ELIGIBILITY PROPOSAL FORM V (A)

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

**Name of Project:** Invitation for Qualification and Technical Proposal for Development of VISAKHAPATNAM Railway Station

## Financial Capacity of the Applicant (Net Worth)

(In case of Consortium, this Form to be filled separately for each Member whose Financial Capacity is to be counted)

(Refer to Clauses 2.2.2(B), 2.2.3 (b) and 3.4 of the Invitation Document)

(In Rs. crore<sup>£</sup>)

Applicant type	Member Code <sup>£</sup>	Proposed Equity Shareholding in Consortium (%) as per	Net Cash Accruals			Net Worth <sup>€</sup>
			Year 1 (4)	Year 2 (5)	Year 3 (6)	Year 1 (7)
Single entity Applicant / Consortium Member 1/ Consortium Member 2/ Consortium Member 3/ Consortium Member 4						

(Signature of the Authorised Signatory)  
(Name and designation of the Authorised Signatory)  
(Name of the Applicant/Lead Member)

## Certified by Statutory Auditor/Chartered Accountant:-

I/We, in our capacity as the Statutory Auditor/Chartered Accountant \_\_\_\_\_ (Name of the Applicant/Member of the Consortium) certify that above details in this Eligibility Proposal Form are correct.

(Signature of the Statutory Auditor/Chartered Accountant)  
(Name and Seal of the Statutory Auditor/Chartered Accountant)

<sup>£</sup>For Member Code, see instruction 4 at Eligibility Proposal Form-IV.

<sup>€</sup>The Applicant should provide details of its own Financial Capability or of an Associate specified in Clause 2.2.9.

<sup>\$\$</sup> For conversion of other currencies into rupees, see note in Eligibility Proposal Form-III.

## Instructions:

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for past 3 (three) financial years immediately preceding the Application Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
5. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth as well as average annual gross revenue in accordance with Clause 2.2.3 (b) of the Invitation Document. The Auditor's Certificate shall include the following undertaking: *"I/We certify that Net Worth of the Applicant has been calculated in accordance with Clauses 2.2.2(B), 2.2.3(b) and 3.4 of the Invitation Document."*
6. For those Applicants /their Members whose accounts are not required to be audited as per the law "Statutory Auditor" will be replaced with "practicing Chartered Accountant" who is a member of ICAI. The Chartered Accountant's Certificate shall include the following undertaking: *"I/We certify that Net Worth of the Applicant has been calculated in accordance with Clauses 2.2.2(B), 2.2.3(b) and 3.4 of the Invitation Document."* Further, their full income tax return along with financial statements containing the profit & loss/ income & expenditure account duly certified by a practicing chartered accountant should be submitted.
7. The format is being provided for illustrative and information purposes only. It is Applicant's sole responsibility to ensure that the information and calculations provided in the forms are accurate and complete.
8. In jurisdictions (foreign country) that do not have Statutory Auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under Financial Capacity criteria.
9. In case this Eligibility Proposal Form consists of more than one page, Statutory Auditor & Authorised Signatory shall sign with seal on all pages.



## ELIGIBILITY PROPOSAL FORM V (B)

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

**Name of Project:** Invitation for Qualification and Technical Proposal for Development of VISAKHAPATNAM Railway Station

### Financial Capacity of the Applicant (Average Gross Annual Revenue)

(In case of Consortium, this Form to be filled separately for each Member whose Financial Capacity is to be counted)

*(Refer to Clauses 2.2.2(B), 2.2.3 (b) and 3.4 of the Invitation Document)*

The aggregate gross revenues as per the audited annual financial statement /income tax return of the last three Financial Years should be presented in the following tabular format (along with the copies of above documents) certified by the Statutory Auditor of the Applicant or each Member (in case of a Consortium).

Applicant type \$	Member Code £	Proposed Equity Shareholding in Consortium (%) as per Joint Bidding Agreement	Gross Annual Revenue (In Rs. crore \$)			Average Gross Annual Revenue
(1)	(2)	(3)	Year 1 (4)	Year 2 (5)	Year 3 (6)	(7) = [(4)+(5)+(6)]/3
Single entity Applicant / Consortium Member 1/ Consortium Member 2/ Consortium Member 3/ Consortium Member 4						

(Signature of the Authorised Signatory)  
(Name and designation of the Authorised Signatory)  
(Name of the Applicant/Lead Member)

### Certified by Statutory Auditor/Chartered Accountant:-

I/We, in our capacity as the Statutory Auditor/Chartered Accountant \_\_\_\_\_ (Name of the Applicant/ Member of the Consortium) certify that above details in this Eligibility Proposal Form are correct.

(Signature of the Statutory Auditor/Chartered Accountant)  
(Name and Seal of the Statutory Auditor/Chartered Accountant)

£ For Member Code, see instruction 4 at Eligibility Proposal Form-IV.

\$\$ For conversion of other currencies into rupees, see note below Eligibility Proposal Form-III.

**Instructions:**

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for past 3 (three) financial years immediately preceding the Application Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
3. The Applicant shall provide an Auditor's Certificate specifying the average annual gross revenue of the Applicant and also specifying the methodology adopted for calculating such average annual gross revenue in accordance with Clause 2.2.3 (b) of the Invitation Document. The Auditor's Certificate shall include the following undertaking: *"I/ We certify that average annual gross revenue of the Applicant has been calculated in accordance with Clauses 2.2.2(B), 2.2.3(b) and 3.4 of the Invitation Document."*
4. For those Applicants /their Members whose accounts are not required to be audited as per the law "Statutory Auditor" will be replaced with "practicing Chartered Accountant" who is a member of ICAI. The Chartered Accountant's Certificate shall include the following undertaking: *"I/ We certify that average annual gross revenue of the Applicant has been calculated in accordance with Clauses 2.2.2(B), 2.2.3(b) and 3.4 of the Invitation Document."* Further, their full income tax return along with financial statements containing the profit & loss/income & expenditure account duly certified by a practicing chartered accountant should be submitted.
5. The format is being provided for illustrative and information purposes only. It is Applicant's sole responsibility to ensure that the information and calculations provided in the forms are accurate and complete.
6. In jurisdictions (foreign country) that do not have Statutory Auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under Financial Capacity criteria.
7. In case this Eligibility Proposal Form consists of more than one page, Statutory Auditor & Authorised Signatory shall sign with seal on all pages.

## ELIGIBILITY PROPOSAL FORM VI

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

**Name of Project:** Invitation for Qualification and Technical Proposal for Development of VISAKHAPATNAM Railway Station

### **Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant/ Lead Member of Consortium)*

Date:

To,

**The President of India,**

Acting through the

CHIEF ENGINEER/PLANNING,

OFFICE OF THE PRINCIPAL CHIEF ENGINEER, EAST COAST RAILWAY,

RAIL SADAN, CHANDRASEKHARPUR, BHUBANESWAR- 751017, ODISHA

**Subject:** Invitation for Qualification and Technical Proposal for Development of VISAKHAPATNAM Railway Station

Dear Sir,

I/We hereby confirm that we/ our Members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the Invitation Document.

I/We have agreed that ..... (insert Member's name) will act as the Lead Member of our consortium.\*

I/We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the Applicant/consortium on its behalf\*\* and has been duly authorized to submit the Invitation Document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*

*\*\* Copy of charter/registration/incorporation documents or in case of Applicants falling under the category of individuals, a self-certified photocopy of proof of photo identity and address as is accepted by a nationalized bank for opening a bank account along with a self-attested photocopy of PAN Card should be enclosed with this Eligibility Proposal Form.*

## ELIGIBILITY PROPOSAL FORM VII

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

**Name of Project:** Invitation for Qualification and Technical Proposal for Development of VISAKHAPATNAM Railway Station

### **Special Power of Attorney for signing of Application**

(This Form is to be submitted only by Applicant/Lead Member of the Consortium)

(To be executed on Non Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and duly notarized.)

Know all men by these presents, I/We, {.....} (insert name of the Applicant and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife of {.....} and presently residing at {.....}, who is presently employed with me/us/ the Lead Member of our Consortium and holding the position of {.....}, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our Application for the Development of {insert name and location of station} Railway Station proposed or being developed by the Authority (the "Authority") including but not limited to signing and submission of the Application and all other documents and writings, participate in Applicants' and other conferences and providing information/responses to the Authority, representing me/us in all matters before the Authority, signing and execution of all contracts including the Development Agreement and undertakings consequent to acceptance of our Application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of my/our Application for the said Project and/or up on award thereof to me/us and/or till the entering into of the Development Agreement with the Authority.

AND whereby I/we agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by my/our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by my/our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by me/us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

Date:

Place:

For .....

(Signature, name, designation and address of person authorised by Board Resolution (in case of Applicant/Lead Member))

Witnesses:

1.

2.

Accepted

.....  
(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared  
before me/ signed before me/Attested/ Authenticated\*

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: \_\_\_\_\_

Notes:

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

*2. The Power of Attorney should be duly supported with the enabling Board Resolutions of the executants. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised/ consularised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised/ consularised by the Indian Embassy if it carries a conforming Apostille certificate.*

*4. Strike out whichever is not applicable.*

## Eligibility Proposal Form VIII

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

**Name of Project:** Invitation for Qualification and Technical Proposal for Development of VISAKHAPATNAM Railway Station

### Special Power of Attorney for Lead Member of Consortium

(To be executed on Non Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and duly notarized.)

Whereas the {insert name of authority} (the "Authority") has invited Applications from interested parties for the Development of {insert name and location of station} Railway Station (the "Project").

Whereas, {.....} and {.....} (insert name and address of registered office of all Members) (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Invitation Document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Application for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, M/s {.....} having our registered office at {.....} (hereinafter referred to as "Member 1"), M/s {.....} having our registered office at {.....} (hereinafter referred to as "Member 2"), and M/s. {.....}, having our registered office at {.....} (hereinafter referred to as "Member 3"), (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s {.....}, having its registered office at {.....}, being one of the Members of the Consortium, as the Lead Member and true and lawfull attorney of the Consortium (here in after referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to act as the Lead Member of the Consortium for the Project, to conduct all business for and on behalf of the Consortium and anyone of us during the bidding process and, in the event the Consortium is awarded the Development/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Application for the Project, including but not limited

to signing and submission of all Application and all other documents and writings, accept the Letter of Award, participate in Applicants' and other conferences, respond to queries, submit information/documents, sign and execute contract sand undertakings consequent to acceptance of the Application of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Application for the Project and/or upon award thereof till the Development Agreement is entered into with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

Date:

Place:

For Member 1 (Signature, Name & Title)

For Member 2 (Signature, Name & Title)

For Member 3 (Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

Accepted

Notarised

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

Person identified by me/ personally appeared before me/signed before  
me/Attested/Authenticated\*

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date:.....

*Notes:*

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. The Power of Attorney should be duly supported with the enabling Board Resolutions of the executants. Also, wherever required, the Applicant/Member should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power her under on behalf of such Applicant/Member-.*
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised/ consularised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised/ consularised by the Indian Embassy if it carries a conforming Appostille certificate.*
- 4. Strike out whichever is not applicable.*



## Eligibility Proposal Form IX

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

**Name of Project:** Invitation for Qualification and Technical Proposal for Development of VISAKHAPATNAM Railway Station

### Joint Bidding Agreement for Consortium

(To be executed on Non Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and duly notarized.)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

#### AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

#### AND

4. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}<sup>\$</sup>

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

<sup>\$</sup> The number of Parties will be shown here, as applicable, subject however to a maximum of 4 (Four).

## WHEREAS,

- (A) THE East Coast Railway, (hereinafter referred to as “Authority”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) has invited applications (the “**Applications**”) by its Invitation Document No. PCE/ECOR/PLG/2016-17/1 dated 08.02.2017(the “Invitation Document”) for qualification, eligibility and submission of Technical Proposals for Development of VISAKHAPATNAM Railway Station (the “**Project**”).
- (B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the Invitation Document in respect of the Project, and
- (C) It is a necessary condition under the Invitation Document that the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

## NOW IT IS HEREBY AGREED as follows:

### 1. Definitions and Interpretations

- 1.1 In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Invitation Document.

### 2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

### 3. Covenants

- 3.1 The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a Special Purpose Company (the “**SPC**”) under the Companies Act, 2013 for entering into a Development Agreement with the Authority and for performing all its obligations as the Developer in terms of the Development Agreement for the Project.

### 4. Role of the Parties

- 4.1 The Parties hereby undertake to perform the roles and responsibilities as described below:
  - (a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Development Agreement when all the obligations of the SPC shall become effective;
  - (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
  - {(c) Party of the Third Part shall be the [Financial Member of the Consortium];

and}

{{(d) Party of the Fourth Part shall be the [Operation and Maintenance Member/ Other Member of the Consortium].}}

## **5. Joint and Several Liability**

5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Invitation Document, till such time as the Financial Close for the Project is achieved under and in accordance with the Development Agreement. The Parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Consortium. {Insert name of Lead Member} shall be authorized to act on behalf of the Consortium as their representative for bidding and implementation of the Project.

## **6. Shareholding in the SPC**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6.2 The Parties undertake to form a new Special Purpose Company (SPC) with minimum joint shareholding of 100% equity, which shall be required to be maintained till the signing of the Development Agreement and meeting of all the conditions precedents in terms of the Development Agreement. The Parties undertake that a minimum of 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC shall, at all times till the second anniversary of the Date of Commercial Operation of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, be held by each of the Parties of the First Part, {Second Part and Third Part and Fourth Part}\* whose technical capacity and financial capacity have been reckoned for the purposes of qualification, eligibility and short-listing of Applicants for the Project in terms of the Invitation Document.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times till the second anniversary of the Date of Commercial Operation of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, hold subscribed and paid up equity share capital of SPC equivalent to at least 5% (five percent) of the Estimated Project Cost.

6.4 Subject to Clause 6.2 above the Parties also undertake that they shall collectively hold at least (i) 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPC at all times until the second anniversary of the Commercial Operation Date of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, and (ii) thereafter 26% of the subscribed and paid up equity of the SPC at all times till end of term of the Station Facility Management Agreement including any renewal thereof.

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

\* (strike out whichever is not applicable)

## **7. Representation of the Parties**

7.1 Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge :
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## 8. Termination

- 8.1 In case the Project is awarded to the Consortium, this Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved/fulfillment of all Conditions Precedent under and in accordance with the Development Agreement (as may be applicable), and thereafter the legal liabilities of the Members shall be governed by the relevant provisions of the Development Agreement. However, in case the Consortium is either not qualified/eligible for the Project or does not get selected for award of the Project or upon return of the Bid Security by the Authority to the Bidder, as the case may be, the Agreement will stand terminated.

## 9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

\_\_\_\_\_

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED AND DELIVERED

For and on behalf of  
THIRD PART

SIGNED AND DELIVERED

For and on behalf of  
FOURTH PART

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

Accepted

Notarised

Person identified by me/ personally appeared before me/signed before  
me/Attested/Authenticated\*

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date:.....

Place:.....

**Notes:**

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

*2. The Joint Bidding Agreement should be duly supported with the enabling Board Resolutions of the executants. Also, wherever required, the Applicant/Member should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Joint Bidding Agreement for the delegation of power hereunder on behalf of such Applicant/Member.*

*3. For a Joint Bidding Agreement executed and issued overseas, the document will also have to be legalised/ consularised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Joint Bidding Agreement provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised/ consularised by the Indian Embassy if it carries a conforming Apostille certificate.*

*4. Strike out whichever is not applicable.*

## ELIGIBILITY PROPOSAL FORM X

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

**Name of Project:** Invitation for Qualification and Technical Proposal for Development of VISAKHAPATNAM Railway Station

### FORMAT OF CHECKLIST

The Applicant shall submit a copy of the duly filled and completed Checklist in the format prescribed herein. The Applicant shall not amend the order or change the contents of this Checklist.

S.No.	Item	Checked by Applicant	Remarks of Authority
<b>FIRST ENVELOPE</b>			
1.	Earnest Money		
2.	Invitation Document Fee or receipt thereof		
3.	Eligibility Proposal Form X - Checklist		
<b>SECOND ENVELOPE</b>			
S.No.	Item	Checked by Applicant	Remarks of Authority
1.	Eligibility Proposal Form I – Covering Letter for Application i.e. Letter Comprising the Application for Qualification		
2.	Eligibility Proposal Form II- Details of the Applicant		
3.	Eligibility Proposal Form III – Technical Capacity of the Applicant		
4.	Eligibility Proposal Form IV – Details of Eligible Projects		
5.	Eligibility Proposal Form V (A) – Financial Capacity of the Applicant (Net Worth) OR Eligibility Proposal Form V (B) – Financial Capacity of the Applicant (Average Annual Gross Revenue)		
6.	Eligibility Proposal Form VI – Statement of Legal Capacity		

7.	Eligibility Proposal Form VII – Power of Attorney for signing of Application		
8.	Eligibility Proposal Form VIII – Power of Attorney for Lead Member of Consortium		
9.	Eligibility Proposal Form IX - Joint Bidding Agreement for Consortium		
<b>THIRD ENVELOPE</b>			
S.No.	Item	Checked by Applicant	Remarks of Authority
1.	<b>Technical Proposal Form I</b> - Letter of Technical Proposal		
2.	<b>Technical Proposal Form II</b> - Proposed Construction Methodology and Work Plan		
3.	<b>Technical Proposal Form III</b> - Project Schedule		
4.	<b>Technical Proposal Form IV</b> - Handover Protocol		
5.	<b>Technical Proposal Form V</b> - Block Works Requirements		
6.	<b>Technical Proposal Form VI</b> - Station Development Technical Plans, Designs and Reports		
<b>FOURTH ENVELOPE</b>			
S.No.	Item	Checked by Applicant	Remarks of Authority
1.	<b>Technical Proposal Form VII (A)</b> - Station Development and Redevelopment Project BOQ cum Costing and Estimates Plan		
2.	<b>Technical Proposal Form VII (B)</b> – Financial Proposal		
3.	<b>Technical Proposal Form VIII</b> - Commercial Development Proposal		
4.	<b>Technical Proposal Form IX</b> – Financial Plan Summary		



NOTE:

1. Documents to be duly bounded;
2. All pages to be numbered serially;
3. Each page of the document to be initialed in Blue ink by the Authorized Signatory.

Date:

Place:

For .....

(Signature, name, designation and address of person authorised by Board Resolution (in case of Applicant/Lead Member))



## **Appendix I**

**Invitation Document No.: PCE/ECOR/PLG/2016-17/1**

### **Guidelines of the Department of Disinvestment**

No. 6/4/2001-DD-II  
Government of India  
Department of Disinvestment

Block 14, CGO Complex  
New Delhi.  
Dated 13<sup>th</sup> July, 2001.

#### **OFFICE MEMORANDUM**

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially Controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their EOI. The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

Sd/-  
(A.K. Tewari)  
Under Secretary to the Government of India

## APPENDIX II

**Invitation Document No.: PCE/ECOR/PLG/2016-17/1**

### DPR COMPENSATION

This Appendix outlines the compensation payable to Selected Project Proponent, for preparation and finalization of the Detailed Project Report, in case it is not selected as the Developer pursuant to the Bidding Process.

S.N.	<b>Estimated Cost of Station Development Project + Estimated Cost of Redevelopment Project, taken together</b>  <b>(in Rs.)</b>	<b>Compensation payable</b>  (% of (i) Estimated Cost of Station Development Project + (ii) Estimated Cost of Redevelopment Project, taken together OR Fixed specified lumpsum, whichever is lower)
1	Upto 20 Crores	1% or Rs. 15 Lakhs
2	More than 20 Crores & upto 50 Crores	0.75% or Rs. 30 Lakhs
3	More than 50 Crores & upto 100 Crores	0.60% or Rs. 50 Lakhs
4	More than 100 Crores & upto 200 Crores	0.50% or Rs. 80 Lakhs
5	More than 200 Crores	0.40% or Rs. 100 Lakhs

### APPENDIX III

#### FORMAT FOR UNDERTAKING NO “CONFLICT OF INTEREST”<sup>20</sup>

(To be printed on the Official Letterhead of the Applicant or Lead Member)

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

To,

**The President of India,**

Acting through the

CHIEF ENGINEER/PLANNING

OFFICE OF THE PRINCIPAL CHIEF ENGINEER, EAST COAST RAILWAY

RAIL SADAN, CHANDRASEKHARPUR, BHUBANESWAR- 751017, ODISHA

Dated: {insert date}

Sub: Invitation for Qualification and Technical Proposal for Development of  
VISAKHAPATNAM Railway Station

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

Dear Sir,

In regards to above and the prescribed requirement under the Invitation Document relating to “Conflict of Interest”, I/We hereby further confirm and undertake as below:

\*I/We (including Members of Consortium, Associate or any constituent thereof) do not have any conflict of interest, in terms of meaning and scope as stated under Clause 2.2.1(c) of Invitation Document, with either of any of the Applicants/its Members/Associate or any constituent, participating in the Invitation Stage or the Authority’s legal, financial or technical advisor *THE BOSTON CONSULTING GROUP* under Clause 2.2.1(d) of Invitation Document.

OR

\*I/We (including Members of Consortium, Associate or any constituent thereof) have a Conflict of Interest in terms of meaning and scope as stated under Clause 2.2.1(c) of Invitation Document, with either of any of the Applicants/its Members/Associate or any constituent, participating in the Invitation Stage or the Authority’s legal, financial or technical advisor *THE BOSTON CONSULTING GROUP* under Clause 2.2.1(d) of Invitation Document.

S.No.	Name of the Applicant	Name and Scope of the Conflict

\*Note: Strike out whichever is not applicable

For and behalf of {\_\_\_\_\_} (Insert Name of Sole Applicant/Name of Lead Member of Consortium)

Yours faithfully,

Dated:

Signature of Authorized Signatory

Place:

(Name and Designation)

Stamp of the Applicant/Lead Member of Consortium.

<sup>20</sup> To be sought by the Authority from all Applicants and consultants of Project (if any) after opening of Application (Envelope) with a list of Applicants & consultants. The Applicants shall submit the Conflict of Interest certificate as per the format within the prescribed time given by the Authority.

## TECHNICAL PROPOSAL FORM I

Invitation Document No.: PCE/ECOR/PLG/2016-17/1

### Letter of Technical Proposal

*(To be forwarded on the letter head of the Applicant entity / Lead Member of Consortium)*

Dated:

Sub: Technical Proposal for Development of VISAKHAPATNAM Railway Station

Dear Sir,

1. This is with reference to your Invitation Document dated {Insert}. I/we, having examined the Invitation Document and understood their contents, hereby submit my/our Technical Proposal for the aforesaid Project. The Technical Proposal is unconditional, unqualified and without any reservations. I/we acknowledge that in consideration of the Authority supplying at the Applicants request with the Invitation Document and agreeing to examine and consider this Technical Proposal I / we agree to the terms and conditions of the Invitation Document.
2. I /We acknowledge that the Authority will be relying on the information provided in the Technical Proposal and the documents accompanying the Technical Proposal for selection of the Developer for the aforesaid Project, and I/we certify that I/ We have carefully checked all words, figures and statements in this Technical Proposal and that all information provided therein is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying the Technical Proposal are true copies of their respective originals.
3. The statement and submissions are being made for the express purpose of my/our selection as Selected Project Proponent for the Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Technical Proposal.
5. I/We acknowledge the right of the Authority to reject my/our Technical Proposal without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, my/our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, I/we/any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Invitation Document, including any Addendum issued by the Authority; and
  - (b) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Invitation Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government. Central or State; and

- (c) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of the Invitation Document, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (d) the undertaking given by me/us along with the Application in response to the Invitation Document for the Project were true and correct as on the date of making the Application and are also true and correct as on the Application Due Date and I/We shall continue to abide by them.
8. I /We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Technical Proposal that you may receive nor to invite the Applicants/Bidders to bid for the Project, without incurring any liability to the Applicants, in accordance with the Invitation Document.
9. I/ We declare that we/any Member of the Consortium, or my/our/its Associates is/ are not a Member of a/any other Consortium submitting a Technical Proposal for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, I/ we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on my/our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the Country, I/ we/ any Member of the Consortium or any of our/their Associate have not been charge-sheeted by any agency of the Government or convicted by a court of Law for any offence committed by me/ us or by any of my/ our/ their Associates, nor is there any such investigation pending against me/ us.
12. I/ We further certify that no investigation by a regulatory authority is pending either against me/us or against my/ our Associates or against our Chief Executive Officer (CEO)/ Chief Financial Officer (CFO) or any of our directors/ managers/ key managerial personnel.
13. I/We further certify that I/we a m/are not disqualified in terms of the additional criteria specified by the Department or Disinvestment in their OM No. 6/4/ 2001-DD-II dated July 13, 2001. I/ We have read and understood the contents of the aforesaid guidelines, a copy of which forms part of the Invitation Document at Volume I thereof.
14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we am/are attracted by the provisions of disqualification in terms of the guidelines referred to above, I/we shall intimate the Authority of the same immediately.
15. I/We acknowledge and undertake that each Member of our Consortium whose Technical Capacity and/or Financial Capacity was taken into consideration for qualification, eligibility and short listing under this Invitation Document, shall subscribe to 26% (Twenty Six percent) or more of the paid up and subscribed equity of the SPC and further commit that each such Member shall, for a period of 2 (two) years from the Date of Commercial Operation of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid-up equity of the Developer; and (ii) 5% (five percent) of the Estimated

Project Cost to be specified in the Development Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Development Agreement in respect of change in ownership.

16. I/We undertake to collectively hold at least (i) 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPC at all times until the second anniversary of the Commercial Operation Date of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, and (ii) thereafter 26% of the subscribed and paid up equity of the SPC at all times till end of the term of the Station Facility management Agreement including any renewal thereof.
16. I/We acknowledge and agree that in the event of a change in control of an Associates whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the Invitation Document. I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be.
17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Selected Project Proponent / Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. I /We have studied the Invitation Document carefully and also surveyed the Project. We understand that except to the extent as expressly set forth in the Development Agreement, I/we agree that we shall not hold the Authority responsible or liable in respect of any cause of action, suits, actions, judgments, claims, expenses, damages or losses, whatsoever suffered or brought by me / us by reason of use, in connection with participation in this solicitation, of information, opinions, suggestions or recommendations contained in the Bidding Documents and / or any other documents / information provided by the Authority and/or relied by me/ us for submission of the Technical Proposal and that I/ We shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
19. I/ We agree and understand that the Technical Proposal is subject to the provisions of the Invitation Document. In no case, I /We shall have any claim or right of whatsoever nature if the Project is not awarded to me/ us, my/ our Technical Proposal is not opened or rejected.
20. I/ We agree and undertake to abide by all the terms and conditions of the Invitation Document.
21. I/ We agree to do the following or to cause the SPC, as the case may be, to do the following:  
(a) if selected as the Selected Project Proponent, as and when required by the Authority, prepare and finalize the DPR within the prescribed timelines; (b) if I/ We are the Selected Bidder, then to satisfy all conditions precedent and subsequent to the Development Agreement without varying or amending its terms (except the modifications agreed to by the Authority) and to perform obligations as set forth in Development Agreement, including compliance with the Detailed Project Report, and all schedules and specifications.
21. I/ We shall keep this offer valid for 365 (Three Hundred Sixty Five) days from the



Application Due Date specified in the Invitation Document.

22. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Invitation Document

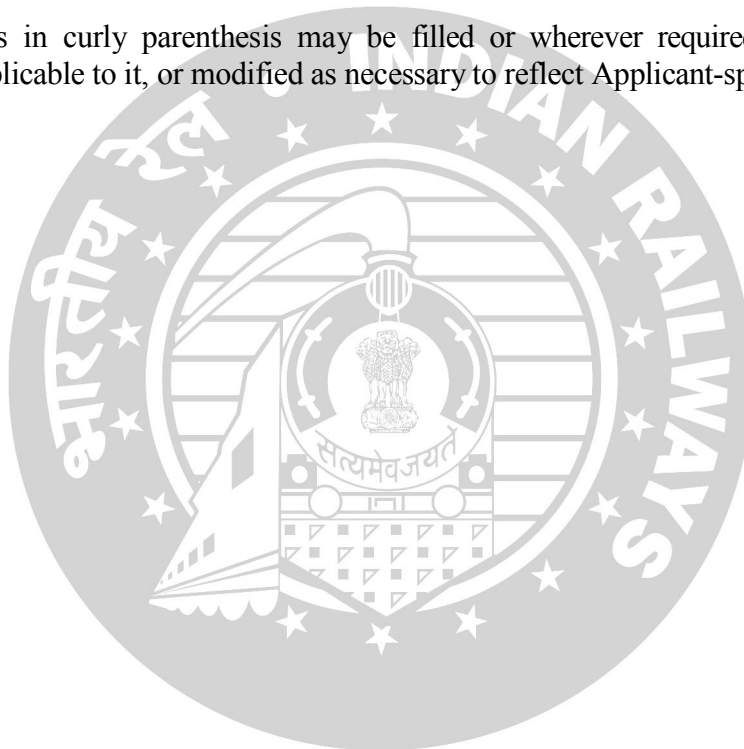
In witness thereof, I/We submit this Technical Proposal under and in accordance with the terms of the Invitation Document.

Yours faithfully

Date: (Signature, name and designation of the Authority signatory)

Place: Name and seal of Applicant/Lead Member of Applicant

Note: Paragraphs in curly parenthesis may be filled or wherever required be omitted by the Applicant, if not applicable to it, or modified as necessary to reflect Applicant-specific particulars.



## TECHNICAL PROPOSAL FORM II

*[Technical Proposal Form II to IX are indicative and to be suitably modified/amended/finalised by Railways in consultation with strategic consultants/advisors]*

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

### **Proposed Construction Methodology and Work Plan**

Prepare the construction methodology and work plan keeping in line with Clause 2.1.1 (b)

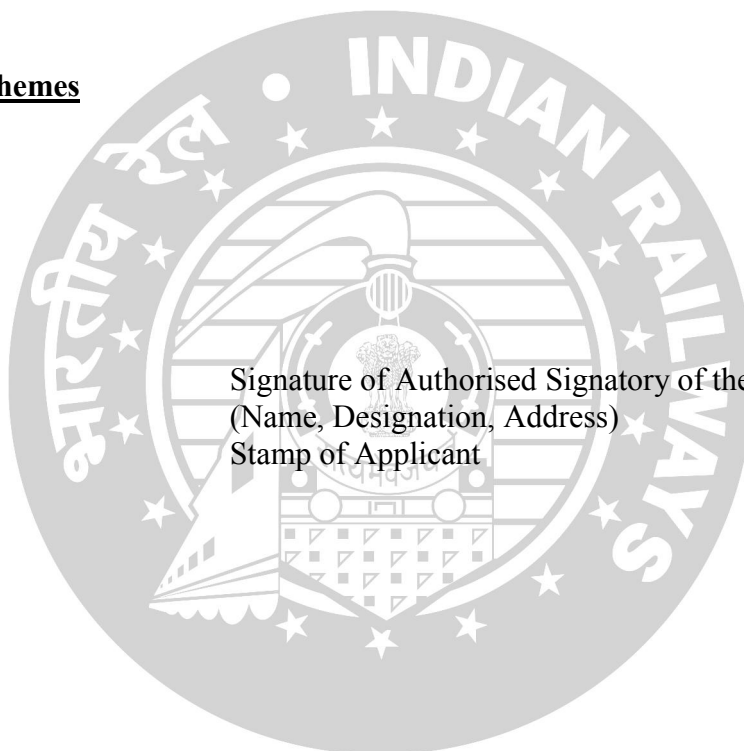
- a) Plan for relocation of Railway facilities/structures
- b) Phasing plan
- c) Diversion plan
- d) Launching schemes

### **List of Plans & Schemes**

- 1.
- 2.
- 3.
- 4.

Date  
Place

Signature of Authorised Signatory of the Applicant  
(Name, Designation, Address)  
Stamp of Applicant



## TECHNICAL PROPOSAL FORM III

**Invitation Document No.: PCE/ECOR/PLG/2016-17/1**

### Project Schedule

(Showing the station occupation requirement shall be in line with the Project construction schedule)

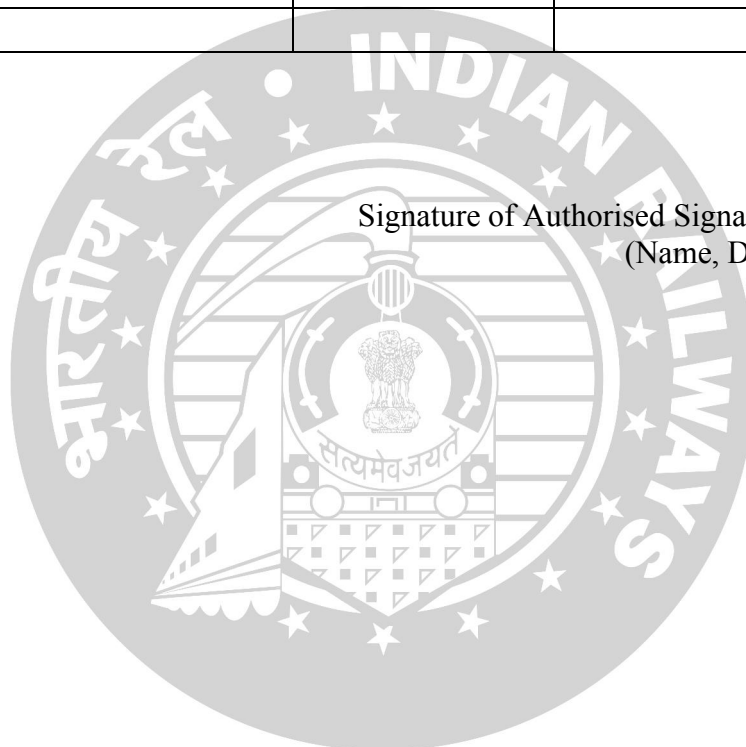
A. Project schedule for Station Development(as per indicative list given below).

<i>Key Dates</i>	<i>Description of Activity</i>	<i>Estimated Time (Days are from the Appointed Date of</i>	<i>Estimated Percentage Completion of the Project</i>	<i>Remarks</i>
Key Date 1				
Key Date 2				
Key Date 3				
Key Date 4				
Key Date 5				
Key Date 6				
Key Date 7				
Key Date 8				
Key Date 9				
Key Date 10				
Key Date 11				

B. Project Schedule for Redevelopment Project

<b>Key Dates</b>	<b>Description of Activity</b>	<b>Estimated Time (Days are from the Appointed Date)</b>	<b>Estimated Percentage Completion of the Project</b>	<b>Remarks</b>
Key Date 1				
Key Date 2				
Key Date 3				
Key Date 4				
Key Date 5				

Date  
Place



Signature of Authorised Signatory of the Applicant  
(Name, Designation, Address)  
Stamp of Applicant

## TECHNICAL PROPOSAL FORM IV

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

### **Handover Protocol Proposal**

(To be prepared in line with the Proposed Construction Methodology and Work Plan in Technical Proposal Form II )

1. Site shall be handed over in following phases

<i>Phase</i>	<i>Zone (As per [ I ])</i>	<i>% Area to be handed over</i>	<i>Date of handing Over</i>	<i>Remarks</i>
	01			
	02			
	03			
	04			
	05			
	06			
	07			
	08			

2. Pre-requisites to be complied by Developer prior to handing over of sites in the phases set out in (1) above:

<i>Phase</i>	<i>Type of facility to be relocated</i>	<i>Relocation Location</i>	<i>Date of arranging the facility</i>	<i>Remarks</i>
	No.			
	Service and Utility buildings			

[Note: To be prepared separately for each zone/ component of Project Land]

Signature of Authorised Signatory of the Applicant  
(Name, Designation, Address)

Stamp of Applicant

# TECHNICAL PROPOSAL FORM V

**Invitation Document No.:** PCE/ECOR/PLG/2016-17/1

## **Block Works Requirements**

(To be prepared in line with the Proposed Construction Methodology and Work Plan in Technical Proposal Form II )

S.No.	Activities	Line	Duration of Block Requirement		Number of Blocks		Location	Remarks
			Traffic	Power	Traffic	Power		
	<b>Total</b>							

**Note:** The duration of traffic blocks shall be restricted to 2-3 hours in day/night shifts as far as possible. Exceptions, if any, shall be brought out with the reason. Developer shall liaison with the Authority and other concerned department of Indian Railways directly for planning and availing the required blocks. Authority will arrange to the extent possible, keeping in view the requirements of train operations and other Railway Operational Activities.

Date

Place

Signature of Authorised Signatory of the Applicant  
(Name, Designation, Address)  
Stamp of Applicant

## **TECHNICAL PROPOSAL FORM VI**

**Invitation Document No.: PCE/ECOR/PLG/2016-17/1**

### **A. Format of Submissions - Station Development Technical Plans, Designs and Reports**

Applicants shall under this Form be required to submit the Technical Proposal based on the Technical Proposal Instructions and requirements outlined in Volume II, comprising of the following elements:

Annexure I: Executive Summary

Annexure II: Technical Solutions and plans for the following:

- (i) Station Designs;
- (ii) Station Services Systems;
- (iii) Operation and Maintenance of Station Areas, Utilities and Facilities;
- (iv) Commercial/ Airspace development at Railway Station;
- (v) Construction and Project Management.

Annexure III: Schematic/Preliminary Drawings

- (i) Set of Drawings
  - (a) GAD and floor plans of the Railway Station and surrounding land, as prepared from the field survey (in soft as well as hard copy).
  - (b) Drawings forming part of Master Plan including floor plans of the Station, details of passenger facilities at each Platform, landscape plans, traffic circulation plans on both sides of the Station showing road circulation, parking, pedestrian walkways, access to subways/elevated passageways, access to property developments etc.

Annexure IV: Investigation reports

- (a) Study of existing drawings, As-built survey, survey of structural formwork and condition assessment report, Study report of sensitive structures.
- (b) Survey report of services and utilities
- (c) Traffic survey and integrated traffic plans
- (d) Study report of past studies and future development plans
- (e) Assessment report after verification of passenger survey and demand including train passenger profile report with future projections.

## **B. Format for Redevelopment Project**

Applicants shall under this Form will be required to submit the Technical Proposal, comprising of the following elements:

Annexure I: Executive Summary

Annexure II: Technical Solutions and plans for the following:

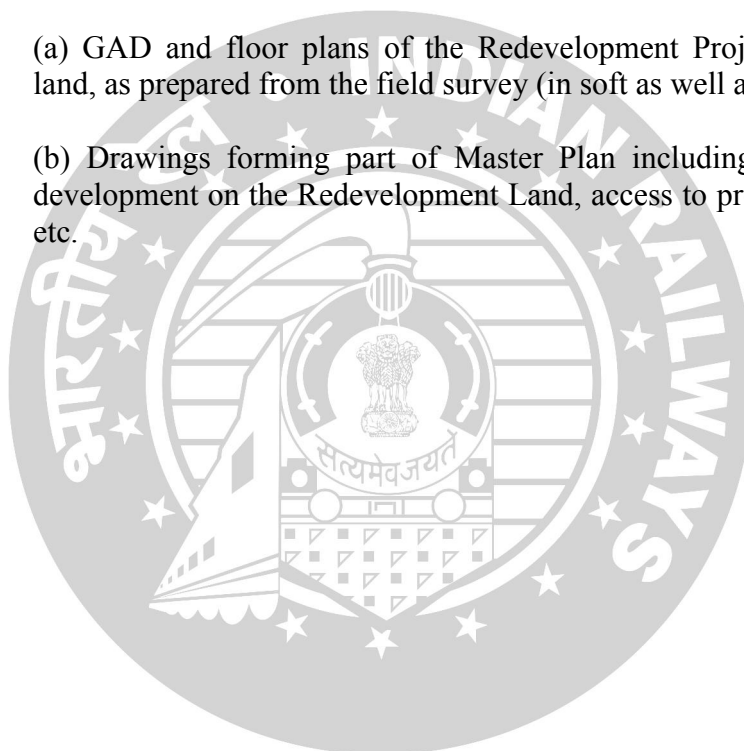
- (i) Redevelopment Project Designs;
- (ii) Construction and Project Management.

Annexure III: Schematic/Preliminary Drawings

(i) Set of Drawings

(a) GAD and floor plans of the Redevelopment Project and surrounding land, as prepared from the field survey (in soft as well as hard copy).

(b) Drawings forming part of Master Plan including floor plans of the development on the Redevelopment Land, access to property developments etc.





## TECHNICAL PROPOSAL FORM VII (A)

**Invitation Document No.: PCE/ECOR/PLG/2016-17/1**

### A. Format of Submissions - Station Development BOQ cum Costing and Estimates Plan

Applicants shall under this Form be required to submit the BOQ cum Costing and Estimates Plan based on the Technical Proposal Instructions and requirements outlined in Volume II. This should comprise of the proposed cost of Station Development and preliminary cost estimate of mandatory CAPEX for the following:

Annexure I: Station Development;

Annexure II: Station Services; and

Annexure III: Station Operation and Management.

The BOQ cum Costing and Estimates Plan for Station Development shall be generally based on the unit rate of proposed built-up area to be constructed. The schedule format in which the BOQs and Costing and Estimates data is to be provided under each heads / components above is follows:

Sl No	Description of Item in detail alongwith its ref. source (CPWD/Railway/NSI)\$	Unit (sq. ft.)	Quantity	Quoted Rate (in figures)	Quoted Rate (in words)	CPWD/Railway/ NSI Rates	Deviation	Amount
	Final Cost							

Notes: \$ As per schedule and specifications of CPWD. However, in the event any item is not mentioned in CPWD's schedule then details of such item is to be taken from Railway's schedule, and in case any item is not mentioned in Railway's schedule also, then details of such item is to be taken from non schedule item (NSI).

## B. Format of Submission – Redevelopment Project BOQ cum Costing and Estimates Plan

Applicants shall under this Form be required to submit the BOQ cum Costing and Estimates Plan based on the Technical Proposal Instructions and requirements outlined in Volume II. This should comprise of the proposed cost of Redevelopment Project and preliminary cost estimate of mandatory CAPEX for the following:

### Annexure I: Redevelopment Project

The BOQ cum Costing and Estimates Plan shall be generally based on the unit rate of proposed built-up area to be constructed. The schedule format in which the BOQs and Costing and Estimates data is to be provided under each heads / components above is follows:

Sl. No	Description of Item in detail alongwith its ref. source (CPWD/Railway/NSI) \$\$	Unit (sq. ft.)	Quantity	Quoted Rate (in Rs.)	Quoted Rate (in words)	CPWD /Railway/NSI Rates	Deviation	Amount
	Final Cost							
Notes: \$\$ As per schedule and specifications of CPWD. However, in the event any item is not mentioned in CPWD's schedule then details of such item to be taken from Railway's schedule, and in case any item is not mentioned in Railway's schedule also, then details of such item to be taken from non schedule item (NSI).								

Date  
Place

Signature of Authorised Signatory of the Applicant  
(Name, Designation, Address)  
Stamp of Applicant

## TECHNICAL PROPOSAL FORM VII (B)

### Invitation Document No.: PCE/ECOR/PLG/2016-17/1 Format of Submissions – Financial Proposal

{on the authorised Letterhead of the Applicant or the Lead Member}

I/We agree to abide by this financial proposal, which consists of our financial offer hereto, valid for a period for 365 (three hundred and sixty five) days from the Application Due Date and it shall remain binding on us and may be accepted by you any time on or before the expiration of the said period.

I/We offer Rs. \_\_\_\_\_ \* as Grand Total Present Value of Lease Premium and Annual Lease Rent for [insert] sq. m. of air space/built up space at the Railway Station and [insert] sq. m. of built up area on the Reserved Railway Land, as per break up given below:

Parameter	###Applicant's Offer in Rs (please insert in Figures and Words)	Factors for computing Present Value at discount rate of 15% per annum	Present Value of Applicant's Offer (2 x 3=4)
1	2	3	4
Lease Premium	Rs. _____ * (Rupees *)	1.00	*
Annual Lease Rent	Rs. _____ * (Rupees *)	7.99	*
Grand Total Present Value (of Lease Premium and Annual Lease Rent) Note: Any statutory tax including service tax etc. as per Applicable Laws, if due to be payable at any time, shall be paid by Applicant to Authority/ Government Authority, in addition to Lease Premium and Annual Lease Rent.			*

###Notes: 1. The Applicant's offer against Lease Premium should be at least 8 times the Applicant's offer against Annual Lease Rent.

In case an Applicant by mistake quotes a Lease Premium lower than 8 times its offer against Annual Lease Rent and if it is declared as Selected Project Proponent, the Lease Premium and Annual Lease Rent shall be re-computed by the Authority for making the amount against Lease Premium at least 8 times the amount of Annual Lease Rent keeping the Grand Total Present Value of Lease Premium and Annual Lease Rent the same as arrived at under column 4 above. For example if the Applicant quotes Rs 100 Lakhs each as Lease Premium and Annual Lease Rent then the re-adjusted Lease Premium shall become Rs 449.78 Lakhs (Grand Total Present Value divided by 1.9987) and Annual Lease Rent shall become Rs 56.22 Lakhs (re-adjusted Lease Premium divided by 8 i.e.,  $1/8^{\text{th}}$  of recomputed Lease Premium).

Further, the Applicant's offer against Annual Lease Rent should not be less than 0.5% of the Applicant's offer against Lease Premium. In case a Applicant by mistake quotes Annual Lease Rent lower than this limit and if it is declared as Selected Project Proponent, the Lease Premium and Annual Lease Rent quoted by it shall be re-computed by the Authority for making the amount against Annual Lease Rent as 0.5% of the re-adjusted Lease Premium but keeping the Total Present Value of Lease Premium and Annual Lease Rent the same as arrived at under column 4 above.

For example if the Applicant quotes Rs 500 Lakhs as Lease Premium and quotes Nil as Annual Lease Rent then the re-adjusted Lease Premium shall become Rs 478.97 Lakhs (i.e. Grand Total

Present Value divided by 1.043) and the re-adjusted Annual Lease Rent shall become Rs 2.40 Lakhs (i.e. 0.5% of recomputed Lease Premium).

Additionally, I/We offer Rs.1/- (Rupees One only) per square meter of Licensable Station Area per annum as License Fee.

I/We undertake to make payments of the Lease Premium, Annual Lease Rent and License Fee to the Authority as per the Payment Schedule given below:

<b>A. Lease Premium</b>			
<b>Particulars</b>	<b>First Installment</b>	<b>Second Installment</b>	<b>Third Installment</b>
<b>installment (as % of Lease Premium)</b>	[40%]	[30%]	[30%]
<b>Due Date</b>	Within 60 days from the date of issue of Letter of Award by Authority	On or before the first anniversary of the due date for payment of First Installment	On or before the second anniversary of the due date for payment of First Installment
<b>Amount Payable</b>	[40%] of the Lease Premium plus interest at applicable rates as set out below on balance amount of First Installment of Lease Premium, for the period of extension, if any.	[30%] of the Lease Premium and other dues, if any. Also, interest @15% per annum on the total outstanding amount (i.e. total amount of second and third instalment as well as previous dues, if any) for the period from the due date for payment of first Installment to the due date of payment of Second Instalment or actual date of payment of outstanding amounts, whichever is earlier.	[30%] of the Lease Premium and other dues, if any. Also, interest @15% per annum on the total outstanding amount (i.e. total amount of third instalment as well as previous dues, if any) for the period from the due date for payment of second Installment to the due date of payment of Third Instalment or actual date of payment of outstanding amounts, whichever is earlier.
<b>B. Annual Lease Rent:</b> I/We offer to pay to the Authority every year in advance the Annual Lease Rent which shall automatically be revised upwards by 15% (fifteen percent) on the last payable Annual Lease Rent, every three years (compounded) during the entire Lease Period. The first Annual Lease Rent shall become payable from the due date for payment of the Third Installment of the Lease Premium.			
<b>C. License Fee:</b> I/We offer to pay to the Authority every year in advance the License Fee for the Term of SFMA as per terms of the Station Facility Management Agreement. The first year License Fee shall be payable within 10 (Ten) days from the date of execution of the Station Facility Management Agreement or such extended time as specified in the SCSFMA.			

## **Payment Schedule**

### **Note**

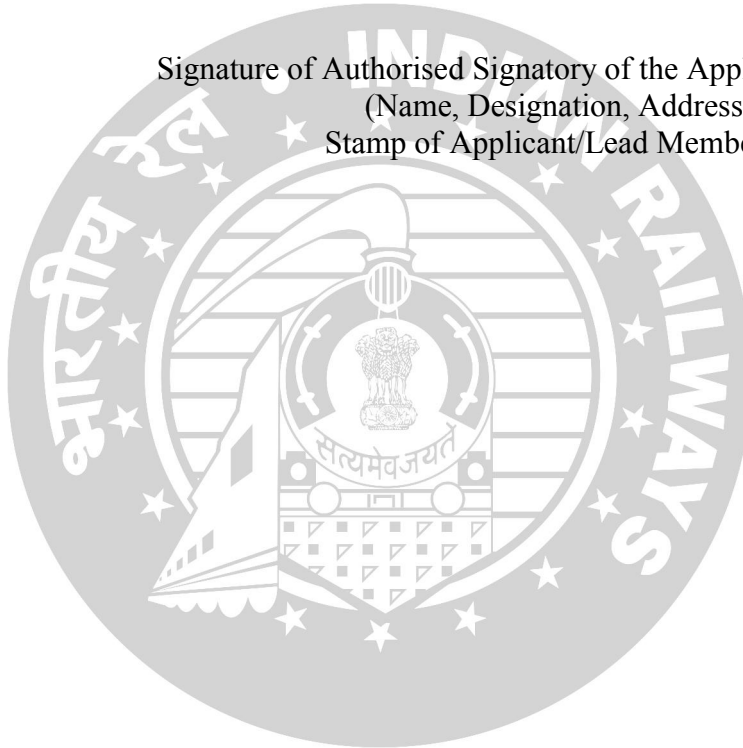
1. The total Lease Premium is to be paid within 2 (two) years from the date of payment of First Installment of Lease Premium. An extension of upto 30 (thirty) days beyond the stipulated deadline for the payment of the First Installment as mentioned above, may be granted by the Authority at its sole discretion, on written request of the Selected Bidder to Authority, provided the Selected Bidder pays interest @15% (fifteen percent) p.a on the balance amount of First Installment. The interest shall be calculated for the number of days of extension availed by the Selected Bidder.
2. Further extension of upto 15 (fifteen) days beyond the above extended period of 30 (thirty) days for the payments of the First Installment, may be granted by the Authority at its sole discretion, on written request of Selected Bidder, provided Selected Bidder pays an additional penal interest of 3% (three percent) per annum, over and above the interest of 15% (fifteen percent) per annum, on the balance amount of First Installment amount. The additional penal interest of 3% (three percent) per annum shall be calculated for the number of days of extension availed by the Selected Bidder commencing from expiry of the extended period of 30 (thirty) under Para 1 above. However no further extension shall be given and the Authority may terminate LOA and forfeit the Bid Security as per the provisions of the Bid Document.
3. The remaining Second and Third Installments (the “Subsequent Installments”) shall be paid by the Selected Bidder / Developer to Authority as per the Payment Schedule shown above. The Selected Bidder / Developer may pay part of the Subsequent Installments any time after the due date of the preceding Installment but before the due date of that Installment and in such case the interest @15% per annum as provided in the payment schedule above on such part payment shall be applicable till the date of the part payment.
4. The Grand Total Present Value offered is for the area of Site and built up area specified above. In case any variation in the area of Site is found at the time of handing over possession of the Site, the built up area, the Lease Premium and the Annual Lease Rent shall be adjusted on pro rata basis on the actual area of Site and in case there is no change in built up area, the Lease Premium and the Annual Lease Rent shall remain unchanged. The change in Lease Premium and Annual Lease Rent shall be computed taking into account the Total of cost of Station Development and Redevelopment works, if any (as provided in DPR) and Present Value of Lease Premium and Annual Lease Rent.
5. If during the construction period, in the event the built up area gets reduced to less than the extent mentioned hereinabove due to any order/notification/instruction/road widening/acquisition for public purpose etc. of concerned municipal authority/ Government body subsequent to the issue of LOA but during the construction period and the Compensatory FAR is not passed on to the Selected Bidder / Developer, the Selected Bidder / Developer shall be entitled for pro-rata reduction in the Lease Premium and Annual Lease Rent as specified in para 4 above.
6. The Lease Premium, Annual Lease Rent and License Fee shall be paid in the form of Demand Draft or Account Payee cheque in favour of Authority issued by a Nationalised/ Scheduled Bank on or before the Due Date or extended Due Date as the case may be. In case of payment through cheque, the same shall be subject to realization of the cheque.

7. In the event of re-computation of the Lease Premium and Annual Lease Rent as specified above, the Selected Bidder / Developer will be required to pay to the Authority, the readjusted Lease Premium and Annual Lease Rent as per the provisions of the Development Agreement.
8. Indian Railways, being an authority of the Union of India under Ministry of Railways, is part of the Government and deduction of income tax at source (TDS) would not be applicable on the payments to be made by the Selected Bidder / Developer to Authority.
9. In case the NPV of the Lease Premium and Annual Lease Rent is more than Rs. 100 Crore (One Hundred Crore), the Selected Bidder / Developer shall have the option to pay the Lease Premium in installments of 30% (First Installment), 30% (Second Installment) and 40% (Third Installment) of the Lease Premium in place of 40% (First Installment), 30% (Second Installment) and 30% (Third Installment). Other terms and conditions shall remain the same.

Yours faithfully,

Date  
Place

Signature of Authorised Signatory of the Applicant /Lead Member  
(Name, Designation, Address)  
Stamp of Applicant/Lead Member



## TECHNICAL PROPOSAL FORM VIII

**Invitation Document No.: PCE/ECOR/PLG/2016-17/1**  
**Format of Submissions - Commercial Development Proposal**

### Detailed Cash Flow Statement: Commercial Development Project - Consolidated for the Developer

Conversion  
Factor for  
Million

10,00,000

Particular	Area	Unit
Plot Area		acres
Plot Area		sq. ft.
Achieved Built-up Area		sq. ft.
Saleable / Leasable (Super built-up) Area		sq. ft.
<b>Area Distribution</b>		
Area for Retail Use		sq. ft.
Area for Commercial/Office Use		sq. ft.
Area for Hospitality Use (Hotel)		sq. ft.
Parking Space for Commercial Development (Basement)		sq. ft.

Project Stream - Commercial Development - Consolidated	INR	Year-wise for the entire Lease Period (Add column as for each year)	
<b>Capital Account</b>			
<b>Capital Expenditure</b>			
Organized Retail Development			
Commercial / Office Space			
Interest during Construction (Capitalized)			
<b>Total Development Cost</b>			
Stamp Duty & Registration Charges			
<b>Total Project Cost (incl. Stamp Duty &amp; Registration Charges)</b>			
<b>Revenue Account</b>			
<b>Receipts</b>			
Organized Retail Development			
Commercial / Office Space			
Total Revenue Receipts			
<b>Expenditure</b>			
Organized Retail Development			
Commercial / Office Space			

Total Revenue Expenditure			
<b>Gross Operating Profit</b>			
Major Repairs and Maintenance			
Property Tax (Escalation - Every Year)			
Insurance (Escalation - Every Year)			
Recommended (Tentative) Land Reserve Price			
Land Lease / Rent to be Payable to Authority (Escalation - Every 4th Year)			
<b>Net Operating Profit</b>			
Interest during Operation			
Depreciation			
Taxable Income (PBT)			
Deduct: Tax (incl. Surcharge and Education Cess)			
Net Profit (PAT)			
Add: Terminal Cash Flow			
<b>Net Cash Accruals</b>			
<b>Capital Structuring / Funding</b>			
Equity Contribution by the Developers			
Debt			
<b>Debt Schedule</b>			
Opening Balance			
Loan Receipts			
Loan Repayment			
Closing Balance			
<b>Interest</b>			
Total Interest on the Debt Component			
Interest during Construction			
Interest during Operation			
<b>Corporate Tax Calculation</b>			
Loss brought Forward			
Net Profit/Loss for Tax Calculation			
Corporate Tax (incl. Surcharge and Education Cess)			
<b>Net Profit (PAT)</b>			
<b>SUMMARY CASH FLOWS AND KEY FINANCIAL INDICATORS</b>			
Cash Profit (Net Cash Accruals - Loan Repayment)			INR Million
Project Cash Flows (including Tentative Land Premium) - EBIDT Basis			INR Million
Project Cash Flows (including Tentative Land Premium) - Post Tax			INR Million
Equity Cash Flows (including Tentative Land Premium) of the Project			INR Million
Interest Service Ratio			Ratio



Debt Service Ratio			Ratio
Debt Service Coverage Ratio			Ratio
Project Breakeven Period			Years
<b>KEY FINANCIAL INDICATORS</b>			
Project Internal Rate of Return (IRR) - Pre Tax			Percent
Project Net Present Value (NPV) of Cash Flows			INR Million
Estimated Development Cost	-		INR Million
Estimated Project Cost (incl. Tentative Land Cost)	-		INR Million

<b>SENSITIVITY OF Project IRR</b>			
Developer's IRR	<b>@ 20.00%</b>	<b>@ 22.5%</b>	<b>@ 25.00%</b>
NPV of Cash Flows @ 15%			



## TECHNICAL PROPOSAL FORM IX

**Invitation Document No.: PCE/ECOR/PLG/2016-17/1**

### Format of Submissions - Financial Plan Summary

Sources of Funds during design and construction phase	Total	% of Total Sources of Funds during design and construction phase
Debt (describe)		
Equity (describe)		
Revenues (describe)		
<b>Total Source of Funds</b>		

Uses of Funds during design and construction phase	Total	% of Uses of Funds during design and construction phase
Pre-financial closure including SPC cost		
Construction and Development		
Insurance		
Contingencies (describe)		
Debt Servicing		
Working Capital		
Reserves (describe)		
Tax (describe)		
Other Items (describe)		
<b>Total Uses of Funds</b>		

**INVITATION FOR QUALIFICATION  
AND  
TECHNICAL PROPOSAL**

FOR DEVELOPMENT OF VISAKHAPATNAM RAILWAY STATION

(Invitation Document No. : PCE/ECOR/PLG/2016-17/1)

**Date, Month, Year: 08.02.2017**

VOLUME II

PROJECT INFORMATION MEMORANDUM  
TECHNICAL PROPOSAL INSTRUCTIONS  
REFERENCE TERMS FOR DPR

INDICATIVE FORMAT OF LETTER OF INTENT

**Authority Logo:**



**Authority Name :** EAST COAST RAILWAY, MINISTRY OF RAILWAYS  
GOVERNMENT OF INDIA.

**Address :** OFFICE OF THE PRINCIPAL CHIEF ENGINEER  
EAST COAST RAILWAY, RAIL SADAN  
CHANDRASEKHARPUR, BHUBANESWAR- 751017,  
ODISHA

## **EXHIBIT I**

**Invitation Document No.: PCE/ECOR/PLG/2016-17/1**

### **Project Information Memorandum**

- (i) Project Information Memorandum in 57 pages enclosed at the end of the document.
- (ii) Lease Period = upto 45 (Forty Five) years.
- (iii) Term of Station Facility Management Agreement = 15 (fifteen) years.



## **EXHIBIT II**

### **TECHNICAL PROPOSAL INSTRUCTIONS**

*[Technical Proposal Instructions are indicative and to be suitably modified/amended/finalised by Railways in consultation with strategic consultants/advisors]*

1. This Schedule describes and outlines the information that will comprise and form a part of the Technical Proposal. Please note that submission of multiple or alternate Technical Proposals is not permitted. It is the Applicant's sole responsibility to ensure that each component of the Technical Proposal is submitted as required.
2. The Technical Proposal must be submitted in the formats indicated in this Invitation Document.
3. Each submission shall contain concise written material and drawings, wherever required, enabling clear understanding and evaluation of the capabilities of the Applicants and the characteristics and benefit of the Technical Proposal.
4. Legibility, clarity and completeness of the Technical Proposal are essential.
5. No page limit applies to the contents of the Technical Proposal.
6. The evaluation process will focus on the body of the Technical Proposal and the required appendices and exhibits.
7. The Technical Proposals must be bound and sequentially numbered.
8. Dividers may be used at appropriate places in the Technical Proposal, and each divider shall be labelled to indicate its content.

#### **A. Submissions under Technical Proposal Form VI**

##### **Station Development & Redevelopment Project Technical Plans, Designs and Reports**

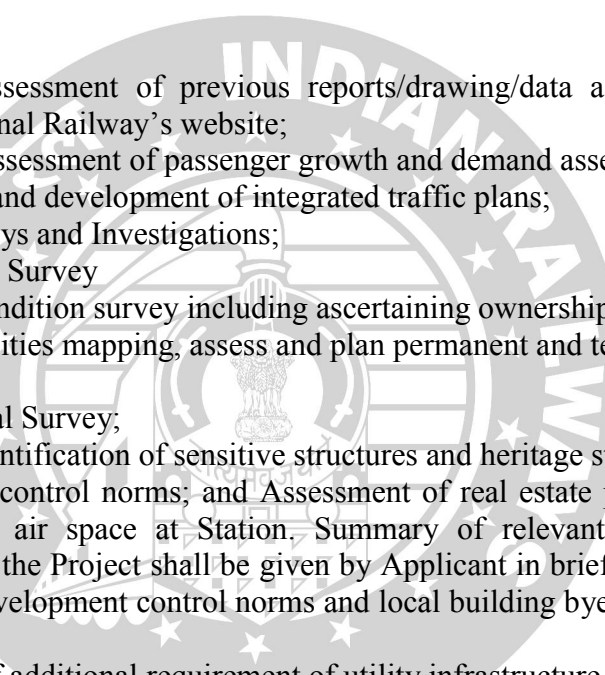
1. The Station Development and Redevelopment Project Technical Plans, Designs and Reports respectively to be submitted by the Applicants separately under the Technical Proposal Form VI shall be in the order set out in such Form VI, and clearly indexed with each element/component clearly titled and identified.
2. Technical Proposal Form VI shall not contain information relating to BOQs, Costing and Pricing of items, revenue and financial feasibility which shall be submitted in separate forms..

3. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for appraisal and evaluation by members of the evaluating committees and should enable the members to become familiar with the Technical Proposal of the Applicant, Applicant's approach and its ability to implement the Project.
4. The technical solutions and plans shall provide and present the Applicants' concept, approach, strategy and description for developing/ re-developing, designing, constructing and equipping the Station Development Project while addressing and taking into consideration and meeting the indicative requirements outlined in Volume II as well as the broad parameters, standards and specifications set out in the Manual.
5. The technical solutions proposed for Station Development should support innovation, sustainability and integration of services and infrastructure.
6. The Applicants shall provide sufficient narrative to supplement the designs and drawings.
7. The schematic designs and drawings of the Railway Station should take into consideration the various standards and specifications set out in the Manual.
8. The Station schematic drawings should include site plan, platform plan, dimensions of physical facilities/structures and ancillary facilities, location and size of ramps, stairs, elevators, entry/exit, pedestrian paths, site interface with adjacent sites, pickup and drop areas, parking areas, landscaping, roads/paths, bridges and other structures/ amenities affecting the Station layout design.
9. The designs and drawings should be longitudinal as well as cross-sectional.
10. The Applicant shall present a well-defined and executable approach for developing/re-developing, designing, constructing and equipping the Station Development Project that demonstrates compliance with the Applicable Laws, Manual, Bidding Documents, model Development Agreement and emphasizes safe and quality service delivery, promotes innovation, focus on efficient Project life cycle, blends into surrounding communities and enhances transit accessibility while maintaining fiscal and Project schedule discipline.
11. The documents, annexures, data, charts, exhibits, drawings, graphics provided as a part of the various Annexures submitted under Form VI should include the information outlined below.
12. The Applicant shall prepare a set of output specifications for major elements of Master Plan in a separate volume of A-3 size report. Applicant shall provide the design criteria for various designs and incorporate the same in its reports. Designs shall strictly comply

with provisions of Indian Railways Schedule of Dimensions (IRSOD) and no deviations shall be permitted.

13. The Applicant shall also comply with the Manual, various Indian Railways codes of practices, Indian Road Congress codes of practices, Bureau of Indian Standard codes of practices, relevant provisions of various Indian Railways manuals, etc. However, while complying with these provisions as minimum requirements, better standards as per best international practices are required to be embodied. Wherever, provisions of Indian codes/manuals are not available or found insufficient, outdated or otherwise inappropriate, appropriate International codal provisions/ practices may be followed and their references given.

14. The following are the indicative activities that an Applicant is required to undertake before submitting its Technical Plans, Designs and Reports:

- 
- i. Verification/assessment of previous reports/drawing/data as given in the PIM, SRMS and Zonal Railway's website;
  - ii. Verification/assessment of passenger growth and demand assessment;
  - iii. Traffic study and development of integrated traffic plans;
  - iv. Studies, Surveys and Investigations;
    - a. Engineering Survey
    - b. Building condition survey including ascertaining ownership of land and structure
    - c. Existing utilities mapping, assess and plan permanent and temporary diversion of utilities;
    - d. Geotechnical Survey;
    - e. Study of identification of sensitive structures and heritage structures.
  - v. Development control norms; and Assessment of real estate potential and revenue generation of air space at Station. Summary of relevant provision used and applicable for the Project shall be given by Applicant in brief along with a copy of applicable Development control norms and local building bye laws for reference of the Authority;
  - vi. Assessment of additional requirement of utility infrastructure such as power, water, sewerage system etc. as well as their availability for the Project;
  - vii. Relocation plan of building and structures;
  - viii. Proposed Master Plan of the Project;
  - ix. Construction methodology, sequencing, scheduling and time frame;
  - x. Social impact assessment including R & R Plan, if required;
  - xi. Environment impact assessment, if required;
  - xii. Preliminary designs, design criteria and outline specifications;
  - xiii. Details of statutory approvals/clearances required/to be obtained for the Master Plan and Development of Railway Station and/or all other permits as per Applicable Laws from the concerned local bodies/State Government/Central Government.

15. The Technical Proposals relating to the Station Development Project shall conform to the Manual.

**B. Submissions under Technical Proposal Form VII (A)**  
**Station Development & Redevelopment Project BOQ cum Costing and Estimates Plan**

1. The Station Development BOQ cum Costing and Estimates Plan and Redevelopment Project BOQ cum Costing and Estimates Plan submitted by the Applicants under the Technical Proposal Form VII (A) respectively shall be in the order set out therein, and clearly indexed with each element/component clearly titled and identified.
2. Technical Proposal Form VII (A) shall contain and include all information relating to the Station Development and Redevelopment Project.
3. All information shall be provided in INR (Indian Rupees). In case of discrepancy between rates in figures and words, the rates in words will prevail.
4. Applicants shall prepare their BOQ cum Costing and Estimates Plan on the basis of broad level BOQ and Costing and Pricing estimates for the proposed Station Development Project covering the station development cost, station services cost and Station facility management cost envisaged by the Applicants for Station Development and Redevelopment Project, while ensuring reasonableness of costs, escalation and financial assumptions.
5. Applicants shall work out indicative BOQ for various components and prepare broad cost estimates of the Station Development Project and Redevelopment Project, with a break up of cost for each component separately.
6. To the construction cost so arrived at, the Applicants may add provision for physical and price contingencies, etc.
7. Cost estimates shall include all the estimated costs including cost of construction, operation and maintenance cost of mandatory CAPEX, relocation of structures, R&R, cost of creation of infrastructure for city side development, separately as part of its preliminary analysis and appraisal of the Project.
8. The cost indicated in the BOQ cum Costing and Estimates Plan shall be deemed as final and reflecting the Applicants estimates of total Station Development cost and Redevelopment Project cost respectively.
9. The Applicant may conduct detailed site investigation before finalizing the items/materials and their corresponding quantities to be used in the Project for which the Applicant shall approach the Nodal Officer for necessary permissions.
10. The Applicant shall provide proper specifications of items and material suiting to the site conditions and list all the items required for successful completion of the Project.



11. The description of items in schedule of items/bill of quantities shall be consistent with Technical Plans, drawings, designs and specifications and solutions provided for Station Development and Redevelopment Project in Technical Proposal Form VI.
12. BOQs and Technical Plans, drawings, designs and specifications and solutions are complementary to each other. However in case of any discrepancy/conflict, the BOQs will prevail.
13. The rates should be supported with proper documents (genuine market rate quotations or Standard Schedule of Rates) while preparing the estimates.
14. The Applicant may carry out detailed analysis of rates before arriving at the rate of a particular item.

**C. Submissions under Technical Proposal Form VIII  
Commercial Development Proposal**

1. Applicants shall provide broad level calculations for proposed commercial development to be undertaken for the Commercial Development Project to establish commercial viability and to evaluate financial feasibility of undertaking the Project.
2. The Applicants shall present financial approach and solutions that are feasible and reliable and create long-term value, aid monetization and cover the cost of Project.
3. Commercial Development Proposal submitted by the Applicants under the Technical Proposal Form VIII shall contain all information relating to the business proposal for commercial development for monetization which shall include the proposed product mix, component-wise built up area, development phasing, estimated Project cost and realizable revenues/cash flows.
4. The business model shall also highlight the sensitivity basis the cumulative net cash flows for the proposed Lease Period at a discount rate of 15% (NPV of cash flows @15%). The indicative business model template to be duly submitted by the Applicant is provided at Technical Proposal Form VIII.
5. Whilst preparing the Commercial Development Proposal, the Applicant shall ensure that:
  - (i) the proposed product mix is in compliance with the building bye-laws and other local development norms as may be applicable;
  - (ii) the revenue estimates are in line with demand and prevailing price points in the market;
  - (iii) the assessment criteria shall be based on the Net Present Value of cash flows of the Project proposed;

6. Whilst preparing the Commercial Development Proposal, the following will be the assumptions for financial assessment:
- (i) Debt to Equity Ratio- 50:50 Debt: Equity;
  - (ii) Interest Rate on Debt= 13%;
  - (iii) Project IRR = 18%;
  - (iv) Equity IRR = 22.5%;
  - (v) Interest Rate on Security Deposit= 8%;
  - (vi) Dividend Distribution Tax- Not to be considered;
  - (vii) Security Deposit from end user- upto 6 months rental (refundable);
  - (viii) Annual escalation in revenue- 15% after every three years;
  - (ix) Annual escalation in construction – 5% per annum;
  - (x) Discount Rate for NPV- 15% per annum;
  - (xi) Distribution of project cost over construction period- Cost phasing to be considered as per business plan;
  - (xii) Depreciation rate- Depreciation rate as per Income Tax Act, No depreciation for the purpose of computation of company profit and loss; and
  - (xiii) Corporate Tax- As per Income Tax Act, no tax on payment applicable to Authority.
  - (xiv) Service Tax on payment to Authority - as per Applicable Laws.

**D. Submissions under Technical Proposal Form IX**  
**Financial Plan Summary**

1. Financial Plan Summary submitted by the Applicants under the Technical Proposal Form IX shall contain information relating to the sources and uses of funds relating to the Project.
2. The Financial Plan Summary must describe in brief the proposed financial plan, schedule and approach to achieve Financial Close.
3. Further, the Financial Plan Summary shall describe the extent to which the Applicant seeks participation from investment funds including direct participation at SPC level or indirect participation at the Applicant level in case of single entity/Member level in case of consortium.
4. Applicant shall give details of sources of funds and financial commitments, both internal and external sources, including information about timing, amounts and terms of funding through debt, equity and other sources, if any.

## E. CROSS REFERENCE TO MANUAL

Given below is the cross sectional reference indicating the standards and specifications to be accounted for in the preparation of Technical Proposals for guidance of the Applicant.

### i. Station Design and Plans

S. No.	Description	Relevant Section of Manual
<b>A</b>	<b>Adherence to Planning and Design Principles</b>	
1	Architectural Vision, Iconic features with local and cultural features integration	Section 2.2
2	Economy, Efficiency and Effectiveness	Section 2.4.3
3	Passenger Convenience and Comfort	Section 2.4.2 and Section 2.6.5
4	Functionality	Section 2.5
5	Circulation and Space Planning	Section 2.6.3
6	Transport Integration	Section 2.6.6
<b>B</b>	<b>Station Design and Plans</b>	
7	Safety & Security	Section 4.2 and Section 2.4.1
8	Platform Planning	Section 3.0

	(excluding platform geometry)	
9	Station Layout and Circulation	Section 4.5
10	Differently Abled Accessibility	Section 4.3
11	Modular Elements Approach	Section 4.4
12	Materials and Finishes	Section 4.6
13	Lighting	Section 4.7
14	Acoustics	Section 4.8
15	Furniture, Fixture and Equipment's	Section 4.11
16	Signage and Graphics	Section 4.9
17	Art and Advertising	Section 4.10

ii. Station Services Systems

<b>S.No</b>	<b>Description</b>	<b>Relevant Section of Manual</b>
1	Sustainable development & environmental considerations	Section 5.2
2	Parcel storage and parcel movement	Section 5.3
3	Support service areas	Section 5.4
4	Utility Interface And Infrastructure Systems	Section 5.5

iii. Operation and Maintenance Strategy & Plans – Section 6.0

iv. Commercial /Airspace development at Railway Station Strategy & Plans – Section 4.5.6

v. Construction and Project Management Strategy & Plans – Section 7.0

### **EXHIBIT III**

**Invitation Document No.: PCE/ECOR/PLG/2016-17/1**  
**Reference Terms for DPR**

[Note: Following is the indicative list of specifics that can be incorporated in the DPR]

#### **Volume 1: Design and Planning Report comprising**

- Background and Aim of proposal in context to the station site, activities, existing scenario etc.
- Survey Drawings
- Analysis based on standards and guidelines for infrastructure works and best practice
- Recommendations with Detailed Planning drawings
- Phasing plan as per urgent, necessary and desirable tasks
- Comprehensive guidelines for infrastructure development around the station/ elements indicating in the detail, methodology to be adopted before, during and after following the execution process
- Detailed specifications and items of works
- Working drawings of proposed works, interventions etc.

#### **Volume II: Tender Documents comprising:**

- Contract documents for contractor
- Bill of Quantities
- Tender Drawings
- Project Execution Work Plan

#### **Volume III. Tender Analysis comprising:**

- Detailed Bill of Quantities
- Take of sheets
- Rate analysis

[Note: This is the indicative list enumerating the schedules that are to be filled from the DPR]

(Instruction: The following Schedules of GCDA has to be filled / prepared by Selected Project Proponent and the Authority along with Detailed Project Report. Relevant information of the Detailed Project Report would be used wherever applicable required)

1. Schedule 1A (*Station Development Land*);
2. Schedule 1B (*Redevelopment Land*);
3. Schedule 1C (*Site Land*);
4. Schedule 1E (*Structures, Utilities, Encroachments and Encumbrances*);
5. Schedule 1F (*Summary Table*);
6. Schedule 2A (*Scope of Station Development Project*);
7. Schedule 2B (*Scope of Redevelopment Project*);
8. Schedule 2C (*Scope of Commercial Development Project*);
9. Schedule 2D (*Scope of Station Parking*);
10. Schedule 2E (*Scope of Parcel Handling Facilities*);
11. Schedule 5 (*Station Functional Requirements*);
12. Schedule 6 (*Maintenance Requirements for Commercial Development Project*);
13. Schedule 8A (*Station Development Project Facilities*);
14. Schedule 8B (*Redevelopment Project Facilities*);
15. Schedule 9B (*Standards and Specifications for the Redevelopment Project*);
16. Schedule 9C (*Standards and Specifications for the Parking Facilities*);
17. Schedule 9D (*Standards and Specifications for the Station Facilities*);
18. Schedule 9E (*Standards and Specifications for the Parcel Facilities*);
19. Schedule 10 (*Project Utility Requirements*);
20. Schedule 11 (*Drawings for Mandatory Project*);
21. Schedule 14 Part – A (*Terms of Reference of other Consultants*);
22. Schedule 14 Part – B (*Facilities to be Provided to Consultants and Nodal Officer*);
23. Schedule 16 (*Provisional Sums*);
24. Schedule 22 (*Handover Protocol*);
25. Schedule 23<sup>27</sup> (*Handover Note*);
26. Schedule 24 (*Project Work, Safety and Access Requirement*);
27. Schedule 26 (*Estimated Project Cost*);
28. Schedule 29 (*Applicable Permits*);
29. Schedule 32 (*Development Control Norms/Building Byelaws for the Project*);
30. Schedule 33 (*Tests*);
31. Schedule 34 (*Permissible Licences in Station Area*);
32. Schedule 39 (*Equipment to be supplied by Authority*);

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<sup>27</sup> Schedule 22 & 23 to be updated at the time of actual handover.

(Instruction: The following Schedules of General Conditions of Station Facility Management Agreement (GCSFMA) has to be filled / prepared by Selected Project Proponent and the Authority along with Detailed Project Report. Relevant information of the Detailed Project Report would be used wherever applicable required)

1. Schedule 1 (*Station Area* );
2. Schedule 6 (*Designated Areas for Sub-License*);
3. Schedule 7 (*Permissible Licenses in Station Area*);
4. Schedule 8 (Existing Contracts).



## EXHIBIT IV

### Invitation Document No.: PCE/ECOR/PLG/2016-17/1 INDICATIVE FORMAT OF LETTER OF INTENT

No. [insert letter no.]

Date: [insert date]

To

[insert name of the Selected Project Proponent]

[insert address]

e-mail: [insert email address of the Selected Project Proponent]

(Kind Attn: Mr. \_\_\_\_\_)

#### LETTER OF INTENT (LOI)

Sub: Development of VISAKHAPATNAM Railway Station.

Ref: 1. Invitation Document No. \_\_\_\_\_ dt. \_\_\_\_\_

2. Your application dated \_\_\_\_\_.

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Dear Sir / Madam,

1. In reference to the Invitation document mentioned at ref. (1) above, it is informed that your Application opened on \_\_\_\_\_, has been accepted by the Authority i.e. you have been identified as the Selected Project Proponent of this Project. The Earnest Money deposited by you is retained as per the terms and conditions of the Invitation Document and shall be returned after submission of bid security as per terms of this LOI. This LOI will constitute a contract between Selected Project Proponent and the Authority for fulfilling the requirements specified in the Bid Document till completion of the Bid Stage or execution of the Development Agreement in case the selected project proponent is a Selected Bidder.
2. You are requested to prepare the Detailed Project Report as per details given in Exhibit III of the Invitation Document, and submit the same to the Authority along with all requisite documents within a period of 60 days from the date of this Letter in terms of Invitation Document.



3. If required you may be called for further discussion for streamlining and normalization of DPR.
4. You shall furnish a bid security equivalent to Rs. 4 Crore (Rupees Four Crore only) either as banker's cheque, or demand draft (the "Demand Draft") or in the form of a bank guarantee issued by a nationalised bank or a Scheduled Bank in India, having a net worth of at least Rs.1,000 crore (Rupees one Thousand Crore only), in favour of the Authority in the format enclosed (the "Bank Guarantee"), within 07 (Seven) days of receipt of this LOI. The validity period of the banker's cheque, Demand Draft or Bank Guarantee, as the case may be, shall not be less than 180 days from the date of LOI, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and you from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required.
5. The Letter of Intent shall be read together with Invitation for Qualification and Technical Proposal bearing Invitation Document No.: PCE/ECOR/PLG/2016-17/1.
6. You will be bound by the Financial Proposal (copy enclosed) submitted by you vide Technical Proposal Form VII (B) till the completion of the Bid Stage.
7. The courts at the HQs of the Zonal Railway, where the contract agreement has been signed alone shall have exclusive jurisdiction on matters pertaining or arising from this LOI.
8. You are requested to sign and return the duplicate copy of this LOI as a token of acceptance within 07 (seven) days of receipt of this LOI.

Enclosure: Financial Proposal

Yours Sincerely,

For Authority,

Sd/-

*(insert name and designation)*

We hereby acknowledge receipt of this Letter of Intent dated [*insert date*]. We further confirm that we have read and understood our obligations and responsibilities as the Selected Project Proponent in terms of the Invitation for Qualification and Technical Proposal bearing Invitation Document No.: PCE/ECOR/PLG/2016-17/1 and this LOI which constitutes the contract between the Selected Project Proponent and the Authority, and undertake to perform all the obligations in a timely manner including finalizing the DPR.

Signature of Authorized Signatory

Date & Place:

(Name & Designation, with Company Seal)

For and on behalf of Selected Project Proponent

Copy to:



# **PROJECT INFORMATION MEMORANDUM**

**FOR DEVELOPMENT OF  
*Visakhapatnam* RAILWAY STATION**

**February 2017**

## Disclaimer

This Project Information Memorandum document and any further documents enclosed with it or to be made available by the Authority or any further information provided whether orally or in writing ("Disclosed Information") is selective and provided with an aim to provide, the prospective applicants, an overview and broad understanding of the proposed development of VISAKHAPATNAM which is being taken up by Indian Railways. It does not contain all information, which may be of relevance to or required by Applicants for the purpose of the Project. The Applicants are advised to acquaint themselves with information from other sources and to go through the Bidding Documents in detail, themselves. The Applicants should note that the information provided about the city, state, and real estate trends (such as in "State, City and Subject region overview", "Development Control Regulations", "Real estate market trends – Macro and Micro", "Subject property neighborhood description", "Site potential analysis") is based on secondary research, market surveys, and interactions with key market players. The information is only indicative of the situations prevalent at the time of conducting the study. However, real estate market continues to be plagued by misinformation, non-disclosure, and fragmentation, wherein almost inevitably some information is withheld in every case. Prediction of real estate parameters becomes more of a probability.

This general information about the city, state, micro and macro real estate trends does not purport to contain all the information each Applicant may require. It is not possible for the EAST COAST RAILWAY to consider the investment / development objectives, financial situation and particular needs of each Applicant. Each Applicant must conduct its own analysis of the suitability and appropriateness of the Disclosed Information including those contained in this document and to correct any inaccuracies therein that may appear in this document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project as a part of its assessment of Disclosed Information and its suitability for the transaction.

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The information provided pertaining to station in following sections is based on latest survey done at the railway station. The information may be verified with the nodal officer before submitting the bids:

- Section, District & State in which the Station is located, station category with details of Station Building area and platform area
- Annual passengers' earnings of the station for the immediately preceding 5 Years
- Average daily number of passengers dealt presently (for the preceding 5Year), number of passenger trains dealt at the station
- List of major passenger amenities presently available at the station including approach infrastructure, information regarding Metro/BRT/Bus stations as to whether available/planned etc.
- Yard Plan of the station duly accounting for anticipated expansion for horizon period of next 40 years
- Land Plans of the station indicating area of station building, yard, circulating area and tentative details of Reserved Railway Land (it can be more than one land parcel) which can be spared for commercial development
- Details of Redevelopment Land along with proposed structures to be relocated / developed including Quarters if any with typology and area
- Land records establishing the ownership of land in favour of Railways including mutation of land in revenue records of all land parcels under Reserved Railway Land
- Details of property cards, ownership records
- Cost of obtaining block, Liquidated damages for unutilized Block and escalated liquidated damages for delay beyond prescribed time of Block (please refer Schedule 25 of Development Agreement)
- Existing encroachments/encumbrances, if any
- Indicative list of amenities required at a redeveloped station (for instance, Waterless urinals may also be part of the scheme such as to maximize on user convenience and minimization of water consumption)
- Other miscellaneous requirements of the Railway including the relocation of structures, sensitive/religious structures, obligatory points such as heritage features, if any
- Nodal officer's name along with his contact details
- Existing vendor/licensee contracts
- Details about in principal approvals taken by Railway for the Project from the concerned State Government authorities, if any.
- Details about directions/guidelines of commercial directorate to be followed by the Selected Project Proponent.
- Details of activities to be excluded from the scope of work of developer and facility manager under the Development Agreement and Station Facility Management Agreement respectively.
- Details of existing net earnings from the Station excluding earning from Railway Operational Activities at Station including but not limited to passengers and goods traffic and the revenue potential being assigned by the Authority.
- Term of Development Agreement
- Term of Station Facility Management Agreement

Furthermore, the FAR / FSI provided in the document will be assumed for bid evaluation. The Applicants should consult the municipal authority / development authority for any clarification in this regard.

The Applicants should make use of the pre-bid meetings to seek clarifications on the station specific information provided in the document.



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List of Abbreviations	
BHK	Bedroom Hall Kitchen
DCR	Development Control Rules
FAR	Floor Area Ratio
Ft.	Feet
GSDP	Gross State Domestic Product
INR	Indian Rupees
Km	Kilometer
Mt	Meter
MoA	Means of Access
ROW	Right of way
SEC	Socio Economic Classifications
Sq. ft.	Square Feet
Sq. m.	Square Meter

Conversion of Units	
1 Hectare	2.4711 acres
1 Acre	43,560 Sq. ft.
1 Acre	4,046.9 sqm.
1 sq km	247.11 acres
1 sqm	10.764 Sq. ft.
1 metre	3.28 ft.

# STATE, CITY AND SUBJECT REGION OVERVIEW

1

## 1.1. Andhra Pradesh

Andhra Pradesh (AP) is located in the southern peninsula of India and has a coastline of 974 km and is spread over a geographical area of 160,205 square kilometers. The erstwhile state of Andhra Pradesh has been bifurcated into two states, Telangana and residuary Andhra Pradesh (Seemandhra), by the Andhra Pradesh Reorganization Act, 2014 or the Telangana Act. The act consisted of the aspects of division of assets and liabilities, the boundaries of the proposed new states and status of the capital city Hyderabad (for 10 years) after the separation of the state. The state has well-developed social, physical and industrial infrastructure and virtual connectivity. It also has good power, airport, IT and port infrastructure. At current prices, Andhra Pradesh's gross state domestic product (GSDP) was estimated at US\$ 92.17 billion over 2015-16. Between 2004-05 and 2015-16, the average annual GSDP growth rate was 10.67 per cent. The state of Andhra Pradesh is bound by Chhattisgarh on the north, Odisha on the northeast, Telangana and Karnataka on the west, Tamil Nadu on the south, and the Bay of Bengal on the east. It is the first state in the country to have enacted the Industrial Single Window Clearance. The Act made it compulsory for new industries to register with the single-window to obtain clearances quickly. It also simplified procedures for getting industrial clearances. The state also has separate acts for development in sectors such as solar power, electronic hardware and food processing. Visakhapatnam, Vijayawada, Tirupati, Rajahmundry, Guntur, Kakinada, Ongole, Nellore and Kurnool are some of the key cities in the state. Most commonly spoken language is Telugu. Urdu, Hindi, Tamil, Kannada and Oriya are other languages spoken.

**Table 1: Development indicators**

Parameter	Andhra Pradesh
<b>Economy</b>	<b>2015-16</b>
GSDP as a percentage of all states' GSDP	4.45
GSDP growth rate (%)	13.22
Per capita GSDP (US\$)	1,859
<b>Physical infrastructure</b>	
Installed power capacity (MW)	15,762.94
Wireless subscribers (No)	73,912,896
Internet Subscribers (No)	25,380,000
National highways length (km)	5,231.74

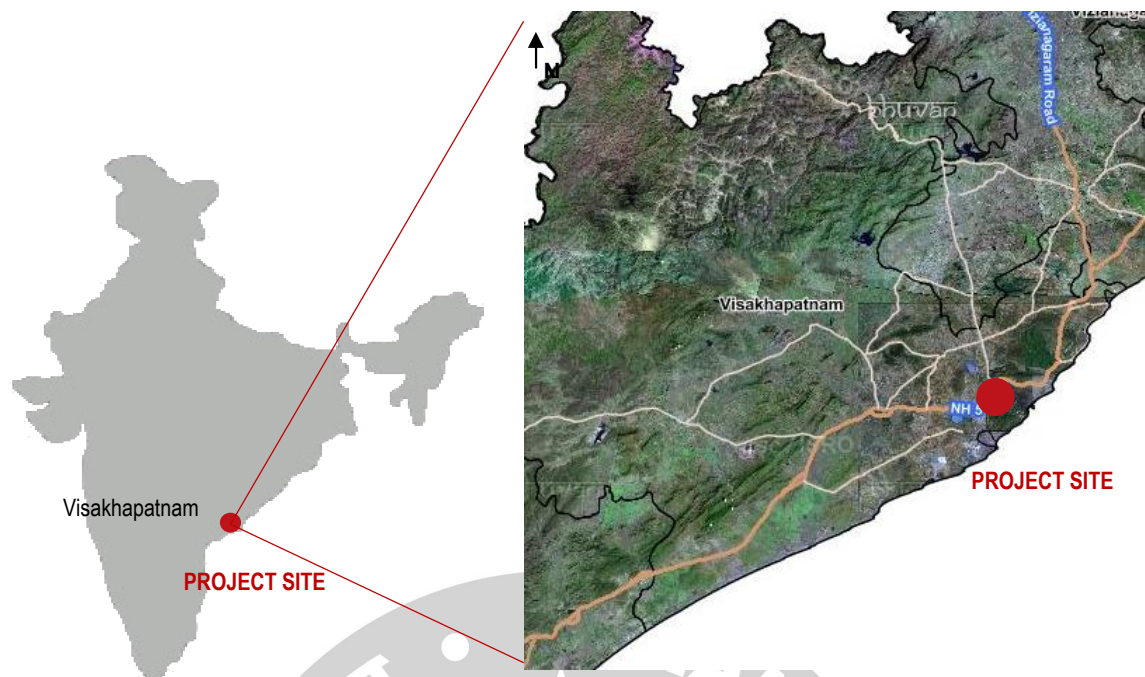
Airports	8
<b>Social Indicators</b>	
Literacy rate (%)	67.4
Birth rate (per 1,000 population)	17.6

**Table 2: State level development indicators - economic growth**

<b>Economic Growth Snapshot</b>
<b>GSDP</b>
At current prices, Andhra Pradesh's gross state domestic product (GSDP) was US\$ 92.17 billion in 2015-16.
GSDP expanded at a CAGR of 10.67 per cent between 2004-05 and 2015-16.
<b>NSDP</b>
At current prices, Andhra Pradesh's net state domestic product (NSDP) was estimated at US\$ 82.86 billion during 2015-16.
NSDP registered a CAGR of 10.64 per cent between 2004-05 and 2015-16.
<b>Per Capita GSDP</b>
Per Capita GSDP of Andhra Pradesh increased to US\$ 1,859 during 2015-16 from US\$ 647.7 over 2004-05.
Per capita GSDP is estimated to have increased at a CAGR of 10.05 per cent between 2004-05 and 2015-16.
<b>Per Capita NSDP</b>
Andhra Pradesh's per capita NSDP grew from US\$ 583.4 during 2004-05 to US\$ 1,671.40 over 2015-16.
Per capita NSDP is estimated to have expanded at a CAGR of 10.04 per cent between 2004-05 and 2015-16.

## **1.2. Visakhapatnam city: Introduction**

Visakhapatnam is the largest city in the state of Andhra Pradesh, India. The city is well connected with other parts of the state and country by road, rail and air. NH-5 (new NH-16) pass through the city connecting the city with major cities like Chennai, Vijayawada, Bhubaneswar and Kolkata. Greater Visakhapatnam Municipal Corporation (GVMC) has an area of 515 square kilometers. Visakhapatnam is home to several state-owned heavy industries, one of the most advanced steel plants. Visakhapatnam has one of the country's largest ports and its oldest shipyard. The Visakhapatnam Metropolitan Region (VMR) consists of five urban centres - Visakhapatnam, Vizianagaram, Anakapalli, Bheemunipatnam and Gajuwaka as well as 287 villages in 178 Gram Panchayats, comprising an area of 1701 sq. km. Visakhapatnam International Airport has direct flights international destinations like Kuala Lumpur, Singapore and Dubai.



**Map 1: Location and extent of Visakhapatnam**

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

**Table 3: Key statistics**

Details	
<b>Geographic Location</b>	<ul style="list-style-type: none"> <li>17°42'N Latitude and 83°15'E Longitude</li> <li>Situated at an altitude of 5 meters above Mean Sea Level / Longitude</li> </ul>
<b>Area</b>	<ul style="list-style-type: none"> <li>Greater Visakhapatnam Municipal Corporation (GVMC) – After 2005: 515 sq km</li> <li>Visakhapatnam Metropolitan Region (VMR): 1701 sq km</li> </ul>
<b>Climate</b>	<ul style="list-style-type: none"> <li>Highest maximum temperature of 36 degree C</li> <li>Lowest minimum temperature of 18 degree C</li> </ul>
<b>Languages</b>	<ul style="list-style-type: none"> <li>Regional language: Telugu</li> <li>English &amp; Hindi</li> </ul>
<b>Development Authority</b>	<ul style="list-style-type: none"> <li>Visakhapatnam Urban Development Authority (VUDA)</li> </ul>

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016



## Regional setting

It is bounded on the north partly by the Orissa and partly by Vizianagaram District, on the south by East Godavari District, on the west by Orissa and on the east by Bay of Bengal. Based on topographical conditions, the city and its environs can be divided into four categories viz., hilly region, upland tracks, rolling plains and plains. Kailasa and Yarada are the major hill ranges in the city.

### 1.3. City connectivity

#### Road

The total length of road network within the city limits are Municipal Roads - 1120 km, C.C.Roads - 150 km, B.T.Roads – 750 km, Kutcha Roads – 220 km and state-level roads - 100 km. The transportation network in the city area is dominated by three major arteries, one along beachfront, another along the Northern Hill flank and the third which runs through the city. National Highway 16 which is connecting Chennai on the western side and Kolkata on the northern side. Visakhapatnam is about 650 KM on north-east from Hyderabad. Situated in a "Picturesque Amphitheater of Hills", Visakhapatnam is 820 kilometers south-west of Kolkata and 730 kilometers north-east of Chennai by rail journey.

**Table 4: Modal connectivity to Visakhapatnam**

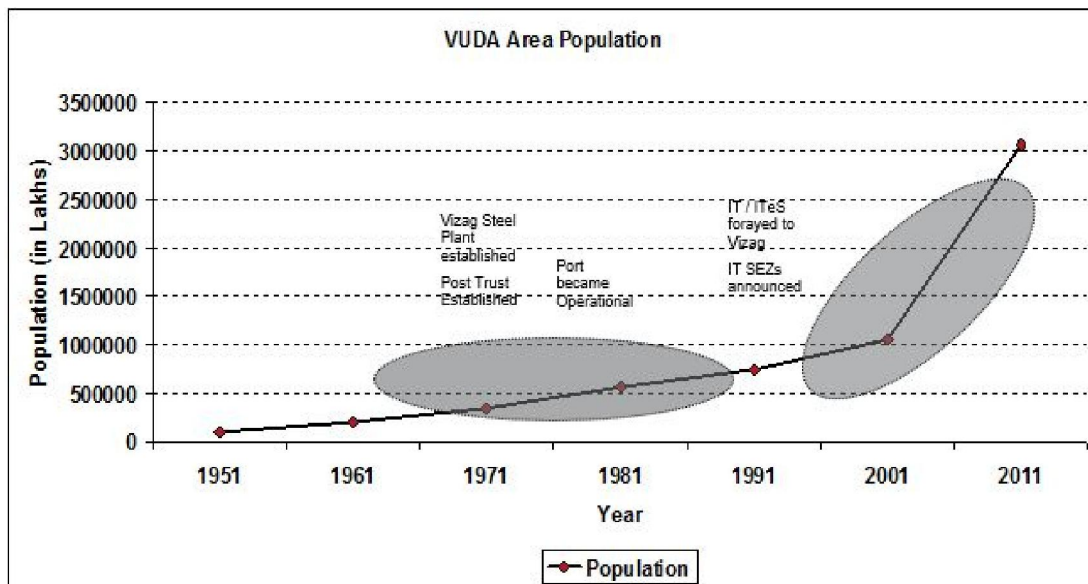
Details	
Railway	Well connected to major cities. 54 express trains pass through Visakhapatnam.
National Highway	NH 5 connects the city to Kolkata & Chennai
Airport	The present airport's expansion is under progress.
Ports	Visakhapatnam & Gangavaram satellite port.

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

### 1.4. Demographic profile

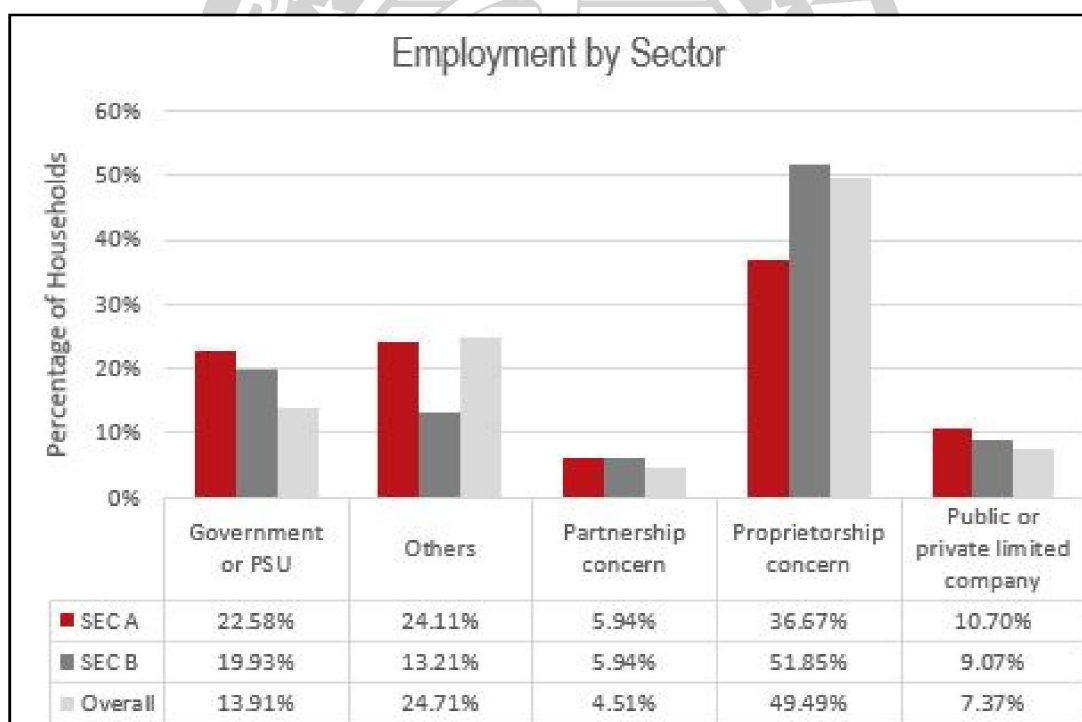
The population of Visakhapatnam district has shown a consistent increase in the past 50 years and was 38.32 lakhs as per 2001 census. Out of the total population 19.30 lakhs are males and 19.02 lakhs are females and this constitutes 5% of the population of the state while the geographical area of the district is 11,161 sq. km. which is only 4.1% of the area of the State. Decadal growth rate of population during 2001-2011 is about 35% as against 40% during 1991-2001. Migrants account for nearly 17% of total population. Workforce participation rate is 28%.





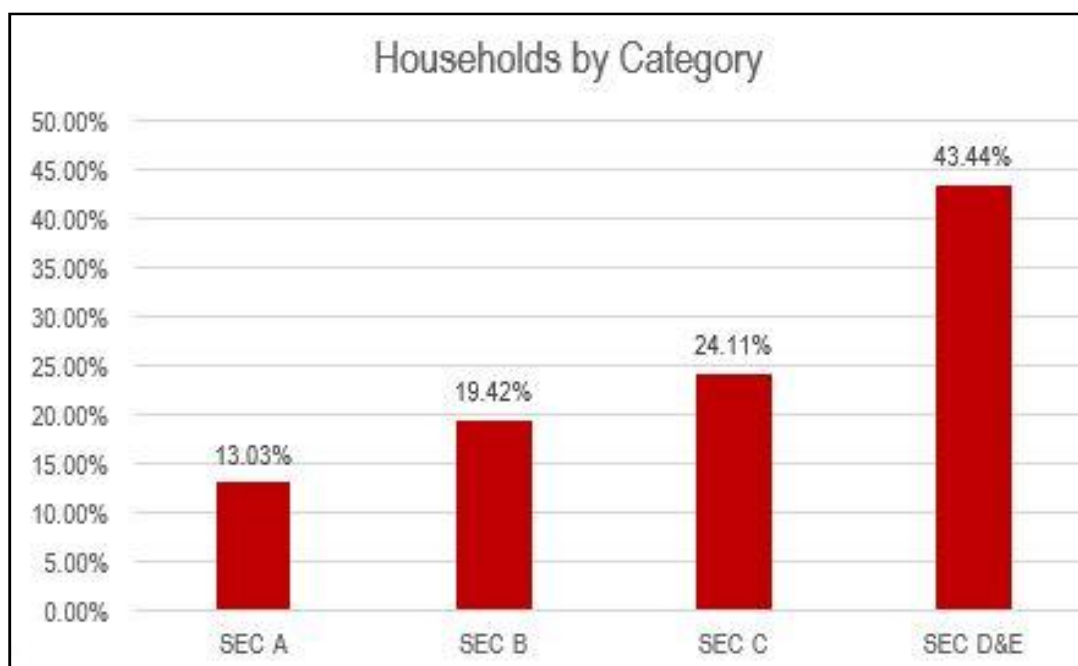
**Figure 1: VUDA area population**

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016



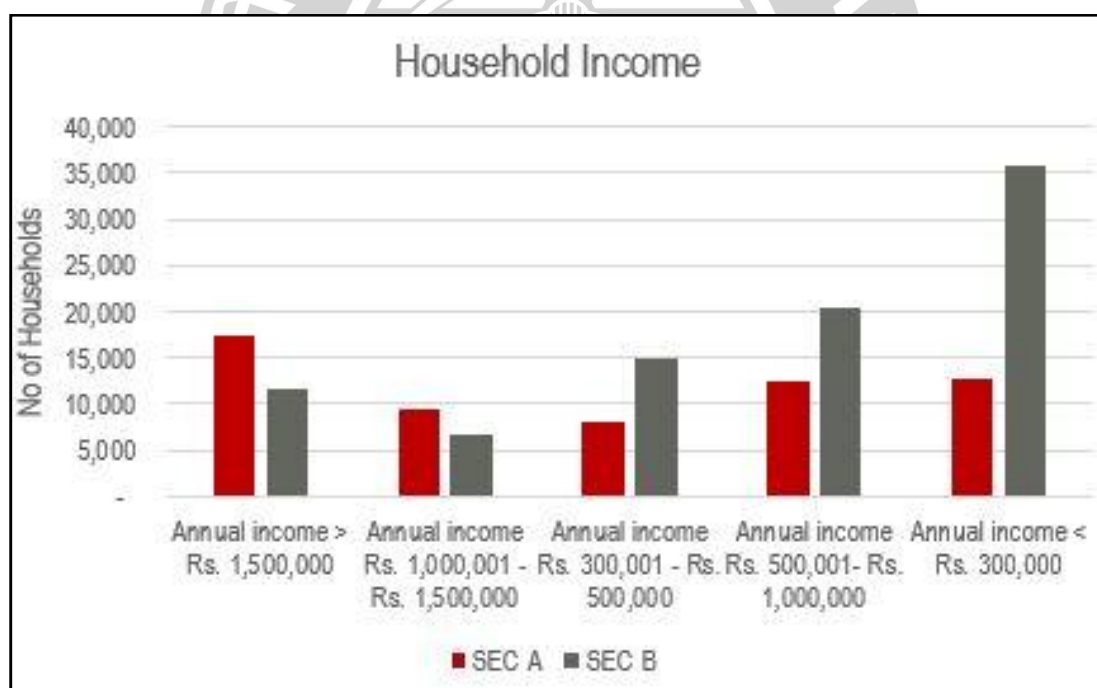
**Figure 2: Employment by sector**

Source: City Skyline Indicus – 2011-12



**Figure 3: Households by category**

Source: City Skyline Indicus – 2011-12



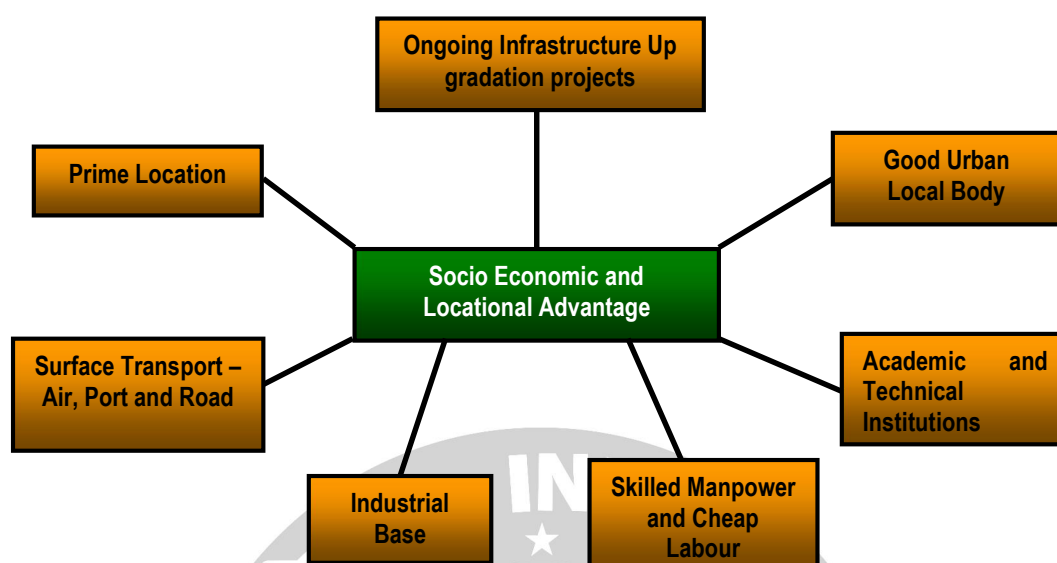
**Figure 4: Household income**

Source: City Skyline Indicus – 2011-12

### 1.5. Economic activities

The city was originally a small fishing village, mainly due to its natural harbour. The sectors contributing to city's economic growth are agriculture and fishing (primary

sector), large, medium and small scale industries (secondary sector) and services (tertiary sector) that include trade and commerce, transport, telecommunications, management and consultancy services, education, etc.



**Figure 5: Economic growth drivers**

The city has developed into a major port city. It has experienced rapid industrialization with the onset of major industries viz., oil refinery, a private sector fertilizer factory, Hindustan Zinc Smelter and Visakhapatnam Steel Plant. The construction of the outer harbour and steel plant has considerably changed the character of the city. On account of rapid industrialization and urbanization there has been tremendous amount of migration into the city. In the future, services and information technology area expected to contribute significantly to the economy.

## **Port**

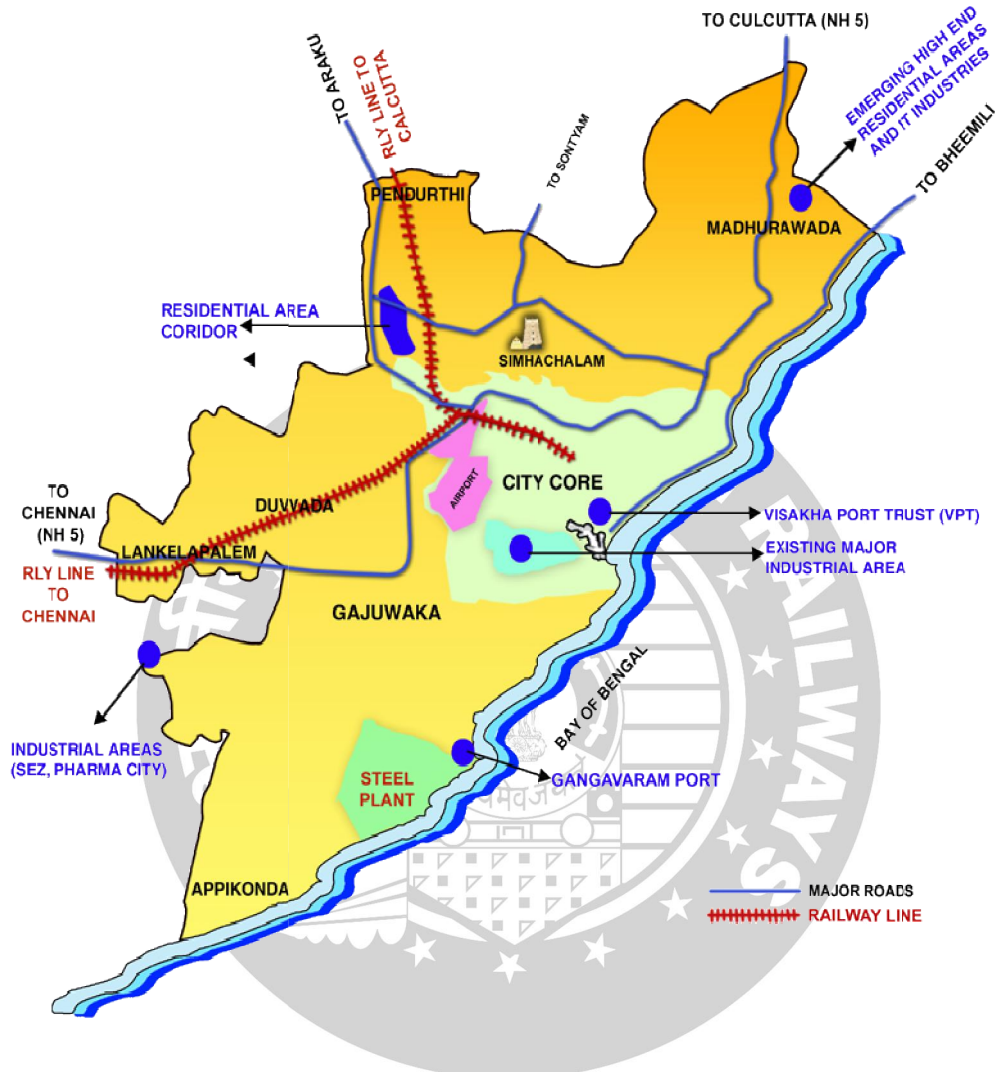
Port is one of the distinct economic activities playing a vital role in the economic base and progress of the region. Major port is located in Visakhapatnam while two smaller ones are located at Bheemunipatnam and Mutyalammampalem. A new port at Gangavaram is in the pipeline.

## **Steel plant**

Visakhapatnam steel plant was established in the year 1991. The steel plant has a township near Parawada with good physical and social infrastructure.

## Fisheries

Having an advantage of 132 km of coast line, the flourishing fishing activity plays a significant role in the economic base of the region. This activity is supported by infrastructure facilities such as fishing harbour, cold storages etc.



**Map 2: Visakhapatnam Metropolitan Region**

*Map showing the major economic growth areas in Visakhapatnam Metropolitan Region*

## Tourism

The tremendous tourism potential of the district has long been acknowledged by the Andhra Pradesh government, which has declared it a special tourism area. Visakhapatnam is becoming a destination of global tourism on the east coast of India. The Visakhapatnam Urban Development Authority (VUDA) plans to transform the port city into a tourist paradise with rich eco-environs and must-see destinations. Being the statutory Urban Development Authority, with a jurisdiction of 1721 sq. km in the districts of Visakhapatnam and Vizianagaram it is involving and initiating in the promotion of tourism to attract tourists from all over the globe.

Tourism industry plays a major role in the economic base of the city and region since existing locations and new locations have given wide scope of revenue building. Around 68% of growth rate has been recorded in terms of generating revenues from tourism sector.



# STATION OVERVIEW

# 2

## 2.1. Station area details

Station details	
Section	VSKP-PSA, Main line
District	Visakhapatnam
State	Andhra Pradesh
Station category	A1
Station building area	6400 sqm.[G.F: 4353 sq. m.] [F.F: 2047 sq. m.]
Platform area	33,780 sq. m.

## 2.2. Passenger earnings, trains and footfall

Particulars	11-12	12-13	13-14	14-15	15-16
Annual passengers' earnings of the station for the immediately preceding 5 years (in Crores)	84.13	84.36	93.74	104.45	109.77
Average daily number of passengers dealt presently (for the preceding 5 years)	28,886	28,552	28,861	28,832	29,011
Number of passenger trains dealt at the station	76	83	101	106	109
Projected number of passengers to be dealt at the station for horizon period of next 40 years	Approximately 84,000				

### 2.3. Passenger amenities currently at the platform

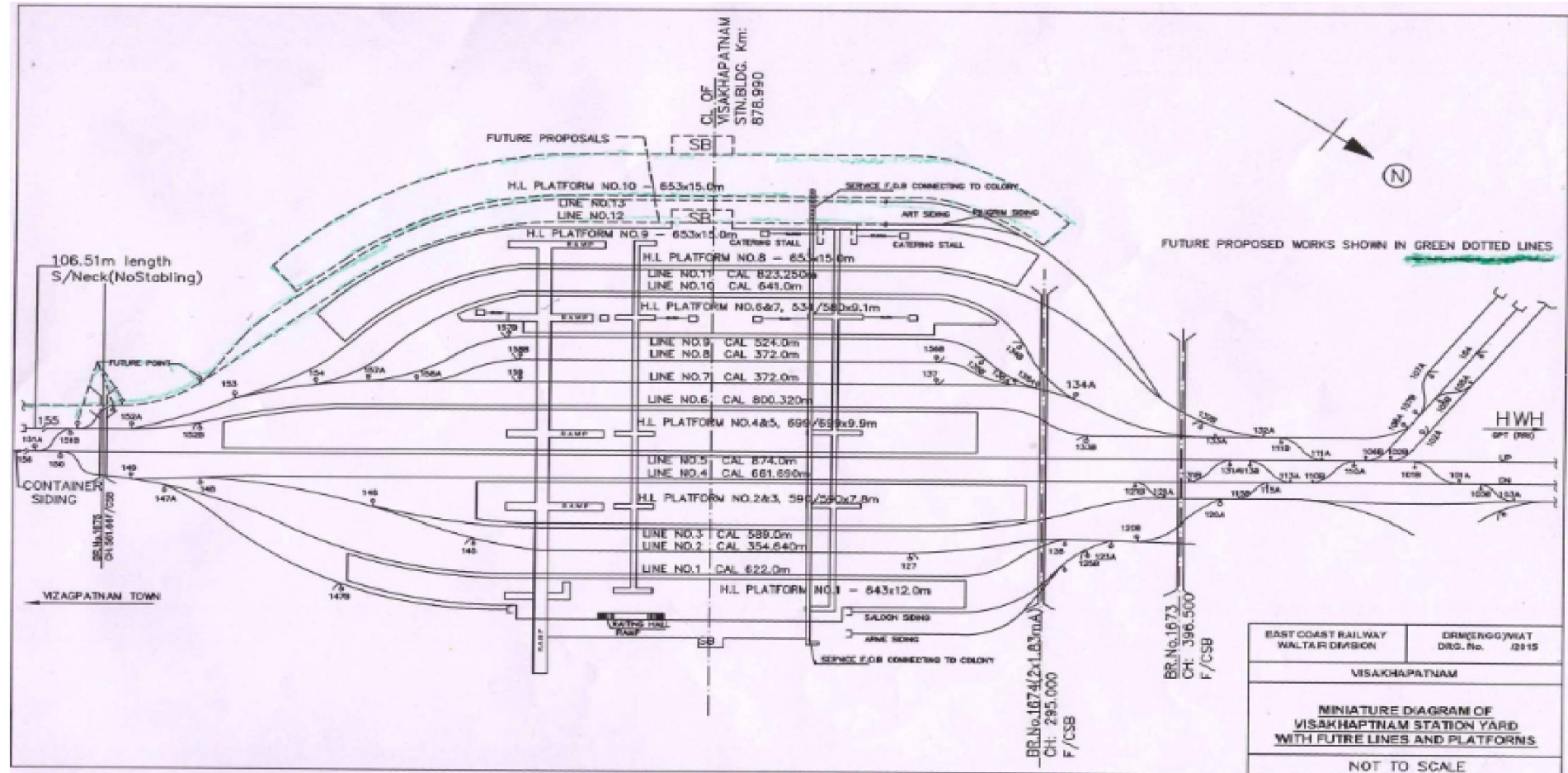
2nd Class Waiting Hall (3 Nos)	Upper Class Waiting Hall (1 Nos)	FOB (3 Nos)	Refreshment Room (1 Nos)
Electronic Train Indication Board (i) MLDB- 4 Nos (ii) AGDB - 5 Nos (iii) TIB - 20 Nos (iv) CIB - 199 Nos	Wheel Chair (4 Nos)	ATMs (3 Nos)	CCTV (22 Nos)
Cloak Room (1 Nos)	Pay and Use Toilet (5 Nos)	Touch Screen Enquiry System (5 Nos)	Food Plaza (1 Nos)
Retiring Room(14 Nos)	Escalator (2 Nos) (PF-2& 3 and 4&5)	Lifts (2 Nos) on Platform No 6&7 and 8	VIP Lounge(2Nos) PF No: 1 & 8
Executive Lounge (1 Nos) on Platform No: 1	Water Vending Machine (10 nos)	Jan Aahar on PF No:1	Fast Food Units (2 Nos) on PF No: 8
Divyangan Toilets (6 Nos)	Child Help Line	Tourist Information Center	Movement Control Office (MCO)

### 2.4. Connectivity with other modes of transport

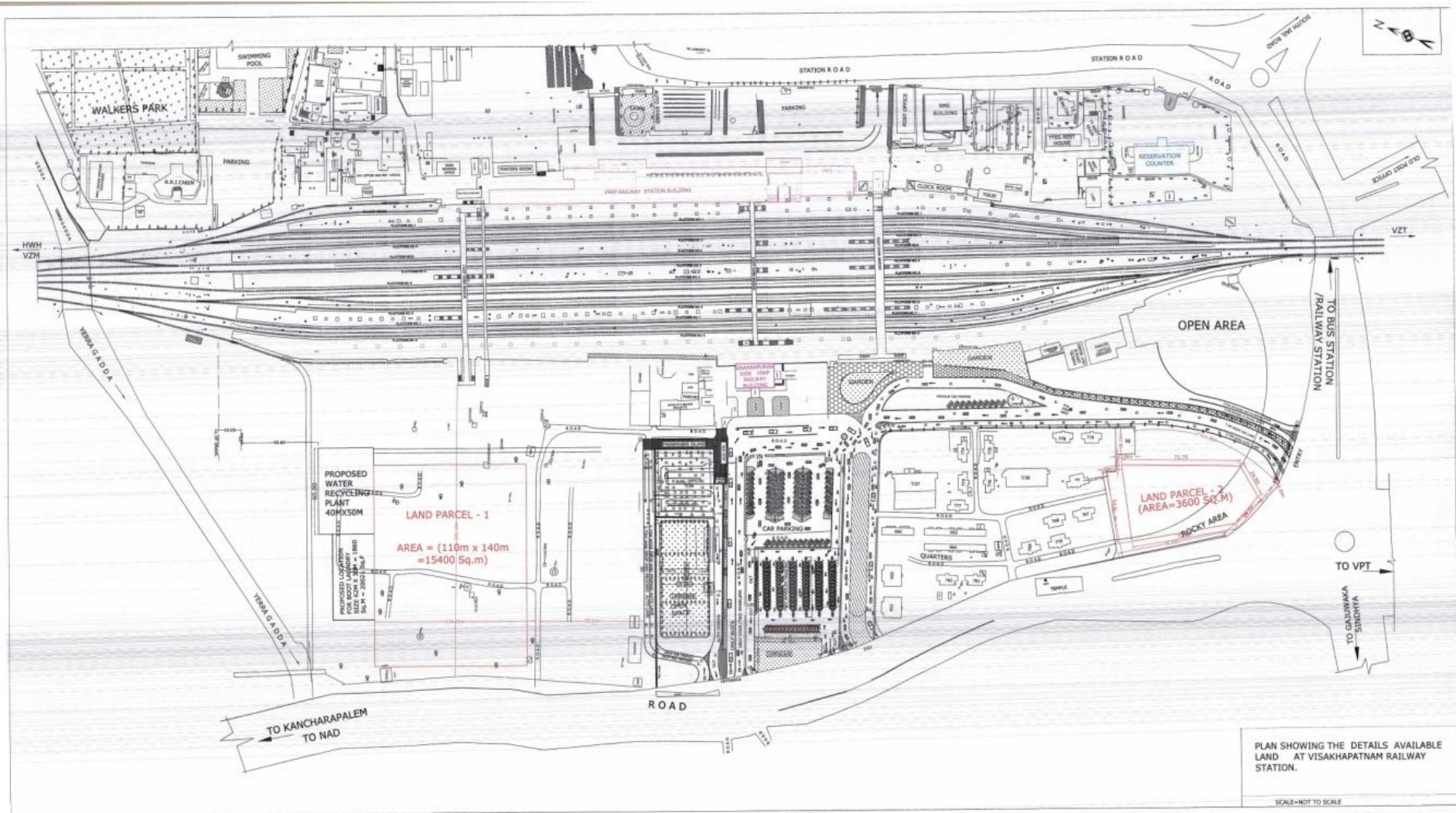
BRTS connectivity



## 2.5. Yard plan and station land plan







# SITE ANALYSIS

## 3

### 3.1. Introduction – land parcel at Visakhapatnam railway station, Visakhapatnam

The subject property is located at Gnannapuram, Visakhapatnam. It stands on the Howrah-Chennai main line, though the mainline bypasses Visakhapatnam Central Station. The region is well connected by road and is located in close vicinity Visakhapatnam Steel Plant, known as Duvvada.

The location map below highlights the location of the Subject Property:



Map 3: Location map – Subject property

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

### 3.2. Project site description

There are 2 vacant land parcels located here as per the following table:

**Table 5: Area details**

Particulars	Land Area (sq.mt.)	Land Area (Acres)
Subject Property 1	15,400	3.8
Subject Property 2	3,600	0.9

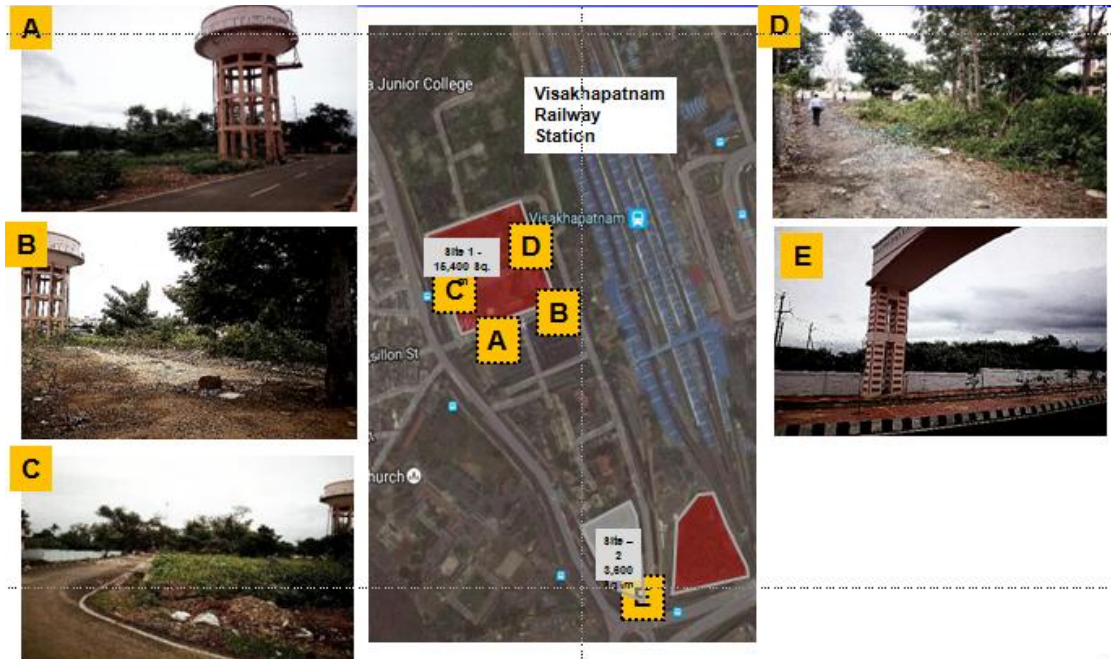
The subject properties are located at Gnannapuram, Visakhapatnam. The subject site -1 has access along 80 ft. wide Railway Road, Gnannapuram, and subject site2 has access along 120 ft. wide road with good frontage along access road.

Subject site can be easily accessed from major transport nodes, such as Visakhapatnam Airport, which is located at approximate distances of approx. 8.1 kms from subject site region via Bowdra Ring Road respectively. The site is encumbrance free.





### 3.3. Property visuals



### 3.4. Existing encroachment/ encumbrance and relocation plans

No encroachment/ encumbrance on land

### 3.5. Subject Property neighbourhood description

The subject property is located at Gnannapuram, Visakhapatnam. It stands on the Howrah-Chennai main line, though the mainline bypasses Visakhapatnam Central Station. The region is well connected by road and is located in close vicinity Visakhapatnam Steel Plant, known as Duvvada. The table below provides the developments in the immediate neighborhood of the subject site:

**Table 6: Immediate neighbourhood (Property 1)**

Location	Details
North	Vacant land parcel
South	Railway Road
West	120ft wide BRTS Road
East	Visakhapatnam Railway Station

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

**Table 7 Immediate neighbourhood (Property 2)**

Location	Details
North	Railway colony
South	120ft wide BRTS Road
West	120ft wide BRTSRoad
East	Railway Road

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

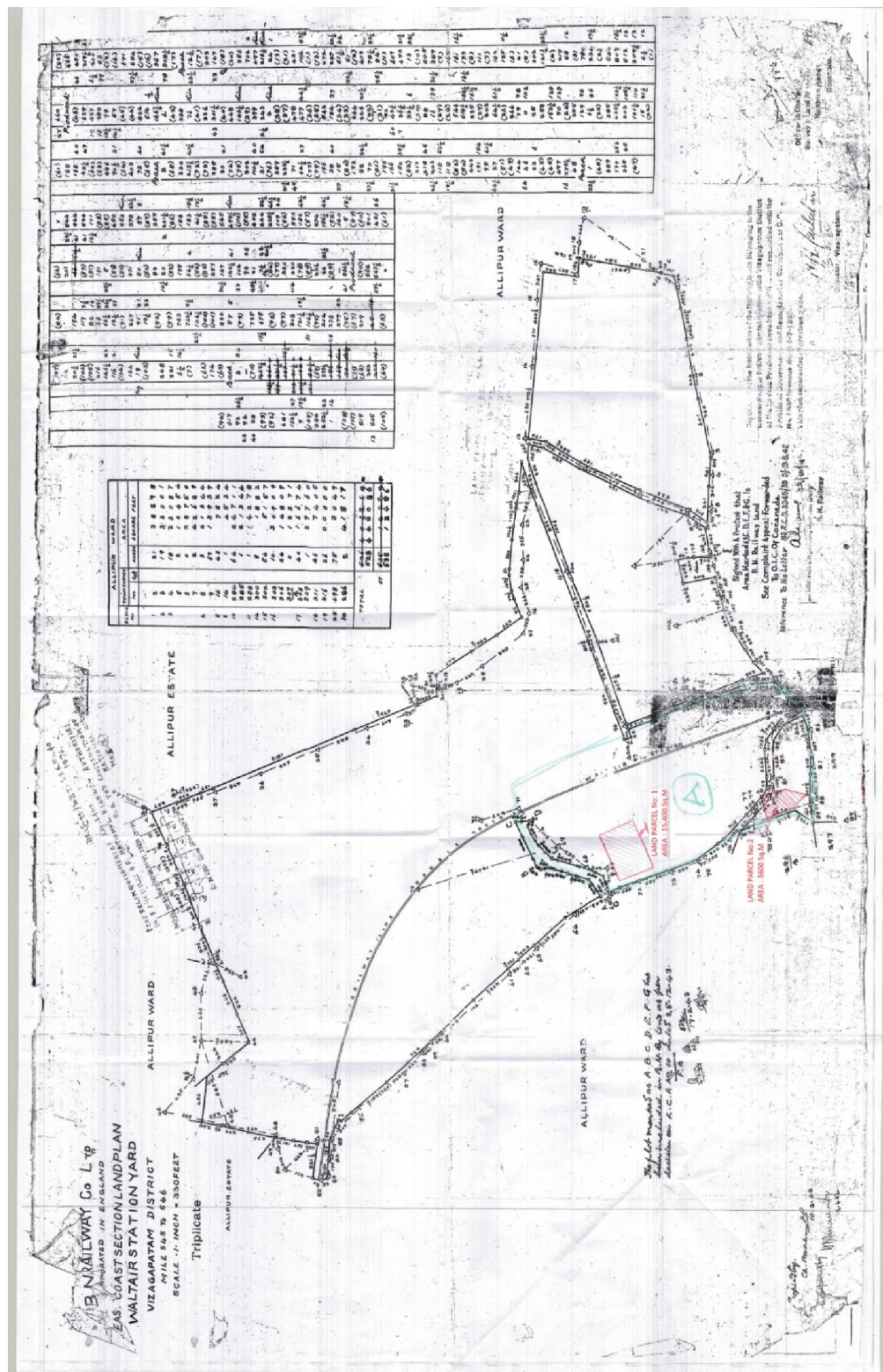
The following table provides the distance of the subject site from prominent landmarks of the city and region:

**Table 8 Distance chart of the subject site to the major regional landmarks**

Landmark	Distance (in approx. km)
Visakhapatnam Airport	8 - 10 km
Visakhapatnam Railway Station	0 - 300 m
Port Junction	0 - 500 m

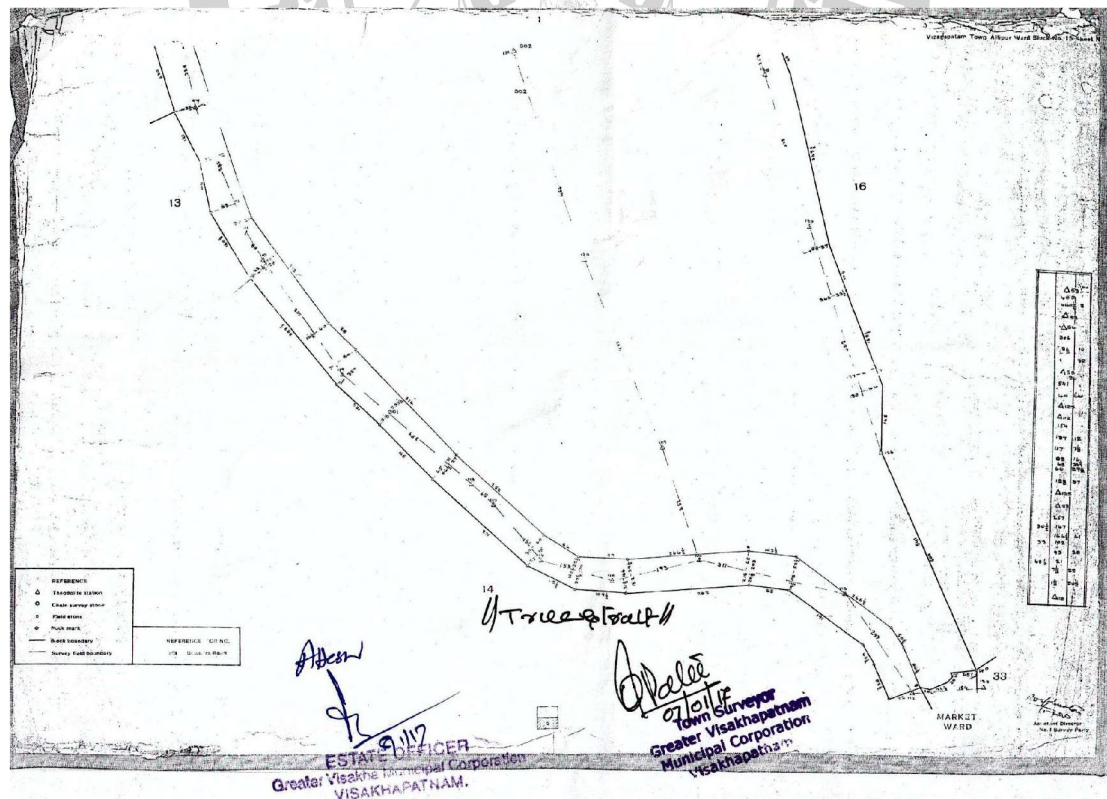
Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

### 3.6. Land records





**ROR copy**



### Property block diagram





### 3.8. Site potential analysis

- The Subject Site has advantage of being located adjacent to Visakhapatnam Railway Station.
- It has proximity to Gnannapuram Bus stop which is adjacent to Railway Station.
- At present there are no organized development such as malls and hotels in the surrounding area. The proposed development can leverage the first mover advantage.



# DEVELOPMENT CONTROL REGULATIONS

## 4

### 4.1. General

There are no FSI / FAR stipulations applicable in Andhra Pradesh. The pertinent regulations are with respect to all-round setbacks and height regulations as per the width of abutting road, plot / site area and location of a given land parcel. The site specific DCR is prepared as per the guidelines laid down under G.O. Ms. No. 168 dated 07 April 2012 issued by the Municipal Administration and Urban Development (M) department of GoAP.

### 4.2. Development concept

The project site is envisaged to be a “commercial development”. The report is prepared as per the aforementioned G.Os, in order to ascertain the development potential of the project site. This is essential, as any proposed development has to comply with the norms and provisions of the DCR. However, actual approval for specific or proposed development for the project site has to be sought from GVMC.

### 4.3. Building requirement

The building bulk, coverage and height shall be governed by the minimum all-round setbacks to be left, the organized open spaces to be left and the height restrictions imposed by the Airport Authority (if applicable) / Defence Authorities (if applicable) and Fire Services Department and the Area-level Impact fee on built up area required to be paid, as applicable.

The minimum all-round setbacks for commercial development (retail, commercial office and hospitality development) are given in the table below.

**Table 9 Minimum all-round setback**

Height of the building (m)	Min. abutting road width required (m)	Min. all round open space on remaining sides (m)
Up to 21	12	7
21 – 24	12	8
24 – 27	18	9
27 – 30	18	10
30 – 35	24	11

Height of the building (m)	Min. abutting road width required (m)	Min. all round open space on remaining sides (m)
35- 40	24	12
40 – 45	24	13
45 – 50	30	14
50 – 55	30	16
After 55 m 0.5 m additional setback for every 5 m of height shall be insisted		

Source: G.O.Ms 168, Municipal Administration & Urban Development Department, GoAP

#### 4.4. Parking requirement

As per the DCR, the parking requirements for different commercial uses area listed in the following table.

**Table 10 Parking requirement for different commercial uses**

Category of building/activity	Parking area to be provided as percentage of total built up area
Commercial Development / Retail development	50%
Hospitality Development	30%

Source: G.O.Ms 168, Municipal Administration & Urban Development Department, GoAP

The parking spaces may be provided in:

- Basements or cellars; or
- On stilt floor; or
- In the open space over and above the minimum required setbacks (except the front setback) to be left around the building with adequate vehicular access, aisle, drives, ramps required for maneuvering of vehicles; or
- Multi-level parking complex adjoining to the complex within the site may be considered provided that a minimum clear open space of 6m from the site boundary is ensured.

#### 4.5. Landscaping and greenery

A minimum 2 m wide green planting strip in the periphery on all sides within the setbacks are required to be developed and maintained. In addition to above, an organized open space of at least 10% of total site area shall be maintained and

utilized as greenery over and above the mandatory all-round setbacks. This could be part of the interior open space or be in one or more pockets. The landscaping and greenery shall be undertaken as per the guidelines given in the National Building Code and subject to provision of hard and motorable leveled ground to facilitate operation of hydraulic platform. Trees shall be planted within the periphery of the site at the rate of 1 tree per 100 sq m of site area.

#### 4.6. City level infrastructure impact fee

Following table present the city level infrastructure impact fee:

**Table 11 City level infrastructure impact fee**

Particular	Fee (INR per sq m of built-up area)	
	Residential	Commercial, Offices, ITeS, Institutional, Educational & Others (except Industrial)
Above 15 m & up to 07 floors	350	500
Above 07 Floors& upto 10 floors.	500	1000
Above 10 Floors& upto 17 floors.	1000	2000
Above 17 Floors	2000	3000

Source: G.O.Ms 168, Municipal Administration & Urban Development Department, GoAP,

- For the first 15 m height of the building (excluding stilt floor) there will be no levy of city level impact fee
- In case of multiplexes the rates given in multiplex rules shall be applicable

# REAL ESTATE SECTOR MARKET TRENDS – MACRO AND MICRO

# 5

## 5.1. Background

Visakhapatnam has experienced rapid industrialization with the onset of major industries viz., oil refinery, a private sector fertilizer factory, Hindustan Zinc Smelter, Steel Plant and also in tourism industry. In the recent times, services and information technology area also contributed significantly to the economy. Being the vital port on the east coast of India, the city has been active in real estate development. Though the initial activity started near the port, real estate development spread in all directions, particularly along the major roads.

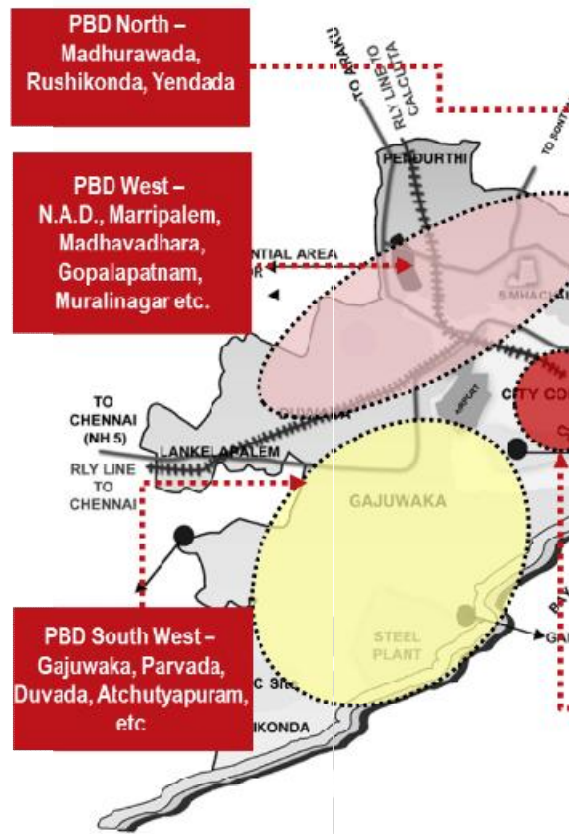
The city is well connected by all modes of surface transport - east coast railway, national highway No.5 and domestic air linkages. This strategic geographical location coupled with the availability of the other associated factors in logistics has enabled the city to attract large commercial investments and the major public and private sector industries. In recent years, there has been a spurt in investments in the city and its surrounding areas giving further impetus to transform the city as a future mega city.

The real estate market of the city has been classified as below:

**Table 12 Classification of the real estate market of Visakhapatnam**

SI No	Name of the Micro Market	Constituent areas
1	Central Business District (CBD)	Poorna Market, Jagdamba Center, Daba Gardens, etc.
2	Secondary Business District (SBD)	Siripuram, Waltier, Dwarka Nagar, MVP Colony etc.
3	Perepheral Business District - North	Rushikonda, Madhurawada, Yendada etc.
4	Perepheral Business District - West	N.A.D., Marripalem, Gopalpatnam etc.
5	Perepheral Business District - South	Gajuwaka, Parvada etc.

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016



Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

Market characteristics of these areas are described as below:

**Table 13 Market characteristics of Visakhapatnam**

Micro-Market Name	Economic Activity	Catchment Profile	Description
<b>CBD</b>	Corporate Office, Financial Institutions, Government Office	High Income Group (HIG) & Middle Income Group (MIG)	This area is the core area of the city. Nearly 100% settlement consolidation happened. Many retail and commercial offices are seen in this area. These are the most sought after destinations. Land cost is high due to non-availability of sizable land parcels.
<b>SBD</b>	Corporate Office, Financial Institutions, Government	High Income Group (HIG) & Middle Income Group (MIG)	This is the secondary business area. This area received the spill over focus of the CBD area. Primary has been dotted with commercial / retail real estate. Due to its strategic location and good accessibility from all



Micro-Market Name	Economic Activity	Catchment Profile	Description
	nt Office		directions, these are the most sought after destination after the CBD area. Land is scarce and expensive.
<b>PBD - North</b>	IT / ITeS	Middle & Lower Middle Income Group	In 1990's, the prestigious NH5 road project brought the city focus towards further to the north. With the construction of IT parks and SEZs in Rushikonda, Madhurawada, the city is destined to create a hub for IT activity. Most of the developers of local and national repute are showing interest in these areas.
<b>PBD West</b>	Small Offices and Banks	Middle & Lower Middle Income Group	This area has started gaining prominence when the CBD became saturated. These are mostly residential areas with few retail and small scale office development. The commercial development found to be sporadic.
<b>PBD – South</b>	Industrial Development	Middle & Lower Middle Income Group	An area known for industrial areas, Steel Plant, Harbor / dockyard, SEZs, Pharma City and other such developments etc. This is an emerging area in terms of real estate activity. Development in this region is not as prominent as in the other areas.

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

## 5.2. Retail market of Visakhapatnam

The retail market started in the form of local shopping in the old city of Visakhapatnam has grown into an organized form over a period of time, reflecting the changing needs and preferences of the people in the city. With the old city area and the central part of Visakhapatnam still carrying the traditional image for which they are famous for, new areas are rapidly developing with a modern image in accordance with the changing times.

Visakhapatnam has an established retail segment but most of these were domestic players in the past. All the reputed national and international retail chains including

Shopper's Stop, Ebony, Westside, Lifestyles, Big Bazar, Reliance Trends, Women's World, Fab India, Pantaloons and Globus have started operations in Visakhapatnam.

The characteristics of some of the prominent retail zones in the Visakhapatnam city are detailed below.

**Table 14 Market characteristics of Visakhapatnam**

Sub market	Major locations	Market characteristics	Remarks
CBD	Poorna Market, Jagdamba Center, Daba Gardens, etc.	Local Brands & Traditional Outlets	The 70-year-old Sardar Vallabhai Patel Market, popularly known as Poorna market, is located in the core city. Poorna market is majorly for fruits, vegetables, skilled and unskilled gold smith and jewellers of Visakhapatnam. This zone witnessed a major changes in the past few years due to the urban growth of the city. Currently this area houses many local and branded retail outlets and Malls.
SBD	Siripuram, Waltier, Dwarka Nagar, MVP Colony etc.	All branded retail outlets	Dabagardens is located in SBD. This market is home to all clothing, cosmetics, perfumes and other branded shops of the city to market. At present this area has many local and branded retail outlets and Malls.
PBD	<b>North</b> - Rushikonda, Madhurawada, Yendada <b>West</b> - N.A.D., Marripalem, Gopalpatnam <b>South</b> - Gajuwaka, Parvada	Mostly value retail development. Mostly local retail brands and few upcoming brands	There areas are the emerging commercial zones of Visakhapatnam.

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016



**Table 15 Lease rental values of retail space in prime locations of Visakhapatnam**

Locations	Rental / sq ft / month
Siripuram	100 – 120
Dwarka Nagar	100 – 120
V.I.P Road	100 – 120
Daba Gardens	80 – 100
Gajuwaka	60 – 80
Rama Talkies Road	60 – 70
NAD Junction	50 – 60

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

Note: The above rentals are based on the super area. The rentals and the market information mention above are based on the discussion with shop owners, estate agents and the Estate officials. Maintenance of the common areas varies from INR 12 - 15 per sq. ft. for malls, depending on the facilities provided.

### Supply and absorption trends

The total existing supply of organized retail spaces in terms of malls and shopping complexes is approximately 8.4 lakh sq.ft. Vacancy level is at the minimum with 4%. Details of existing mall / shopping complexes supply are provided in the table below:

**Table 16 Existing malls / shopping complexes in Visakhapatnam**

Sl. No.	Name of the mall / project	Location	Total built-up area (sq ft)	Lease rentals (INR / sq ft./ month)	Absorption	Project status
1	CMR Shopping Mall	Maddilapalem	250,000	50-60	100%	Operational
2	Vizag Central	Jagadamba Junction	150,000	50-60	100%	Operational
3	Vaibhav Shopping Mall	Siripuram	147,000	50-60	100%	Operational

Sl. No.	Name of the mall / project	Location	Total built-up area (sq ft)	Lease rentals (INR / sq ft./ month)	Absorption	Project status
4	MVR Mall	Sampath Vinayak Temple Road	55,000	50-60	100%	Operational
5	Chitralaya Mall	Jagdamba Center	100,000	50-60	100%	Operational
6	CMR Central	Judge Court	72,000	50-60	100%	Operational
7	Big Bazar	Station Road	70,000	50-60	100%	Operational

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

Visakhapatnam retail market is an emerging market and is graduating towards becoming one of the preferred locations of every brand. The major demand for retail is being observed from the following sector:

- Emerging IT/ITeS sector
- Existing industrial base including the Vizag Steel Plant, Pharma SEZ etc.
- Eastern Naval Base
- Cost Effective real estate space
- Cosmopolitan nature of the city.

Tenants / occupiers are now favoring more on 'revenue-sharing' model as against the conventional 'fixed-rental' model. In the revenue sharing model, the landlord / developer and tenant agree on a particular rental value as minimum guarantee and the balance payments are based on revenues generated to the tenants, so that the landlord gets paid with fixed rental or revenue share, whichever is higher.

Rents and capital values are expected to increase nominally in the short to medium term. Prime retail micro-markets (CBD and SBD) are expected to maintain low vacancy levels with moderate additions to existing stock in the short term whereas suburban locations could see more supply of retail spaces.

Value and convenience retail stores are predicted to thrive in Visakhapatnam for the time being, driving demand among retailers in this segment.

### 5.3. Commercial market of Visakhapatnam

Traditionally Visakhapatnam had commercial and retail activity concentrated around the old post office area near to Jagadamba Junction area. As the city started growing, Jagadamba Junction gradually gained prominence with maximum commercial activity concentration here.

CBD area primarily drives the commercial/ retail real estate market. Due to its strategic location and good accessibility from all directions, these are the most sought after destinations. Now all the newer economy business establishments like the private Banks, private Insurance firms and some of the branded retail outlets have started to operate in the CBD. Some of the reputed establishments in these locations are HSBC, ICICI, Centurion bank and Birla Sun life Insurance.

SBD comprises of RTC Complex, TSR Complex, Dondaparthi and Siripuram junctions. With scarcity of land in CBD areas, these areas have gained prominence in the recent past and formed the SBD of Visakhapatnam.

Peripheral Business District consists primarily of Rushikonda and Madhurawada etc. Major projects are being planned in peripheral areas of Madhurawada in north (PBD North) and Parawada in south (PBD South). Strategically, IT sector has been operational in Madhurawada area while most of the industrial projects and upcoming SEZs are in Parawada and Gajuwaka.

**Table 17 Commercial market characteristics of Visakhapatnam**

Sub Market	Major Locations	Market characteristics	Rent (INR / sq ft / month)
CBD	Poorna Market, Jagdamba Center, Daba Gardens, etc.	Mostly banks, insurance companies and Government offices. More of a retail area than commercial area.	45 – 50
SBD	Siripuram, Waltier, Dwarka Nagar, MVP Colony etc.	Mostly banks and Government offices. More of a retail area than commercial area.	35 – 45
PBD	<b>North</b> - Rushikonda, Madhurawada, Yendada	North – Grade A offices of many IT & ITeS companies.	28 - 35

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

Most of the office spaces in CBD area are of Grade B and Grade C quality. With IT and BPOs targeting Visakhapatnam, the demand of Grade A quality office space is increasing consistently. There has been a short fall in supply of adequate space in the CBD owing to the lack of availability of land parcels.

During last few years SBD areas remained active primarily due to the availability of land parcels in these areas. Currently SBD also lacks sizable land parcel for development.

The peripheral areas of Madhurawada has been triggered off with IT/ITeS SEZs in Hill 1,2 and 3. Other peripheral areas are still relatively inactive as most of the IT development and industrial projects are gradually becoming operational.

The total existing supply of commercial real estate space including CBD, SBD and PBDs is approximately 1.6 million sq.ft with an average absorption rate of nearly 94 percent.

HSBC is one of the early bird companies to build a huge call centre facility in Visakhapatnam. The city has witnessed participation from many IT / ITeS companies who started their operations in Madhurawada SEZ. Some of these include I-Labs, Mahathi Software, Visualsoft, IBM, Symbiosis Technologies, Miracle Software, Softpro Systems, E-Centric Colour Chips etc.

**Table 18 List of existing IT / ITeS companies in Visakhapatnam**

SI No	Name of the company	Location	Plot No	Extent in acres	Built Up area in sq ft	Status
1	Symbiosis Technologies	Hill No 2	1	2	100,500	Operational
2	Color Chips Entertainment and Media Ltd	Hill No 2	3,4, & 5	3	100,000	Operational
3	SoftSol India Ltd	Hill No 2	6	1	78,500	Operational
4	Sankhya Technologies Ltd	Hill No 2	10 & 11	2	40,000	Operational
5	Mahathi Software Pvt., Ltd	Hill No 2	12&13	2	90,000	Operational
6	Navayuga Infotech Pvt., Ltd	Hill No 2	14, 15 & 16	3	100,000	Operational
7	Softpro Systems Ltd	Hill No 2	17	1	95,000	Operational
8	NuNet Technologies Pvt., Ltd	Hill No 2	18, 19 & 20	3	98,000	Operational
9	A C N Infotech	Hill No 2	21 & 22	2	30,000	Operational
10	M/s Novitas Infotech	Hill No 2	7	1	-	Planning Stage

SI No	Name of the company	Location	Plot No	Extent in acres	Built Up area in sq ft	Status
11	M/s Clove Technologies Pvt. Ltd	Hill No 2	9	1.35	-	Planning Stage
12	M/s CES Private Ltd	Hill No 2	8	1	-	Planning Stage
13	M/s Mytech Software Pvt Ltd	Hill No 2	20A	1.3	-	Planning Stage
14	IBM	Hill No 3	1	25	144,000	Operational
15	E-centric Pvt Ltd	Hill No 3	2	5	30,000	Operational
16	IIC Technologies Pvt., Ltd	Hill No 3	3	2	60,000	Operational
17	WIPRO Limited	Hill No 3	4 to 8	9.65	-	Planning Stage
18	M/s Vensoft India Pvt Ltd	Hill No 3	9	1	-	Planning Stage
19	IIC Systems Pvt., Ltd	Hill No 3	11	2	-	Planning Stage
20	Infotech Enterprises Ltd	Hill No 3	14	5	75,000	Operational
21	Worldtech Software Solutions Pvt Ltd	Hill No 3	10	1	-	Planning Stage
22	Vasantscribes Ltd	Hill No 3	13	1	-	Planning Stage
23	Metaminds Software Solutions Ltd	Hill No 3	17	2	-	Planning Stage
24	3K Technologies Ltd	Hill No 3	15 & 16	4	-	Planning Stage
25	Sify Limited	Hill No 3	12	1	-	Planning Stage
26	PreciStat IT Solutions Pvt	Hill No 3	18	2	-	Planning Stage
27	Xenosoft Pvt Ltd	Hill No 3	19	2	-	Planning Stage
					<b>1,041,000</b>	

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

It is projected that IT / ITeS companies will be the major demand driver of commercial space in Visakhapatnam. The other factors which will further contribute to the demand are as follows:

- Availability of better infrastructure
- Availability of skilled human resources
- Cost effective real estate space
- Pro-active Government support and
- Government vision to promote IT/ITeS, Social Mobile Animation and Cloud services (SMAC), Internet of Things (IoT) etc.

Rental and capital values in the CBD, SBD are expected to increase moderately in the short to medium term. Vacancy levels in these areas will be in the similar low levels. Rental and capital values in the PBD of Madhurawada is expected to improve at a slower pace. However, vacancy levels in the PBD Madhurawada area is expected to decline from the present level in short to medium term.

#### 5.4. Hospitalitysector trends

Visakhapatnam has the potential to emerge as one of the largest hospitality markets in the state of Andhra Pradesh, driven by the growth of the IT/ITeS, and financial services' sectors. Apart from business travel to India and Visakhapatnam, the leisure travel is also expected to increase, because of the tourism importance of the city.

Hotels across Visakhapatnam are now adopting an integrated dynamic pricing model for their commercial clients as opposed to the traditional fixed-rate allotment model. They have also aligned the process of commercial rate contracts to fill periods of low occupancy, and quickly displace this demand when higher-rated non-contracted business offers better potential.

According to our market research, Visakhapatnam has an inventory of 1,489 rooms in the premium segment across 14 hotels in various star categories. Despite all the interest generated by mid-market and budget hotel development, around 51% keys are under 5 star category, 33% keys are under 4 star and only 16% keys are under 3 star category.

**Table 19 Snapshot of supply scenario of hospitality sector in Visakhapatnam**

Particulars	Description	Remarks
No. of Hotels	14	Includes all 3-Star & above category hotels
Total Number of Keys	1,644	Includes all 3-Star & above category hotels
Keys under 5 Star Category	764	Mostly preferred by business visitors
Keys under 4 Star Category	492	Mostly preferred by business visitors



Particulars	Description	Remarks
Keys under 3 Star Category	388	Preferred by leisure and tourists

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

Following table presents the inventory of hotels in Visakhapatnam.

**Table 20 List of hotels in Visakhapatnam**

SI no	Name of the Hotel	Location	Typology	No of Keys	ADR
1	Novotel Vishakhapatnam Varun Beach	Beach Road	5 star	235	8,004
2	The Park Visakhapatnam	Beach Road	5 star	69	6,032
3	Four Points by Sheraton Visakhapatnam	Waltier Main Road	5 star	124	5,200
4	The Gateway Hotel Beach Road	Beach Road	5 star	232	5,725
5	Welcome Hotel Grand Bay	Beach Road	5 star	104	5,355
6	Green Park - Visakhapatnam	Waltier Main Road	4 star	110	4,335
7	Hotel Dasapalla	Jagdamba Junction	4 star	125	4,371
8	Hotel Dolphin	Daba Gardens	4 star	145	4,315
9	Fortune Inn Sree Kanya	Dwarka Nagar	4 star	68	4,235
10	Palm Beach Resort	Beach Road	4 star	44	4,875
11	Ritz Comfort	Ram Nagar	3 star	51	2,275
12	Ginger Vishakhapatnam	Daba Gardens	3 star	72	3,000
13	Dasapalla Executive Court	Jagadamba Junction	3 star	46	3,000
14	Best Western Hotel	Gajuwaka	3 star	64	3,600
15	Keys	Jagadamba	3 star	107	

SI no	Name of the Hotel	Location	Typology	No of Keys	ADR
		Junction			
16	Rockdale Clarks Inn	Jagadamba Junction	3 star	48	
			<b>Total</b>	<b>1,644</b>	

Source: Real Estate Market Research & Analysis; Jones Lang LaSalle Property Consultants (India) Private Limited; 2016

Average Daily Room Rent (ADR) remained almost stable over last 3-4 years. It ranges between INR 5,200 to INR 8,000. However, ADRs for 4 star category is in between INR 4,000 to INR 4,800 and INR 2,500 to INR 3,800 for 3 star hotels.





# PROJECT GUIDELINES

## 6

### 6.1. Indicative list of amenities at redeveloped station

- Redevelopment of station building to provide an iconic structure with modern state-of-the-art facilities
- Congestion free non-conflicting entry/ exit to the station premises
- Segregation of arrival/departure of passengers - No conflict between incoming and outgoing passengers
- Adequate concourse without overcrowding - generally above the platforms/ lines
- All essential facilities at concourse - catering, small retail, wash rooms, cloak rooms, drinking water, ATM, pharmacy, internet, etc.
- Integration with other modes of public/ private transport systems e.g. bus, metro, etc.
- Integrating both sides of the city, i.e. entry/ exit on both sides of the station wherever site conditions permits
- No parcel movement across the length of platforms
- User friendly international signage understandable by all sections of passengers
- Additional facilities like retail, shopping, hospitality, food courts etc.
- Medical facilities
- Well illuminated circulating area and sufficient provision for drop off, pick up and parking
- Green buildings, with optimum use of natural ventilation and lighting
- While designing the station, future expansion of platforms/ lines etc. to be provided for
- Provisions for passenger integration with present/planned/future metro railways, Bus Rapid Transit systems or other modes of mass transportation

### 6.2. Existing vendor/ licensee contracts

Statement showing the existing vendors/ licenses operating catering units, book stalls, chemist stall, misc. stall and executive lounge at Visakhapatnam Railway station.

Sl. No.	Station & Category	Licensee	Type of Stall	GMU / SMU (SC/ST/O BC etc)	Location	Annual License fee	Agreement Period		Renewal, if any
							From	To	
1	VSKP (A1)	Sri. M. V. Appa Rao	Chemist Stall		PF.No.1	171223	01.01.16	31.12.20	
2	VSKP (A1)	Sri. M. V. Appa Rao	Miscellaneous		PF.No.1	156487	01.05.15	30.04.18	
3	VSKP (A1)	M/s. Visakha Dairy	Milk Stall		PF.No.1	225841	21.07.15	20.07.18	
4	VSKP (A1)	M/a Maa Kali & Co	Juice Stall		PFNo.1	2475240	21.01.16	20.01.21	

Sl. No.	Station & Category	Licensee	Type of Stall	GMU / SMU (SC/ST/O BC etc)	Location	Annual License fee	Agreement Period		Renewal, if any
							From	To	
5	VSKP (A1)	Sri. S. Prasada Rao	Catering Stall	SMU (SC)	PF.No.1	549836	21.02.16	20.02.21	
6	VSKP (A1)	M/s. Visakha Dairy	Milk Stall		PF No.2 & 3	95481	23.11.15	22.11.18	
7	VSKP (A1)	M/s. Visakha Dairy	Milk Stall		PF No.4 & 5	84317	23.11.15	22.11.18	
8	VSKP (A1)	M/a Maa Kali & Co	Juice Stall		PF No.2 & 3	2375240	21.01.16	20.01.21	
9	VSKP (A1)	M/s. Visakha Dairy	Milk Stall		PF No.8	82927	04.06.14	03.06.17	
10	VSKP (A1)	Sri B.M. Singh	Catering Stall		PF No.1	1851000	20.09.13	19.09.18	
11	VSKP (A1)	M/s Mahadev Sales Agencies	Catering Stall		PF No. 2 & 3	3470786	10.10.13	09.10.18	
12	VSKP (A1)	M/s Mahadev Sales Agencies	Catering Stall		PF No. 4 & 5	1993786	10.10.13	09.10.18	
13	VSKP (A1)	Sri P.K. Shefi	Catering Stall		PF No.4 & 5	1314000	12.12.13	11.12.18	
14	VSKP (A1)	Sri P.K. Shefi	Juice Stall		PF No.4 & 5	912500	12.12.13	11.12.18	
15	VSKP (A1)	Sree Venkateswara Enterprises	Catering Stall		PF No.8	544500	21.03.14	20.03.19	
16	VSKP (A1)	Sri B.M. Singh	Catering Stall		PF No.6&7	911000	10.05.14	09.05.19	
17	VSKP (A1)	M/s Jai Bajrangbali & Co.	Catering Stall		PF No.6&7	821000	12.05.14	11.05.19	
18	VSKP (A1)	M/s Jai Bajrangbali & Co.	Catering Stall		PF No.6&7	851000	14.05.14	13.05.19	
19	VSKP (A1)	M/s International & Co.	Juice Stall		PF No.6&7	451000	31.07.14	30.07.19	
20	VSKP (A1)	M/s International & Co.	Catering Stall		PF No.6&7	851000	31.07.14	30.07.19	
21	VSKP (A1)	Smt Nikhat Banu	Juice Stall	SMU (PH)	PF No.8	319000	21.02.15	20.02.20	
22	VSKP (A1)	Ramji Tiwari & Usha Devi	Catering Stall		PF No.8	2125000	25.10.15	24.10.20	
23	VSKP (A1)	Sri B.M. Singh	Miscellaneous		PF.No.1	1710390	15.05.16	14.05.21	

Sl. No.	Station & Category	Licensee	Type of Stall	GMU / SMU (SC/ST/O BC etc)	Location	Annual License fee	Agreement Period		Renewal, if any
							From	To	
24	VSKP (A1)	M/s Mahadev Sales Agencies	Jan Ahaar		PF.No.1	8577557	04.08.16	03.08.21	
25	VSKP (A1)	M/s Travel Food Services	Rail Dhaba/Food Plaza		PF. No.1	12200000	28.03.16	28.04.25	IRCTC
26	VSKP (A1)	M/s Travel Food Services	Executive Lounge		PF-1 (1 <sup>st</sup> Floor)	2702786	14.12.16	13.12.25	IRCTC
27	VSKP (A1)	M/s A. H. Wheeler	Book Stall		Concourse	-			Revision of license fee from 5% to 12% has been advised.
28	VSKP (A1)	M/s A. H. Wheeler	Book Stall		PF. No.1	-			
29	VSKP (A1)	M/s A. H. Wheeler	Book Stall		PF. No.2/3	-			
30	VSKP (A1)	M/s R.K. Mission	Book Stall		PF. No.8	5000	02.09.2016	01.09.2021	
31	VSKP (A1)	M/s R.K. Mission	Book Stall		PF. No.1	5000	Continuing from SER period fresh agreement to be executed.		
32	VSKP (A1)	M/s Sarvodaya Book stall	Book Stall		PF No:1	5000			
<b>Total</b>						<b>47837897</b>	<b>(Approx.)</b>		

### Details of earnings from commercial publicity

S. No.	Name of Agency / Licensee	Purpose	Area	Agreement Period		Annual Revenue	Remarks
				From	To		
1	Prakash Arts	Unipoles Adv rights	9600 Sft	16.03.14	15.03.19	4104840	
2	Prakash Arts	Bulk Advertisement rights	26921 Sft.	01.03.12	28.02.17	9317000	
3	M/s Vyoma Technology	DDIS		24.01.15	23.01.20	61500	
4	M/s V.Enterprises	LED TV	01 No	28.02.16	27.02.21	709039	
5	Smart Ads	Digital Dust Bins	25 Nos.	05.08.16	04.02.17	207900	

S. No.	Name of Agency / Licensee	Purpose	Area	Agreement Period		Annual Revenue	Remarks
				From	To		
6	PF Announcement system	PF Announcement system		25.01.16	24.01.17	90000	
7	Srikar Ads	CCTV (25 Nos.)	25 Nos.	25.04.15	24.04.18	1382700	
8	SFS School	Show case – Marry Matha	01 No	15.12.15	14.12.16	23082	
9	Annavaram Devastanam	Show Case	01 No	04.03.16	03.03.17	7499	
10	Simhachalam Devastanam	Show Case	01 No	30.06.16	31.03.17	9075	
<b>Total</b>						<b>15912635</b>	

#### Details of earnings from pay and use toilets

S.No.	Name of Agency / Licensee	Location	Agreement Period		Annual Revenue	Remarks
			From	To		
1	Sri C.Somasekhar, Engineers & Contractors	Sleeper class Waiting Halls on PF No.-1	08.09.16	07.09.21	1373780	
2	Sri Saraj Kumar, Lotus International, Hyderabad	General class Waiting hall on PF No.-1	12.02.12	11.02.17	222302	
3	Sri Dharmaraj Behera, SDB Solutions, Khruda	South end of PF No.-1	01.07.16	30.06.21	855925	
4	Sri K.Vinay Kumar, M/s Vijay foundation, Nizamabad	South end of PF No.-8	10.05.15	09.05.20	164000	
<b>Total</b>					<b>2616007</b>	

### Details of earnings from parking

S.No.	Name of Agency / Licensee	Purpose	Area in Sqm	Agreement Period		Annual Revenue	Remarks
				From	To		
1	Sri Mahalakshmi Naidu	2 Wheeler parking	5673.5	30.12.14	29.12.17	5001033	
2	Sri Mahalakshmi Naidu	Premier car parking	598	01.11.16	31.10.19	124233	
3	Sri C.Somashekhar	4 wheeler Seg-II	1798	31.10.16	30.10.19	1798333	
4	Sri M.A.Satyanarayana	PRS (NRC)	1905.5	05.10.15	04.10.18	411333	
5	Sri K.Eswara Rao	CSC GNPM	2884	19.01.14	18.01.17	1404108	
6	Sri Mahalakshmi Naidu	Premier car parking GNPM	1087	16.08.15	15.08.18	648333	
<b>Total</b>			<b>13946</b>			<b>9387373</b>	

### Cloak room contract

Sl. No.	Station	Name of the party	Value	Period of Contract	
1	VSKP RS	Sri C.Somashekhar	60,00,000/-	23.09.15	22.09.18
				3 Years	

### ATM contract

Sl. No.	Bank	Station	Period of Contract		License Fee (increase by 5% every year)
			From	To	
1	Indian Overseas Bank	VSKP	30.05.13	29.05.18	Rs. 4,55,139/-
				5 Years	
2	Indian Bank	VSKP	17.01.13	16.01.18	Rs. 4,55,141/-

Sl. No.	Bank	Station	Period of Contract		License Fee (increase by 5% every year)
			From	To	
			5 Years		
3	State Bank of India	VSKP	01.12.11	30.11.16	Rs. 3,79,238/-
			5 Years		
			Total		Rs. 12,89,518/-

#### Visakhapatnam station earning contracts – 56

S. No.	Status of Tenders/ Contracts – Commercial Department- Waltair Division	
Earning Contracts		
1	Catering	32
2	Commercial publicity	10
3	Pay & use toilets	04
4	Parking	06
5	Cloak room	01
6	ATM	03
	Total	56

#### 6.3. In-principle approvals by Railways (from concerned State Government)

Permission from Greater Visakhapatnam Municipal Corporation has been asked for commercial exploitation on Railway land. Reply is awaited.



पूर्व तट रेलवे  
EAST COAST RAILWAY

V.P.Srivastava  
CHIEF ENGINEER/PLANNING



Office of the  
Principal Chief Engineer  
Rail Sadan, North Block,  
Chandrasekharpur,  
Bhubaneswar-17

No. W1/221/CGE/Stn-Red/Pt-V/ 10771

Date: 4<sup>TH</sup> Jan' 2017

To  
The commissioner  
Greater Visakhapatnam Municipal Corporation,  
Visakhapatnam.

Sir,

Sub: Request for issue of in principle approval for station Re-Devolvement of  
Visakhapatnam Railway station..

Ref: Rly. Board Letter No; 2011/LMB/22/1/39/Pt. II (Vol-II) Dt. 03.11.2016.

It has been announced in the Rail Budget 2015-16 to offer stations (initially A1 and A category stations) for redevelopment on as is where is basis, by inviting open bids from interested parties with their designs and business ideas, duly providing for amenities and other requirements of Railways. The entire cost of station redevelopment is to be met by leveraging commercial development of land and air spaces in and around the station. Accordingly, Union Cabinet has approved Railway's proposal for redevelopment of A1 and A category stations all over India. Redevelopment of Visakhapatnam station is included in this scheme.

Two plots of Area 15400 Sq.m. and 3600 Sq.m. in survey no.302, Block no.15 of Allipur ward located on Gnanapuram side of Visakhapatnam Railway station are proposed for commercial development in the scheme

In view of above, it is requested to extend your co-operation and accord "In Principle Approval" for the scheme of the project including commercial development of Railway plots as mentioned above.

ENC: S.No.302 Drq.

Yours sincerely,

(V.P.Srivastava)

Copy to : 1. DRM/WAT for information  
2. Vice Chairman, VUDA, Visakhapatnam for information and necessary action please.

Received One Closed Cover  
Contents Unknown  
Despatching Clerk  
Greater Visakhapatnam  
Municipal Corporation  
Visakhapatnam - 2  
5-1-17

#### 6.4. Guidelines of Commercial Directorate

Following guidelines of Commercial Circulars(available on the website indianrailways.gov.in) will be applicable to the extent relevant-

- Commercial Circular No. 35/2010 circulated vide letter No. 2009/TG-III/600/25 dated 21.07.2010 on Catering policy.
- Commercial Circular No. 29/2014 circulated vide letter No. 2012/TGIV/11/40 dated 01.07.2014 on Commercial Publicity contract and its clarification vide letter of even no. dated 28.07.2014 & 14.08.2014.
- Commercial Circular No.34 circulated vide letter No. 2004/TGIV/39/17/Rates dated 05.10.2004 on Commercial Publicity

- d) Railway Board letter no. 2004/TG-III/604/4 dated 19.04.2005 and 15.09.2005 regarding Allotment of Milk Stall/Parlour licences at Railway Station.
- e) Commercial Circular No. 88/2006 circulated vide letter No. 2000/TG-III/464/18/Policy dated 18.10.2006 regarding Allotment of Book Stalls to philanthropic and social organizations.
- f) Commercial Circular No. 67/2008 circulated vide letter No. 2008/TGIII/463/1 dated 02.12.2008 regarding Chemist Stalls-Policy Guidelines for award of Medical Facilities at Important Stations.
- g) Commercial Circular No. 4/2009 circulated vide letter No. 2008/TG-III/462/03 dated 22.01.2009 regarding Eligibility criteria for allotment of Book Stalls at the railway stations to philanthropic and social organizations – clarification thereof.
- h) Commercial Circular No. 69/2012 circulated vide letter No. 2006/TG-III/461/3 dated 02.11.2012 regarding Modification in Misc. Article Stall Policy No. 2006/TG-III/461/3 dated 17.12.2007.
- i) Commercial Circular No. 78/2012 circulated vide letter No. 2012/TG.III/631/9 dated 21.12.2012 regarding Catering-Revised Tariff for Tea/Coffee, Breakfast and standard meals.

## 6.5. Cost of obtaining block/ liquidated damages

The charges for power block and traffic block will be calculated on the basis of S.E. Railway letter no. FB/X-EST/38/1673 dated 10.09.1999 (copy enclosed). The amount payable by private parties for one hour traffic and power block on single line is Rs. 9,35,301 during 2016-17. 10% enhancement per annum will be done on composite basis while calculating charges for the subsequent years as per circular.

SOUTH EASTERN RAILWAY

No. FB/X-EST/CEE/38/ 1673      Dated: 10-9-1999.

To  
The Dy. C. E. E. (HQ),  
South Eastern Railway,  
Garden Reach.

Sub: Revised charges for power block/traffic  
block for outside party.

Ref: Dy. CEE/HQ's note dated 17.3.99.

The revised charges of Rs. 1,85,044 per hour for power  
block/traffic block for out side party as submitted by  
you is vetted subject to following conditions.

The stipulations already made vide Para I & II of this  
office letter No. FB/X-18/Traction/Pt. II/1009 dated 7.7.87  
should be strictly observed.

It is also pointed out that the amount of P.B. charges  
as vetted by this office is provisional. This may be enhanced  
giving weightage with increase of DA i.e. 10% weightage for  
DA per annum for the loss on account of payment to Drivers  
etc. and wastage of the staff's effective duty hours for  
pushing vehicle and goods train viz. in the Column of  
A(iii) +B(iii) and also increase of implementation of revised  
pay scale of the staff involved.

Revision should also be made SEB wise Division-wise  
or section-wise in the same division.

This issue with the approval of Dy. FA&CAG (F&B).

*for Dy. C. E. E. (HQ)*  
*for Dy. C. E. E. (HQ)*  
*for Dy. C. E. E. (HQ)*

*[Signature]*  
A. P. A. X  
Financial Adviser



## 6.6. Excluded activities from scope of work

Activities such as RRI Building and PRS Building etc. are beyond the scope of the development.

## 6.7. Term of Development Agreement

Kindly refer to the Development Agreement for detailed term.

## 6.8. Term of Station Facility Management Agreement

Kindly refer to the Station Facility Management Agreement which forms a part of the Development Agreement.

## 6.9. Details of existing net earnings from the station

Sr.No	Item	Annual License Fee (Rs)
1	Catering	4,78,37,897/- (Approx.)
2	Commercial Publicity	1,59,12,635/-
3	Pay & Use Toilet Contract	26,16,007/-
4	Parking Contracts	93,87,373/-
5	Cloak Room Contract	60,00,000/-
6	ATM Contract	12,89,518/-
7	From Retiring Room/Dormitory	18,83,530/-
<b>TOTAL (Approx.)</b>		<b>8,49,26,960/-</b>

## 6.10. Mandatory administrative amenities

S.No.	Items	Unit	Value
1	Existing office / admin. Area	Sq.ft	36329
2.	Area mandatory to be in main station building	Sq.ft	68900
3.	Total office building area required	Sq.ft	44000

Some of mandatory administrative amenities to be provided are mentioned below:

Sl. No.	Name of the Office
1	Station Director (GAZ) Chamber
2	Station Director (GAZ) Office
3	Dy.SS Room
4	SMR(NG) & SMR (Comml.)
5	VIP Lounge
6	Chief Train Clerk
7	TTE's Lobby Room
8	Current Reservation & Enquiry office
9	General Booking Office
10	Inspector RPF
11	DSP Office-GRP
12	Inspector GRP
13	Electrical Switch Room
14	Sub-Inspector GRP
15	SSE(W)/Station (West)
16	SSE/TRD
17	Health Inspector
18	Crew Booking Lobby
19	SSE(C&W)/Coaching
20	HTXR (C&W)
21	Train Examiner (Elect.)
22	S&T Wireless Room
23	CC TV (RPF room)
24	SSE(C&W)/ OBHS
25	SSE(C&W)/Pest & Rodent control
26	TTE's Box Room
27	JE(Tele)/Station

Sl. No.	Name of the Office
28	DCTS (Commercial)
29	CTS (Lines)
30	CTS (HQ)
31	TIA's (Commercial)
32	Electrical Switch Room
33	Catering office/Store
34	Raja Bhasha Office
35	Commercial Store
36	IRCTC Office
37	Rail Tel Office
38	MCO Office
39	Book Stall
40	AP Tourism Information Counter
41	ATM etc.

#### 6.11. Station specific information

- Development of Railway Station building should provide an iconic structure with modern state of art facilities commensurate with tradition and architecture of the region.
- For **Mechanized Cleaning and Watering of Coaches** under CTS during halt at Visakhapatnam station including platform returned trains agency has been fixed by Mechanical Department at a cost of Rs.4,95,55,775.70 for a period of 02 years w.e.f. 01.11.2016.
- **Integrated Cleanliness Contract of Visakhapatnam Station:**
  - For Integrated Cleanliness Contract of Visakhapatnam Station, Man Power required for cleaning activities, Machinery, Consumables, Tools, Plumbing and Rag picking including Garbage Disposal & Rodent Control, agency has been fixed for a period of 03 years by Medical Department at an annual cost of Rs.4,43,15,661.25.

