

## **Request for Proposal (RFP)**

For

**Mixed Use Development on land parcel on leasehold rights basis at  
Bijwasan Railway Station for the purpose of station redevelopment –  
MU8 (1.8 ha)**

(RFP No: IRSDC/HQ/RFP/2021/14/Bijwasan)



Indian Railway Stations Development Corporation  
(IRSDC)

Office of the Managing Director & Chief Executive Officer  
**Indian Railway Stations Development Corporation Ltd.,**  
7th Floor, Tower -1, Konnectus Tower  
Bhavbhuti Marg, New Delhi 110002  
CIN : U45204DL2012GOI234292, GSTIN : 07AADC10056Q1ZC

**April, 2021**

## GLOSSARY

<b>ACI</b>	As defined in Clause 5.3
<b>AIF</b>	As defined in Clause 5.3 (i)
<b>Associate</b>	As defined in Clause 5.4
<b>Authority</b>	As defined in Clause 1.1
<b>Bidder(s)</b>	As defined in Clause 1.5
<b>Bid</b>	As defined in the Disclaimer
<b>Bid Documents</b>	As defined in Clause 2
<b>Bid Due Date</b>	As defined in Clause 2.3
<b>Conflict of Interest</b>	As defined in Clause 3.8
<b>Consortium</b>	As defined in Clause 3.8
<b>Control</b>	As defined in Clause 5.4
<b>Coercive Practice</b>	As defined in Clause 19.3 (c)
<b>Corrupt Practice</b>	As defined in Clause 19.3 (a)
<b>Financial Capacity</b>	As defined in Clause 5
<b>Fraudulent Practice</b>	As defined in Clause 19.3(b)
<b>IRSDC</b>	As defined in Clause 1.1
<b>Jt. Bidding Agreement</b>	As defined in Clause 3.11
<b>Lease Premium</b>	As defined in Bid form 6
<b>LOA</b>	Letter of Award
<b>Member</b>	Member of a Consortium
<b>Net Worth</b>	As defined in Clause 5.6(b)
<b>Preferred Entity</b>	As defined in Clause 4.4
<b>Project</b>	As defined in Clause 1.5
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>Restrictive Practice</b>	As defined in Clause 19.3 (e)
<b>RFP</b>	As defined in Clause 1.1.1
<b>Subject Person</b>	As defined in Clause 3.8 i(a)
<b>Technical Capacity</b>	As defined in Clause 4

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## **DISCLAIMER**

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid for qualification and selection pursuant to this RFP (the “**Bid**”). This RFP 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 Bidder may require. This RFP 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 RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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 RFP.

The issue of this RFP does not imply that the Authority is bound to qualify Bidders for the Bid Stage or to appoint the Selected Bidder or Lessee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## **INSTRUCTIONS TO BIDDERS AND BID FORMS**

## Table of Contents

1. Introduction.....	7
2. Bid Documents .....	9
3. Bid Submission and Opening.....	10
4. Eligibility Criteria .....	17
5. Eligibility of a Consortium.....	18
6. Schedule of Payment.....	19
7. Bid Security Declaration.....	19
8. Construction Period .....	20
9. Responsiveness of Bids.....	20
10. Commitment Security .....	21
11. Execution of Lease Agreement.....	22
12. Minimum Paid-up Share Capital of Special Purpose Company (SPC).....	23
13. Success Fee to Transaction Advisor .....	23
14. Escrow Agreement .....	24
15. Pre-Bid Meeting.....	24
16. Currency Conversion.....	24
17. Confidentiality.....	24
18. Employment / Partnership etc., of retired employees.....	24
19. Fraud and Corrupt Practices .....	25
20. Miscellaneous .....	26
Checklist for Technical Bid.....	28
Checklist for E-Bid for Financial Bid .....	30
Bid Form 1: Covering Letter .....	31
Bid Form 2: Bid Security Declaration.....	40
Bid Form 3: Special Power of Attorney for signing of Bid .....	41
Bid Form 4: Special Power of Attorney in favour of the Lead Member of Consortium.....	43
Bid Form 4A- Joint Bidding Agreement .....	46
Bid Form 5: Statement of Legal Capacity .....	51
Bid Form 6: Indicative Financial Bid for MU-8 .....	53
Bid Form 7: Format of Bank Guarantee Bond .....	58
Bid Form 8: Form of Lease Agreement .....	61
Bid Form 9 : Performance Guarantee .....	64
Bid Form 10: Sample Form of MoA of SPC.....	65
Bid Form 11 .....	70
Bid Form 12 .....	72
SCHEDULE - I .....	73

PART – A SITE DESCRIPTION.....	73
PART – B LAND OWNERSHIP DETAILS.....	74
PART – C SITE INVENTORY.....	75
SCHEDULE – II ASSETS.....	76
SCHEDULE – III PROJECT UTILITIES.....	77
SCHEDULE – IV SCHEDULE OF PAYMENT.....	78
SCHEDULE – V: REDEVELOPMENT WORKS.....	79
SCHEDULE – VI: SPECIFICATIONS OF REDEVELOPMENT WORKS.....	80
SCHEDULE – VII: DRAWINGS.....	81
SCHEDULE – VIII: SITE HANDING OVER SCHEDULE.....	82
SCHEDULE – IX: APPROVALS AND CONSULTATION.....	83

## 1. Introduction

- 1.1. Indian Railway Stations Development Corporation (“**IRSDC**” or “**Authority**”) has been approved by Government of India as the nodal agency for the development/redevelopment of all railway stations across Indian Railway network and the main project development agency. Indian Railway Stations Development Corporation Ltd. (“IRSDC” or “Authority”), a Special Purpose Vehicle under the Ministry of Railways, is promoted by Rail Land Development Authority (RLDA), IRCON and RITES for undertaking redevelopment of railway stations through various formats including monetization of surplus railway land parcels.
- 1.2. Union Cabinet has also given powers for approving its plans under Section 11 of the Railways Act 1989. IRSDC shall consult urban local bodies/other statutory authorities while approving its plans so that the development is harmonious with surrounding development, generally following National Transit Oriented Development (TOD) Policy. No Change in Land Use is required pan India by Railways for developing railway land for commercial use.
- 1.3. Further, Ministry of Finance (Department of Economic Affairs) vide gazette notification dated 17-10-2017 no. 13/1/2017-INF has given infrastructure status to station development including commercial infrastructure.
- 1.4. Ministry of Railways vide letter no. 2011/LMB/22/1/39 dated 27-06-2012, entrusted Bijwasan railway station to RLDA for redevelopment through IRSDC. Further, vide letter no. 2020/SD-2/22/07/1 dated 01.05.2020, MoR entrusted land parcels at and around Bijwasan Railway Station to RLDA for Station Development and Commercial Development . RLDA being a statutory body is mandated for commercial development of identified surplus railway land assigned to it by the Ministry of across all Zonal Railways.
- 1.5. RLDA and IRSDC have entered into an agreement dated 17.07.2014 in terms of which RLDA has granted to IRSDC the rights to undertake the development/ redevelopment Project on entrusted Railway stations/land in and around Railway Stations inter-alia for Bijwasan.  
Accordingly IRSDC, on behalf of RLDA, seeks participation of the entities (hereinafter referred to as “**Bidder(s)**” which expression shall, unless repugnant to the context, include the Members of the Consortium, if any) for the development of land parcel at Bijwasan Railway Station including inter alia all works related to, or incidental to, or required to be undertaken upon the project site in accordance with the provisions of the Lease Agreement and Applicable Laws, as required to be undertaken (the “**Project**”), and has decided to carry out the bidding process for selection of the Bidder as the Selected Bidder to whom the Project shall be awarded (“**RFP**”). The Project will be carried out by leveraging the real estate potential of the identified land parcel forming the project site.
- 1.6. The land parcel details are as below: -

S.No.	Description	Details			
i.	Land parcel to be offered	Land parcel	Sub Plot	Land Area (sqm)	Approximate BUA allowed (sqm)
		1	MU8	18000	50,233
ii.	Location	Bijwasan Railway Station			
iii.	City	New Delhi			
iv.	State	Delhi			
v.	Railway Division	Delhi Division			
vi.	Zonal Railway	Northern Railway			

1.7. **Scope of work:**

- 1.7.1. The scope of work will broadly include the development of land parcel at Bijwasan Railway Station and on such site/s identified by the Authority and the operation and maintenance thereof. In terms of the Lease Agreement, the Lessee shall also be entitled to collect and appropriate the revenue generated there from.
- 1.7.2. The Lease Agreement sets forth the detailed terms and conditions for grant of the contract to the Lessee, including the scope of the Lessee 's services and obligations.
- 1.7.3. The leasehold rights on Site are to be given for a period of 99 years as per terms and conditions of bid documents.
- 1.7.4. IRSDC on behalf of RLDA, has invited bids from the interested eligible Bidders through RFP No. IRSDC/HQ/RFP/2021/14/Bijwasan uploaded on CPP Portal.

1.8. **Bid System**

For selection of the Bidder/s for the Project, an online Single Stage Two Step Bidding Process (collectively called **Bidding Process**) shall be carried out, consisting of evaluation of Technical and Financial Eligibility of the Proposals in the first step and evaluation of Financial Proposals of the eligible bidders in the second step. The Bidding shall be done through e-tendering (CPP Portal) mode only. However, documents of Bid Form-1 to 5 & 12 shall be required to be submitted in hard copy within 72 (seventy-two) hours of Bid Due Date (if the last day of 72 hrs happens to be a holiday in IRSDC then the next working day of IRSDC) in IRSDC office.

1.9. **Bid Variable:**

The Lease Premium specified in the Bid Form – 6 shall be the Bid Variable for the selection of the Bidder. All applicable taxes such as GST etc. shall be payable by the Selected Bidder in addition to the amount of the Lease Premium quoted in its Financial Bid. Bidders are free to quote any amount as Lease Premium. However, IRSDC reserves the right not to accept the highest Bid if it is below the expectation of IRSDC. Bidders are required to quote the amount for Lease Premium (excluding all applicable taxes, GST etc.) as provided in the Bid Form-6, as their Financial Bid.

1.10. **Reserve Price:** The reserve price shall be disclosed before Bid Due Date.

1.11. **Bid Validity Period-** The Bid shall be valid for a period of not less than 180 (one hundred eighty) days from the Bid Due Date.

1.12. The relevant land papers of the Site such as land plan, title & revenue records etc. have been made available in Part- IV of the Bid Documents. However, the Bidders may examine these documents available in IRSDC office well before submission of the Bid. IRSDC shall not be held responsible for any delay on account of any shortcoming in the land plan, revenue records, property card and sub-division issues etc. and no demand for any compensation, including but not limited to extension of lease period, or delays in obtaining various approvals by any Govt. authority shall be raised against IRSDC on this account.

1.13. The words “Bank Guarantee” and “Bank Guarantee Bond” wherever appearing in Bid documents, have the same meaning.

1.14. A brief description of the Project may be seen in the Project Information Memorandum of the Project at the IRSDC website <https://www.irsdc.in>.



- 1.15. As mandated under the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division, any Bidder from a country which shares a land border with India (as defined in Bid Form 11 of RFP), will be eligible for submitting Bid for this Project only if it is registered with the Competent Authority (as defined in Bid Form 11 of RFP).

## 2. Bid Documents

- 2.1. The following documents collectively form the Bid Documents: -  
 Part I – Instructions to Bidders and Bid Forms (RFP)  
 Part II – General Conditions of Lease Agreement  
 Part III – Special Conditions of Lease Agreement  
 Part IV – Schedules & Specification  
 Bid documents [Part-I, II, III and IV] can be downloaded from the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>) (“CPP Portal”).

### 2.2. Bid Document Fee

- 2.2.1. The bid document fee for RFP is ₹1,00,000/- (₹ One Lakh only) + GST.

- 2.2.2. The Bid Document Fee once paid shall be non-refundable & non-transferable.

### 2.3. Schedule of e-bidding Process

The important dates for the Bidding Process are as following, subject to changes, if any, which will be advised through addendums/amendments.

Event	Date
Online Pre – Bid Meeting on WebEx; details to be obtained from Mr. Abhimanyu Sharma, Dy. General Manager(Civil), Mobile: +91 95603-08319)	<b>1100 hours on 15<sup>th</sup> April 2021</b>
Last date of receiving queries	<b>16<sup>th</sup> April 2021 upto 1700 hours</b>
Reply to queries, Uploading of Amendments to Bid on website, if any: -	<b>19<sup>th</sup> April 2021</b>
Last Date of Submission of e-Bid (the “ <b>Bid Due Date</b> ”): -	<b>1500 hours on 10<sup>th</sup> May 2021</b>
Last Date for submission of Bid Security Declaration, Bid Document Fee (if not paid online) and other Bid Forms (Bid Forms 1 to 5 & 12 along with supporting documents) to IRSDC after submission of e-Bids.	Within 72 hours of Bid Due Date
Date of opening of e-Bid: -	1530 hours on the Bid Due Date
All Bidders are advised to see Amendments to RFP, if any, before submission of the e-Bids. Bidders have to download the Amendments/Amended Bid Documents from the CPP Portal (URL: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> ) (“ <b>sCPP Portal</b> ”) for submitting the e-bid online. No other mode of bid submission shall be accepted. In case the Bidder does not submit the amended Bid/Amendments, it will be presumed that Bidder has seen the Amendments/Amended Bid and e-Bid shall be evaluated accordingly. The decision of IRSDC shall be Final.	

2.4. **Address for Communication:**

2.4.1. All notices related to this e-Bid including Clarifications/ Amendments/ Addendums to the e-Bid document shall be available on (URL: <https://etenders.gov.in/eprocure/app>) (“CPP Portal”) under “Tenders”.

2.4.2. Interested Bidders may obtain further information from:

A. *For Site related information:*

Ms. Paromita Roy  
Joint General Manager(UD), IRSDC  
Mobile: +91 9711039349  
Email: [paromita.roy@irsdc.in](mailto:paromita.roy@irsdc.in)

B. *For Tender related information:*

Mr. Abhimanyu Sharma  
Dy. General Manager (Civil), IRSDC  
Mobile: +91 95603-08319  
Email: [abhimanyu@irsdc.in](mailto:abhimanyu@irsdc.in)

2.4.3. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**RFP No. IRSDC/HQ/RFP/2021/14/Bijwasan**

**For “Mixed Use Development on land parcel on leasehold rights basis at Bijwasan Railway Station for the purpose of station redevelopment – MU8 (1.8 ha)”**

2.4.4. The address for all communications shall be: -

**The Managing Director and Chief Executive Officer,**  
Indian Railway Stations Development Corporation Ltd. (IRSDC),  
7th Floor, Tower -1, Konnectus Tower  
Bhavbhuti Marg, New Delhi 110002  
Tel.: +91-11-68142400  
Fax: +91-11-68142448  
E-Mail: info@irsdc.in

3. **Bid Submission and Opening**

The Bidders shall submit their e-bids in the following manner: -

3.1. Technical Bid –In Electronic form shall contain the following documents duly filled in:

- (i) Duly filled up and digitally signed ‘Checklist of documents as per format’;
- (ii) Duly digitally signed ‘Instructions to Bidders’;
- (iii) Duly filled up and digitally signed/executed Bid Forms 1 to 5 & 12;
- (iv) Duly signed documents required on Constituents and shareholders to establish that the Bidder does not have a conflict of interest;
- (v) Bid Document Fee;
- (vi) Bid Security Declaration;
- (vii) Declaration form for sharing of Land Border with India in terms of Clause 1.15;
- (viii) General Conditions of Lease Agreement [Part-II];
- (ix) Duly digitally signed Special Conditions of Lease Agreement [Part-III];
- (x) Duly digitally signed Schedules and Specifications [Part-IV];

**Note:** The Bid Document Fee, if not paid online, shall be submitted in physical form along with Bid forms 1 to 5 & 12, whichever is applicable, as per the details given in Clause 1.8.

**Financial Bid** - The Bid will contain the Financial Bid in the Bid Form 6. **This has to be submitted on-line only and no hard copy shall be submitted.**

- 3.2. The Bid should be submitted online in digital format. However, hard copy of Bid Forms 1 to 5 & 12 shall be required to be submitted in IRSDC office as per details, mode and manner mentioned in Clause 1.8. IRSDC shall not be responsible for any postal delays.
- 3.3. The envelope should be addressed to:  
**The Managing Director & Chief Executive Officer**  
Indian Railway Stations Development Corporation Ltd. (IRSDC)  
7th Floor, Tower 1, Konnectus Building, Bhavbhuti Marg, New Delhi-110002, Landmark: - Above Airport Metro Express line, opposite New Delhi Railway Station (Ajmeri Gate Side)
- 3.4. E-Bids shall be submitted online on or before the Bid Due Date and time given in the Schedule of e-Bidding Process.
- 3.5. Technical Bids will be opened at 15:30 hrs on the Bid Opening Date as scheduled in Clause 2.3 of RFP. The Financial Bids of only those Bidders who are found to be eligible as per their Technical Bid shall be opened subsequently after evaluation of Technical Bids. The date of opening of Financial Bids will be decided by IRSDC and communicated to all eligible Bidders either through e-mail or on (URL: <https://etenders.gov.in/e procure/app>) (“CPP Portal”).
- 3.6. Any cuttings and/ or alterations in hard copies of Bid Documents without attestation by authorized signatory are liable to be rejected.
- 3.7. The Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to take action as per clause 7 of RFP, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Lease Agreement or otherwise. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest:  
Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 20% (twenty percent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) is not more than 20% (twenty percent) of the subscribed and paid up equity share capital thereof, in the other Bidder, its Member or Associate, as the case may be.  
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 the Companies Act, 2013.

For the purposes of this Clause 3.8, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- a. 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
- b. subject always to sub-clause (a) 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 that no such shareholding shall be reckoned under this sub-clause b. 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 Bidder is also a constituent of another Bidder; or
- iii. Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder: Provided that, for the purpose of this Clause, the term ‘legal representative’ shall include the holder of a Power of Attorney; or
- v. Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- vi. Such Bidder or any Associate thereof has participated as a consultant to the IRSDC in the preparation of any documents, design or technical specifications of the Project.
- vii. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as Member of a Consortium.
- viii. A Bidder including any Member of Consortium 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 or arbitration award against the Bidder or Member of Consortium, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder or Member of Consortium.
- ix. Any entity (the Bidder, its Member, or Associate was, either by itself or as member of a consortium) which has been barred by the Central Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, or has been declared by IRSDC as non-performer/blacklisted would not be eligible to submit a Bid, either individually or as member of a Consortium.
- x. While selection is open to persons from any country, the following provisions shall apply:
  - a. Where, on the date of the Bid, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or

- b. If at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member; The selection of such Bidder or in the event described in sub clause (b) above, the continued selection of the Bidder shall be subject to approval of IRSDC from national security and public interest perspective. The decision of IRSDC in this behalf shall be final and conclusive and binding on the Bidder.
- The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, IRSDC shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.
- The Bidder shall promptly inform IRSDC of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.
- xi. The Bidder shall be liable for disqualification if any legal, financial or technical adviser of IRSDC in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, 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 RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- xii. The Bidder including any 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 or arbitration award against the Bidder, 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 any public entity for breach by such Bidder, Member or Associate.
- xiii. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit the bid, either individually or as Member of a Consortium.
- xiv. Any entity (the Bidder, its Member, or Associate was, either by itself or as member of a consortium) which has been barred by the Central Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, or has been declared by the Authority as non-performer/blacklisted would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 3.8. Notwithstanding anything contained in Bid Documents, IRSDC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time during the Bidding Process, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IRSDC's action. In the event IRSDC rejects or annuls all the Bids, it may at its discretion invite fresh Bids.
- 3.9. IRSDC reserves the right to reject any Bid and take action as per clause 7 of RFP if:
- I. at any time, a material misrepresentation is made or uncovered, or

- II. the Bidder does not provide, within the time specified by IRSDC, the supplemental information sought by IRSDC for evaluation of the Bid.

### 3.10. Conditions for Consortium

In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- a) Number of Members in a Consortium shall not exceed 4 (Four);
- b) The Bid should contain the information required for each Member of the Consortium;
- c) The Members of the Consortium shall nominate 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 Lessee. The nomination(s) shall be supported by a Power of Attorney, as per the format at Bid Form No. 4, signed by all the other Members of the Consortium;
- d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, and technical obligations;
- e) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Bid Form No 4A (the “**Joint Bidding Agreement**”), for the purpose of making the Bid and submitting the Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
  - i. Convey the intent to incorporate the Lessee with shareholding/ ownership equity commitment(s) in accordance with this RFP Document, which would enter into the Lease Agreement and subsequently perform all the obligations of the Lessee in terms of the Lease 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 RFP Document, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the Lessee and shall further commit that each such Member shall till the payment of the last instalment of Lease Premium including interests thereof whichever is later, hold equity share capital not less than Rupees Five Crores.
  - v. Include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Lessee in relation to the Project until the financial close of the Project is achieved in accordance with the Lease Agreement; and
  - vi. Members of the Consortium undertake that they shall collectively hold at least 50% (fifty per cent) of the subscribed and paid up equity of the Lessee at all times till the payment of the last installment of Lease Premium including interests thereof in accordance with the provisions of the Lease Agreement;

- f) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
  - g) If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Financial Bids have been opened and the highest Bidder gets disqualified / rejected, then IRSDC reserves the right to:
    - i. invite the remaining Bidders to submit Bids or
    - ii. take any such measure as may be deemed fit at its sole discretion of IRSDC, including annulment of the Bidding Process.
- 3.11. In case, it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof, including the Lease rights thereby granted by IRSDC, that
- i. one or more of the eligibility conditions have not been met by the Bidder, or
  - ii. the Bidder has made material misrepresentation, or
  - iii. has given any materially incorrect or false information,
- The Bidder shall be disqualified forthwith if not yet appointed as the Lessee and in case, if the LOA has already been issued to the Bidder or the Lease Agreement has been entered into with the Lessee, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Documents, be liable to be terminated, by a communication in writing by IRSDC to the Bidder or Lessee , as the case may be, without IRSDC being liable in any manner whatsoever to the Bidder or Lessee , as the case may be. In such an event, IRSDC shall take action as per clause 7 of RFP, all payments received as consideration and all other bank guarantees submitted, as the case may be, without prejudice to any other right or remedy that may be available to IRSDC.
- 3.12. IRSDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Documents. Failure of IRSDC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any right of IRSDC hereunder.
- 3.13. Change in the composition of a Consortium is not permitted.
- 3.14. Instruction for online submission of bids
- 3.14.1. Accessing/Purchasing of Bid Documents
- a. Bidder(s) are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) (“CPP Portal”) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
  - b. Upon enrolment, the Bidder(s) will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
  - c. Bidder(s) can download RFP document from CPP Portal. These documents can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the Bidder through SMS / e-mail in case there is any corrigendum issued to the RFP document.
  - d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the RFP document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
  - e. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message and a

- bid summary will be displayed with the RFP No. and the date & time of submission of the bid with all other relevant details.
- f. Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
  - g. **Validity of Bidder's Registration on the CPP Portal of IRSDC.** Bidders may note the following:
    - i. It shall be the sole responsibility of the Bidder(s) to keep the registration valid up to the Bid Due Date.
    - ii. Bids can be submitted only during the validity of their registration.
  - h. IRSDC may issue addendum(s)/ corrigendum(s) related to the RFP documents. In such cases, the addendum(s)/ corrigendum(s) shall be issued and placed on CPP Portal as per the Schedule of e-Bidding Process. The Bidders who have downloaded the Bid Documents from website must re-visit the website/CPP Portal and ensure that such addendum(s)/ corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered Bidders to check the website/CPP Portal for any such corrigendum/addendum before Bid Due Date and ensure that Bid submitted by them is in accordance with all the corrigendum(s)/ addendums.
  - i. Bidders cannot submit the Bid after the Bid Due Date and time. Time being displayed on CPP Portal of IRSDC ("Standard Time") shall be final and binding on the Bidder. E-Bids are required to be submitted by Bidders, only as per the Indian Standard Time (IST) and not the time as per their location/ country. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

#### **A. Modification/Substitution / Withdrawal of Bid:**

- j. In the event of modification/substitution/withdrawal of the Bid, the Bidder may modify, substitute or withdraw the documents of its Bid after submission but prior to the Bid Due Date.
- k. For withdrawal of the documents of the Bid, the Bidder will have to click on withdrawal icon at "(URL: <https://etenders.gov.in/eprocure/app>) (CPP Portal) and can withdraw its Bid. However, it may be noted that once the Bid has been withdrawn, Bidder cannot participate again for the same e-tender. The Bidder may modify or substitute the Bid Documents of the Bid after submission, provided that the Bidder update the old documents submitted in the electronic form from the CPP Portal and also upload the modified or substituted documents.

**Note:** Do not withdraw your e-Bid in case of any modification/substitution of Bid. Withdrawal will not allow further participation / modification / substitution of Bidders.

- l. **The Bidders are advised to submit their e-bids online well before the Bid Due Date. IRSDC shall not be responsible for any delay/ failure in submission of e-bids for any reason whatsoever. No other mode of Bid submission is acceptable and all Bid Documents are to be submitted online.**
- m. The complete Bid shall be signed by the authorized signatory of the Bidder & submitted "online" and Bid Sheets should be filled and submitted "online" only. Scanned copies of various documents can be prepared in different file format (PDF, JPEG). Bidders can upload a single file of size 5 MB only, but they can upload multiple files.
- n. **Submission of e-bids:** The e-bids shall be submitted online containing Technical Bid i.e. Part - I, II, III & IV along with Check List with required documents and Financial Bid.

**Note:** Bidders may please note that the e-bid is to be submitted with digital signature of authorized signatory only. The hard copies of the documents required to be submitted as per the e-



bidding schedule should also be signed by the same very person whose digital signature has been used in the e-bidding process.

**B. Technical Bids:**

- I. The Bid Documents shall be submitted online on or before the Bid Due Date through CPP Portal . Detailed credentials as per the requirement of qualification criteria and as per check list and all RFP documents are to be uploaded online with digital signature on:

**(URL: <https://etenders.gov.in/eprocure/app>) (“CPP Portal”)**

The Bidder cannot submit the Bid after the Bid Due Date and after the time of online submission of Bid specified. Notwithstanding anything to the contrary contained herein or the RFP document, time being displayed on CPP Portal (“Standard Time”) shall be final and binding on the Bidder.

**C. Financial Bids:**

All financial bids/ documents along with check list shall be uploaded online with digital signature of the authorized person only on:

(URL: <https://etenders.gov.in/eprocure/app>) (“CPP Portal”).

**Note:**

- i. In case of offline payments, the scanned copy of Bid document fee, along with documents of **Bid forms 1 to 5 & 12** have to be submitted in original in physical form **within 72 (seventy-two) hours** of Bid Due Date as per clause 2.3 (if the last day of 72 hrs happens to be a holiday in IRSDC then the next working day of IRSDC) in IRSDC office- 7th Floor, Tower -1, Konnectus Tower Bhavbhuti Marg, New Delhi-110002.
- ii. **Rejection of e-Bids:** The Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.
- iii. This RFP is not transferable.
- iv. Validity of the Bidder’s Registration on the e-Procurement Portal of IRSDC.
- v. The Bidders may note the following:
  - a. It shall be the sole responsibility of the Bidder(s) to keep the Registration valid up to the original/extended date of submission of Bid/Bid.
  - b. Bid can be submitted only during the validity of their registration on the e-Procurement portal of IRSDC

**4. Eligibility Criteria**

**4.1. Technical Eligibility**

No Technical Eligibility is required to be met by the Bidder for this RFP.

**4.2. Financial Eligibility**

4.2.1. The Financial Eligibility required to be met by the Bidder is:

- a) The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of **Rs. 10 Crores (Rupees Ten Crores)** at the close of preceding Financial Year.
- b) In case the Bidder is an AIF or Foreign Investment Fund, it should have a minimum ACI at the close preceding Financial Year of **Rs. 10 Crore (Rupees Ten Crore)**.

4.3. In case of consortium, the Lead Member is required to meet the minimum of 50% of the Financial Capacity.

4.4. PSUs/ CPSEs/ SPV of Central Government/ State Government and companies thereof having more than 50% (fifty percent) of its paid up and subscribed shares by the

Government/Government Undertakings (hereinafter referred to as “**Preferred Entity**”) can also participate and are exempted from any Eligibility Criteria as set out herein clause 4.

- 4.5. The Bidders fulfilling the above eligibility criteria (including the Preferred Entity) shall be qualified for opening of financial bid.

## 5. Eligibility of a Consortium

The net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Company (SPC), should satisfy the above conditions of eligibility; provided that each such Member shall, for a period till the payment of the last Installment of Lease Premium including interests thereof, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPC and should also hold equity equal to at Rs. Five Crores.

- 5.1. For the purpose of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. “AIF” shall have the meaning as ascribed to the term ‘alternative investment fund’ under Regulation 2(1)(b) of the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 (as amended); and
  - ii. “Foreign Investment Fund” shall mean any pooled investment vehicle or investment fund which is registered or recognized with a securities market/banking regulator of a ‘foreign jurisdiction’;

and “foreign jurisdiction” means a country, other than India, whose securities market regulator is a signatory to International Organization of Securities Commission’s Multilateral Memorandum of Understanding (IOSCO’s MMOU) (Appendix A signatories) or a signatory to bilateral Memorandum of Understanding with the Securities and Exchange Board of India, and which is not identified in the public statement of Financial Action Task Force as a jurisdiction having a strategic Anti-Money Laundering or Combating the Financing of Terrorism deficiencies to which counter measures apply or a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the Financial Action Task Force to address the deficiencies.

- 5.2. In computing the Financial Capacity of the Bidder under Clauses 4 and 5, the Financial Capacity of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “Control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty 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.
- 5.3. It is clarified that Company Secretary/Statutory Auditor who audits the book of accounts of the Bidder or the Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

5.4. The Bidders shall enclose with its bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the scanned copies of the following:

- a) Deleted
- b) Certificate(s) from its statutory auditors specifying the net worth of the bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth (including detailed breakup of elements considered for calculating the networth) conforms to the provisions of this Clause 5.4 (b). For the purposes of this RFP, the “Net Worth” shall have the meaning given to it under Companies Act 2013, i.e., “the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.”
- c) An AIF or Foreign Investment Fund may also qualify on the basis of minimum investible funds (i.e. immediately available funds for investment and callable capital, net of estimated expenditure for administration and management of the fund) subject to the limits of investment in a single investee entity (in the relevant jurisdiction for a Foreign Investment Fund, or the maximum permissible investment limit for an AIF) (as per the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as may be amended from time to time), as applicable (“ACI”).

In case of an AIF or Foreign Investment Fund using ACI, ACI would be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 3 (three) months prior to the Bid Due Date.

## **6. Schedule of Payment**

6.1. The payment of Lease Premium and Annual Lease Rent is required to be made as per the Schedule of Payment given in Bid Form -6. The payments of Annual Lease Rent shall commence from the date of execution of the Lease Agreement and shall continue to be paid every year in advance at the beginning of each financial year (not later than 10th April) till the expiry of the Term of the Lease Agreement. However, the Annual Lease Rent for the first financial year or part thereof shall be payable in advance at the time of signing of the Lease Agreement.

## **7. Bid Security Declaration**

7.1. The Bidder shall upload and furnish as part of its Bid, a Bid Security Declaration on its letterhead in the format prescribed in Bid Form 2.

7.2. The Authority reserves the right to summarily reject any Bid which is not accompanied by the Bid Security Declaration.

7.3. The Authority shall be entitled to suspend the Bidder from being eligible for bidding for any tender with Authority from the Bid Due Date of this work by invoking the Bid Security Declaration, as the case may be, as Damages inter alia in any of the events specified in Clause 7.4 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage

on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP.

7.4. Without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, the Authority reserves the right to suspend the Bidder from tendering process as the case maybe, under the following conditions if:

- a. Engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
- b. Withdraws or modifies its Bid during the Bid validity period or the extended period;
- c. Imposes any condition within the Bid validity period or the extended period;
- d. Is selected as the successful Bidder and fails within the specified time limit: -
  - I. to acknowledge the receipt of LOA unconditionally; or
  - II. to pay the first installment of Lease Premium; or
  - III. to execute the Lease Agreement as per the draft Lease Agreement enclosed without imposing any condition; or
  - IV. Deleted
  - V. to submit and accept the LoA; or
  - VI. to submit the Commitment Security; or
  - VII. to pay the Success Fee to IRSDC's consultant, if payable as specified in the RFP.  
However, in case of any of the events described above, the Commitment Security shall also stand forfeited as damages without prejudice to any other right or remedy that may be available to IRSDC under the Bid Documents.

## 8. Construction Period

The Lessee shall be required to complete the development of the Project as per the provisions of the Bid Documents.

## 9. Responsiveness of Bids

- 9.1. The Bids shall be evaluated in terms of this RFP. As a first step towards evaluation, IRSDC will determine whether each such Bid is 'responsive' to the requirements of the Bid Documents. A Bid shall be considered 'responsive' only if: -
- I. it is received by the deadline for submission of Bid;
  - II. It contains information complete in all respect as required in the Bid Documents (in the formats specified);
  - III. it is signed, sealed and marked as stipulated;
  - IV. it is accompanied by receipt of Bid Document Fee;
  - V. it is accompanied by the Bid Security Declaration in terms of Clause 7;
  - VI. it is accompanied by the relevant Power(s) of Attorney(ies) and Undertakings as specified in Bid Forms;
  - VII. It is accompanied by Declaration form for sharing of Land Border with India in terms of Clause 1.15;
  - VIII. The document is accompanied by the Checklist as prescribed.
- 9.2. If any of the above criteria is not fulfilled, in any manner whatsoever, the Bid shall be treated as non-responsive. The decision of IRSDC on the responsiveness of the Bid shall be final and conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever. Any Bid which is not responsive shall be rejected.

- 9.3. To facilitate checking the responsiveness and evaluation of Bids, IRSDC may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by IRSDC for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, IRSDC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.
- 9.4. Selection of Bidder
- 9.4.1. The Bidder considered as responsive in terms Clause 9, fulfilling the eligibility criteria as stipulated in this RFP and offering the highest Financial Bid i.e. highest Lease Premium ( Financial Bid) payable to IRSDC, shall be declared as “Highest Bidder”.
- 9.4.2. Right of First Refusal (ROFR) to Preferred Entity:  
Preferred Entity shall be given the ROFR subject to Financial Proposal of the Preferred Entity is not lower than 90% of the financial bid of Highest Bidder. In that case, Preferred Entity thereof will get ROFR to match the Lease Premium quoted by the Highest Bidder. If Preferred Entity matches the bid of the Highest Bidder, then Preferred Entity shall be the Selected Bidder. In the event that more than one Preferred Entity is eligible for the above ROFR, the Preferred Entities will be offered the above ROFR in decreasing order of their financial proposal.
- 9.4.3. If Preferred Entity refuses to match the Financial Bid of the Highest Bidder as explained in clause 9.4.2 above, the Bidder quoting the highest Financial Bid as per the provision stipulated in clause 9.4.1 above, shall be the Highest Bidder and shall subsequently be declared as Selected Bidder for the respective Sub Plot and IRSDC shall issue a letter (the “**Letter of Demand**”) after opening of the Financial Bid requiring submission of Commitment Security by the said Selected Bidder.
- 10. Commitment Security**
- 10.1. Subject to the provisions below, Letter of Acceptance (LOA) shall be issued to the Selected Bidder only after receipt of the Commitment Security.
- 10.2. The Selected Bidder shall deposit Commitment Security of **40% of First Instalment of Lease Premium** in the form of Demand Draft or Banker’s cheques issued by a Nationalized Bank or Scheduled Bank as approved by RBI in India, drawn in favour of the ‘Indian Railway Stations Development Corporation Ltd.’ and payable at Delhi within Fifteen (15) days of issue of Letter of Demand from IRSDC. In case the 15th day happens to be a holiday then the next working day in IRSDC office is deemed to be the 15th day. No interest shall be payable on the Commitment Security.
- 10.3. In the event that two or more Bidders quote the same amount of highest Lease Premium for a subplot (the “**Tie Bidders**”), IRSDC shall ask the Tie Bidders to submit the Commitment Security and on having received the Commitment Security, IRSDC may ask the Tie Bidders to submit their revised Financial Bid with the amount of Lease Premium quoted earlier by the Tie Bidders as the Reserve Price for such Bid. The Bidder among the Tie Bidders, who quotes the highest Lease Premium in the revised Financial Bid, will be declared as the Selected Bidder and the Commitment Security submitted by other Tie

Bidders shall be returned without any interest within seven (7) working days of opening of the revised Financial Bids.

- 10.4. LOA shall be issued, in duplicate, to the Selected Bidder only after receipt of the Commitment Security. The Selected Bidder shall, within 7 (seven) days of receipt of LOA, sign and return the duplicate copy of LOA in acknowledgement thereof. In the event, the duplicate copy of LOA duly signed by Selected Bidder is not received by the stipulated date, IRSDC may, unless it consents to extension of time for submission thereof, forfeit the Commitment Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by IRSDC on account of failure of the Selected Bidder and to acknowledge the LOA, and the next eligible Bidder may be considered.
- 10.5. The Commitment Security of the Selected Bidder shall be adjusted in the payment to be made to IRSDC towards the First Instalment of the Lease Premium. Notwithstanding anything contained in this RFP, in the event the Commitment Security is not provided within the stipulated time, IRSDC at its own discretion shall have the right to take further actions as per terms of Bid Documents.

## 11. Execution of Lease Agreement

After issuance of the LOA, the Selected Bidder, may incorporate a new Special Purpose Company (SPC) under Companies Act, 2013 (as amended from time to time) for the sole purpose of implementation of this Project. IRSDC shall facilitate the execution of lease agreement between the SPC/ Selected Bidder and RLDA, with IRSDC as the confirming party, as contained in the format of Form No- 8 within 45 days of issue of the LOA by IRSDC, after due compliance of pre-requisites at least 15 days prior to the specified period or the extended period, if applicable, (for the execution of the Lease Agreement), failing which the Commitment Security shall be forfeited and the LOA shall be cancelled and action shall be taken as per clause 7. For avoidance of any doubt, the SPC incorporated pursuant hereto shall not engage in any other activity except as expressly permitted under the Lease Agreement.

- 11.1. The following conditions need to be fulfilled by the Selected Bidder before signing of the Lease Agreement:
  - I. Acknowledgement of the LOA issued by IRSDC within 7 (seven) days of its receipt by signing and returning its duplicate copy to IRSDC.
  - II. Payment of first instalment of Lease Premium and submission of BGs (Bank Guarantees) for Subsequent instalments of Lease Premium with interest and applicable GST thereon as per the payment schedule in Bid Form– 12
  - III. Deleted.
  - IV. "Incorporation of a Special Purpose Company (SPC) under the Companies Act, 2013 with a minimum paid up capital as specified in clause 12 of RFP within 45 (Forty-Five) days from the date of issue of the LOA by IRSDC" by the Bidder which is mandatory only in case of Consortium.
  - V. Payment of the full amount of Success Fee by the Selected Bidder, if payable, to IRSDC's consultant for the Project/Site
- 11.2. In case of delay in signing the Lease Agreement either on account of delay in fulfilling the above conditions including incorporation of SPC within the specified time limit or otherwise, IRSDC may extend the period of 45 days specified above. In case of any extension on account of IRSDC, the Term of lease shall be counted from the Effective Date (as defined

in the GCLA). However, if the extension is granted due to any delay on account of the Selected Bidder, the Term of lease will get reduced to the extent of such period of extension.

11.3. Failure to fulfil any of the conditions specified hereinabove shall constitute a breach of the Bid submitted by the Bidder in which action shall be taken as per clause 7 without prejudice to any other rights or remedies that IRSDC may have under the Bid Documents or law. Further, IRSDC shall be free to deal with the Project in any manner it may determine at its sole discretion

11.4. In the event the Selected Bidder refuses to execute the Lease Agreement as hereinabove provided, IRSDC may at its sole discretion, conclude that such Bidder has abandoned the contract and thereupon his bid and acceptance thereof shall be treated as cancelled and IRSDC shall be entitled to take action as per clause 7, as the case may be, as damages for such default. Further, IRSDC shall be free to deal with the Project in any manner it may determine at its sole discretion.

**12. Minimum Paid-up Share Capital of Special Purpose Company (SPC)**

The paid up and subscribed share capital of the new SPC, if created by the Selected Bidder under The Companies Act, 2013 for implementation of the Project at the time of signing of the Lease Agreement with IRSDC should not be less than Rs.10,00,00,000 (Rupees Ten Crore).

**13. Success Fee to Transaction Advisor**

13.1. The Selected Bidder is required to pay the success fee plus GST/any other taxes (as applicable) as specified herein below to Transaction Advisor of IRSDC. However, the Success Fee shall be paid by the Selected Bidder to the Consultant through IRSDC only and not directly to the Consultant.

Default in the payment of Success Fee or part thereof by the Selected Bidder shall entitle IRSDC to take action as per clause 7 and may result in withdrawal of LOA and termination of Contract by IRSDC, at its sole discretion: -

Total Premium i.e. (Lease Premium offered by the Lessee)	Success Fee	
0 – 100	(.75 )% of the Premium amount including GST subject to a maximum of 50 Lakhs	A
101 – 500	INR 50 Lakhs + 0.50% of the onetime premium amount including GST greater than 100 Crore, subject to a maximum of 2.0 Crore	B
>500	INR 2 Crore + 0.25% of the onetime premium amount including GST greater than 500 Crore, subject to a maximum of 4 Crore.	C

The Success Fee will be payable in two instalments, as under:

- a. 25% of the amount of Success Fee including GST within 30 days of issue of Letter of Acceptance by IRSDC to the Selected Bidder, and

- b. 75% of the amount of Success Fee including GST upon signing of the Lease Agreement with the lessee.

The Selected Bidder/Lessee shall pay the Success Fee along with Applicable Taxes to the Transaction Advisor of IRSDC through IRSDC in the form of a demand draft.

#### **14. Escrow Agreement**

- 14.1. Deleted

#### **15. Pre-Bid Meeting**

- 15.1. An online pre-bid meeting through Video Conferencing platform shall be held on scheduled date and time as specified in clause 2.3 of this RFP. Interested bidders are requested to refer to IRSDC website ([www.irsd.in](http://www.irsd.in)) and social media handles of IRSDC (Facebook : [facebook.com/IRSDC](https://www.facebook.com/IRSDC) & Twitter : [twitter/irsdinfo](https://twitter.com/irsdinfo)) for meeting ID and password and other instructions. The meeting ID and password shall be provided on the above one day before the pre-bid meeting.
- 15.2. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

During the course of the pre-bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of IRSDC. IRSDC 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.

#### **16. Currency Conversion**

- 16.1. For conversion of other currencies to Indian Rupees, the rate of conversion shall be as per the Reserve Bank of India reference rate as on the first day of the month preceding the month of opening of Bid (Conversion Date). In case of currencies not indicated under the RBI reference rate, the same shall be converted to US\$ as per IMF reference rate as on the Conversion Date and the amount so derived in US\$ shall be converted into Indian Rupees as per the US\$ RBI reference rate as on the Conversion Date.

#### **17. Confidentiality**

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

#### **18. Employment / Partnership etc., of retired employees**

- 18.1. In case the Bidder proposes to engage or has in its employment retired officials of Government of India and State Government. it should be done and/or be strictly in accordance with guidelines of Department of Personnel and Training on the same



**19. Fraud and Corrupt Practices**

- 19.1. The Bidders 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, IRSDC may reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder 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.
- 19.2. Without prejudice to the rights of IRSDC under Clause 19.1 hereinabove, if a Bidder is found by IRSDC 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 Bidder shall not be eligible to participate in any tender or RFQ/RFP issued by IRSDC during a period of 2 (two) years from the date such Bidder is found by IRSDC 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.
- 19.3. For the purposes of this Clause 19, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of IRSDC 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 Lease Agreement or arising therefrom, 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 IRSDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 3.8 xi, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Lease Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Lease Agreement, who at any time has been or is a legal, financial or technical adviser of IRSDC in relation to any matter concerning the Project;
  - b. “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c. “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - d. “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by IRSDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- e. “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**20. Miscellaneous**

- 20.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 20.2. IRSDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) Consult with any Bidder in order to receive clarification or further information;
  - (c) Qualify or not qualify any Bidder and/ or consult with any Bidder in order to receive clarification or further information;
  - (d) Retain any information and/ or evidence submitted to IRSDC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 20.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases IRSDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives to the fullest extent permitted by applicable laws any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

\*\*\*\*\*

## **BID FORMS**

### Checklist for Technical Bid

**RFP No: IRSDC/HQ/RFP/2021/14/Bijwasan**

Requirement	Complied with (Yes / No)
The bid document is digitally signed by the authorized signatory/representative	
The Bid and all related correspondence and documents in relation to the Bidding Process are in English Language.	
Supporting documents and printed literature furnished with the Bid in any other language are accompanied by translations of all the pertinent passages in English language, duly authenticated and certified by the Bidder.	
I/We have read and made myself/ourselves well conversant with the provisions/information contained in General Conditions of Lease Agreement (Part-II) & Special Conditions of Lease Agreement (Part-III) and we affirm to abide by the same.	

S. No.	Document / enclosure for submission	Submitted (Yes / No / Not Applicable)
1	Bid Document Fee of INR. 1,00,000 (₹ One Lakh only) + GST , to be paid online.	
2	If Bid Document Fee has not been paid online, the same may be submitted in form of Demand draft/ Banker's cheque in favour of "Indian Railway Stations Development Corporation Ltd." payable at New Delhi.	

S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos ( _ to _)	Total No of Pages
3	Scanned copy of RFP [Part-I], General Conditions of Lease Agreement [Part-II], Special Conditions of Lease Agreement [Part-III], Schedules and Specifications [Part-IV] as issued by IRSDC for the Project, digitally signed on each page by the authorized signatory have been uploaded.			
4	Uploading of Scanned copy of Covering Letter <i>as per the prescribed format</i> in Bid Form 1; i) signed by authorized signatory ii) on the letterhead of the Bidder			
5	Uploading of Bid Security Declaration.			
6	Uploading of scanned copy of Power of Attorney (submitted by the Bidder/ Lead Member for signing of Bid) executed on non-judicial stamp paper of INR 100/- and duly			

	notarized as per the prescribed format in Bid Form 3;			
	<i>Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting the authority of the person signing the Power of Attorney has been uploaded</i>	<i>(Yes/No/Not Applicable)</i>		
	<i>Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.</i>	<i>(Yes/No/Not Applicable)</i>		
7	Uploading of scanned copy of Power of Attorney in favour of the Lead Member of Consortium executed on non-judicial stamp paper of INR 100/- and duly notarized as per the prescribed format in Bid Form 4;			
	<i>Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting the authority of the person signing the Power of Attorney has been submitted</i>	<i>(Yes/No/Not Applicable)</i>		
	<i>Power of Attorney executed and issued outside the territory of India is to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.</i>	<i>(Yes/No/Not Applicable)</i>		
8	Uploading of scanned copy of Statement of Legal Capacity as per the format prescribed at Bid Form 5			
	Signed by Authorized Signatory	<i>(Yes/No/Not Applicable)</i>		
	On the letterhead of the Bidder	<i>(Yes/No/Not Applicable)</i>		
	Uploading of scanned Copy of Charter/Registration/Incorporation/Identity proof & PAN in case of Individuals.			
	<i>UNDERTAKING executed and issued outside the territory of India is to be legalised by the Indian Embassy and notarised in the jurisdiction where the undertaking is being issued and then stamped in India as per the applicable State laws.</i>	<i>(Yes/No/Not Applicable)</i>		
9	i) Uploading of scanned copy of Audited Annual Financial Statement of the Bidder for the last 03 years from preceding financial year.			
	ii) Uploading of scanned copy of Certificate of incorporation /registration and respective charter documents of the Bidder.			

**Note:** In case of offline payments, the scanned copy of Bid document fee, along with Bid forms 1 to 5 & 12 have to be submitted as a part of the Bid as detailed out in Clause 1.8.

(Signature/ Digital Signature of the Authorized Signatory)



## Checklist for E-Bid for Financial Bid (FINANCIAL BID)

RFP No: IRSDC/HQ/RFP/2021/14/Bijwasan

S.No.	Document / enclosure for submission	Document Submitted (Yes / No / Not Applicable)	Page No (_ to _)	Total No of Pages
1	Financial Bid of the Bidder/ Lead Member as <i>per the prescribed format</i> in Bid Form 6; <b>to be submitted ONLINE only</b> duly digitally signed by authorized signatory of the Bidder			

**Note:** All financial bid/ documents along with check list to be uploaded online with digital signature on (URL: <https://etenders.gov.in/eprocure/app>) ("CPP Portal")

Digitally Signed

\*\*\*\*\*

## **Bid Form 1: Covering Letter**

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

**RFP No: IRSDC/HQ/RFP/2021/14/Bijwasan**

Dated:

To,

**The Managing Director & Chief Executive Officer,**

Indian Railway Stations Development Corporation Ltd. (IRSDC),

7<sup>th</sup> Floor, Tower – 1, Konnectus Building, Bhavbhuti Marg,

New Delhi - 110002

Email - info@irsdcl.in

**Sub: - Bid for “Mixed Use Development on land parcel on leasehold rights basis at Bijwasan Railway Station for the purpose of station redevelopment- MU8 (1.8 ha) ”**

Dear Sir,

1. With reference to your Bid Document dated ....., I/We ..... (Name of Bidder/Name of the Consortium/ Names of all members of the consortium) hereby undertake that I/We.....(Name of Bidder/Name of the Consortium/Names of all members of the Consortium) have studied the whole Bid Documents Part-I, Part II, Part III and Part IV carefully in addition to all other Bidding Documents, addendums, amendments, etc. and understood their contents, We.....(Name of Bidder/Name of the Consortium/Names of all members of the Consortium) hereby unconditionally agree to abide by all provisions, terms and conditions contained therein and hereby submit our Bid for the aforesaid Project for Site at \_\_\_\_\_.
2. My/Our Bid is unconditional and unqualified.
3. I/We also agree to keep this offer open for acceptance for a period of 180 days from the Bid Due Date.
4. I/We also hereby agree and undertake to abide by all the terms and conditions of the Bid Documents.
5. I/ We acknowledge that the IRSDC will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Lessee for the aforesaid Project and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
6. This statement is made for the express purpose of our selection as Lessee for the aforesaid Project.
7. I/ We shall make available to the IRSDC any additional information it may find necessary or require to supplement or authenticate the Bid.
8. I/ We acknowledge the right of the IRSDC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
9. I/ We certify that in the last three years, I/we/any of the Members of our consortium have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
10. I/We declare that:
  - a. I/We have examined and have no reservations to the Bid Documents, including any addendum issued by IRSDC; and

- b. I/We do not nor our constituents and shareholders have any conflict of interest, in accordance with the terms/clauses of the Bid Documents that affects the bidding process; and
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the IRSDC or any other public-sector enterprise or any Government, Central or State; and
  - d. I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of the Bid Documents, 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
  - e. I/We hereby certify that we are not otherwise debarred from participating in this Bid by any provision of Applicable Laws; and
  - f. The undertakings given by me/us along with the Bid in response to the Bid Documents for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.
11. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
12. I/We declare that I/We/ any Member of the consortium, am/are/ is not a Member of any other Bidder/consortium submitting a Bid for the Project.
13. I/We certify that in regard to matters other than security and integrity of the country, I/We/ our consortium or any Member of our consortium has not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community nor is there any such investigation pending against us.
14. I/We further certify that in regard to matters relating to security and integrity of the country, I/We/ our consortium or any Member of our consortium have/has not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our associates nor is there any such investigation pending against us.
15. I/We further certify that no investigation by a regulatory authority or security agency relating to security and integrity of the country is pending either against us or against our associates or against our Chief Executive Officer (CEO)/ Chief Financial Officer (CFO) or any of our directors/ managers/ employees etc.
16. I/We undertake that in case due to any change in facts or circumstances during the bidding process, the provisions of disqualification in terms of the guidelines referred to above, are attracted in our case, we shall intimate IRSDC of the same immediately.
17. In the event of my/ our being declared as the Selected Bidder, I/ We agree to incorporate a new Special Purpose Company under The Indian Companies Act, 2013 within the time specified in Bid Documents for execution of the Lease Agreement.
18. 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 IRSDC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Lease Agreement in accordance with the draft Lease Agreement has been provided to me/ us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same. Also, I/We agree to pay the Commitment Security within 15 days of receipt of Letter of Demand from



IRSDC in accordance in terms of bid documents. In case I/We fail to furnish the Commitment Security with stipulated time, action shall be taken as per clause 7 without prejudicing the rights of IRSDC to proceed further any manner it deems fit.

20. I/ We have studied all the Bidding Documents carefully and have also surveyed the Site. We understand that except to the extent as expressly set forth in the Lease Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the IRSDC or in respect of any matter arising out of or relating to the Bidding Process including the award of Lease.
21. Bid Security Declaration is hereby submitted online to IRSDC in accordance with the Bid Documents. I/We understand that the action shall be taken as per clause 7 in case I/We fail to fulfil the requirements laid down in the bid Documents for the purpose.
22. I/We also understand that the full value the Commitment Security shall be forfeited in case I/We fail to fulfil the requirements laid down in the Bid document for the purpose.
23. Our Financial Bid is submitted online. The Lease Premium has been quoted by me /us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Project Cost and implementation of the Project.
24. I/ We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Lease is not awarded to me/us or our Bid is not opened or rejected.
25. We declare that the information stated above and in the aforementioned attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for IRSDC to reject our Bid and action be taken as per clause 7
26. I/We have examined the relevant papers for the Site available with IRSDC such as land plan and property card before submission of the Bid. IRSDC shall not be held responsible for any delay on account of any shortcoming in land plan, property card and no demand for any compensation shall be raised against IRSDC on this account.
27. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Lessee under the Lease Agreement.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Date:

Place:

Seal of the Bidder/

(Signature of the Bidder/Authorized Signatory)

{Lead Member of the Consortium} (Name and designation)

**Encl:**

1. Checklist of Documents submitted by us
2. Bid Security Declaration
3. Other documents as per prescribed formats

**Note:**

1. If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.
2. Strike out whichever is not applicable if the Bidder is not an Individual.

### Annex I Details of Bidder

1. (a) Name:  
(b) Country of incorporation/ registration:  
(c) Address of the headquarters and branch office(s), if any, in India:  
(d) Date of incorporation/ registration and/ or commencement of business:
2. Brief description of the Bidder, including details of its main lines of business:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Employer:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 3.11 should be attached to the Bid.
  - (c) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role* {Refer Clause 3.11}	Percentage of equity in the Lessee
1.			
2.			
3.			
4.			

- \* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 3 at Annex-II.
6. Whether the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise)? The said information shall be provided by each Bidder and shall also be provided for each Member of the Consortium.

## **Annex-II Technical Capacity of Bidder**

***Deleted***

### Annex-III Financial Capacity of the Bidder

(In Rs. crore<sup>\$\$</sup>)

Bidder type <sup>\$</sup>	Member Code <sup>£</sup>	Net Worth/ACI <sup>€</sup>
		Year 1
(1)	(2)	(3)
Single entity Bidder		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
Consortium Member 4		
TOTAL		

#### Name and address of Bidder's Bankers:

<sup>\$</sup> A Bidder consisting of a single entity should fill in details as per the row titled single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

<sup>£</sup> Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

<sup>€</sup> The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 5 of RFP .

<sup>\$\$</sup> For conversion of other currencies into Rupees, see note below Annex-II of Appendix-I.

#### Instructions:

1. Year 1 will be last audited financial year preceding bid due date.
2. The bidder shall also provide the name and address of the Bankers to the Bidder.
3. The Bidder shall provide a Statutory Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth (including detailed breakup of elements considered for Networth calculation) in accordance with Clause 5.6 (b) of RFP.
4. Financial Eligibility criteria is not applicable for Preferred Entity

## **Annex-IV Memorandum and Articles of Association**

Memorandum of Articles of Association, if the Bidder is a body, Corporate, and if the Bidder is a partnership firm or limited liability partnership then a copy of its partnership deed or limited liability partnership agreement, may please be attached.

## **Annex V Bidder's Duly Audited Balance Sheet and Profit & Loss Account**

*Not applicable for Preferred Entity*

Bidder's Duly Audited Balance Sheet and Profit & Loss Account for the last audited financial year preceding bid due date of the Bidder may please be attached.

**Bid Form 2: Bid Security Declaration**  
**Bid Security Declaration Form**

*(Refer Clause 7)*

*(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)*

Ref. Date:

Tender No.:

To

The Managing Director & Chief Executive Officer  
Indian Railway Stations Development Corporation Limited  
7<sup>th</sup> Floor, Tower 1, Konnectus Building, Bhavbhuti Marg  
New Delhi- 110002  
Email: info@irsdcl.in

**Sub: Mixed Use Development on land parcel on leasehold rights basis at Bijwasan Railway Station for the purpose of station redevelopment - MU8 (1.8 ha).**

I/We hereby declare that:

I/We understand that bid must be supported by a Bid-Security Declaration.

I/We accept that I/We may be suspended from being eligible for bidding for any tender with Indian Railway Stations Development Corporation Limited (IRSDC) for the period as decided by IRSDC starting from Bid Due Date/Date of award of contract/Effective date, whichever is later if we are in breach of our obligation(s) under the bid conditions, because we:

- a) have withdrawn or modified our Bid during the period of bid validity specified in the RFP; or
- b) having been notified of the acceptance of our Bid by IRSDC during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Commitment Security, in accordance with the requirements under the Bidding Documents.

We understand this Bid Security Declaration shall cease to be valid if we are not the Selected Bidder, upon the earlier of:

- a) the issuance of Letter of Award to the Selected Bidder; or
- b) thirty days after the expiration of our Bid.

We understand this Bid Security Declaration shall cease to be valid if we are the Selected Bidder, upon the submission of Commitment Security in accordance with the provisions of the Bidding Documents.

We agree that the decision of the Authority regarding invocation of the Bid Security Declaration shall be final and binding on us and shall not be called upon in question under any circumstances.

Name and Signature of Authorized Signatory of Bidder along with seal of Bidder



### **Bid Form 3: Special Power of Attorney for signing of Bid**

**RFP No : IRSDC/HQ/RFP/2021/14/Bijwasan**

***This form is to be submitted by the Bidder/ Lead Member, in case 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 the document has to be executed but not less than ₹100) and duly notarised. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where this Power of Attorney is being executed)**

Know all men by these presents, We, \_\_\_\_\_ (name of the Bidder 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 us/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for "Mixed Use Development on land parcel on leasehold rights basis at Bijwasan Railway Station for the purpose of station redevelopment - **MU8 (1.8 ha)**" Project proposed or being developed by the Indian Railway Stations Development Corporation Ltd. ("IRSDC") including but not limited to signing and submission of all bids and other documents and writings, participating in Bidders' and other conferences and providing information / responses to IRSDC, representing us in all matters before IRSDC, signing and execution of all contracts including the /Lease Agreement and undertakings consequent to acceptance of our bid, and generally dealing with IRSDC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the /Lease Agreement with IRSDC.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20xx

FOR.....

Signature \_\_\_\_\_

(Director)

Name of the Person: \_\_\_\_\_

Address

Company Seal:

I Accept \_\_\_\_\_

(Signature of the Attorney)

(Name, Title and Address of the Attorney)

(Director of the Lead Member) \_\_\_\_\_

I hereby attest and identify the signatures of our Attorney above-named.

Signature \_\_\_\_\_

(Director)

Name of the Person: \_\_\_\_\_

Address

Seal of the Entity:

[Notarised]

Name, Sign and Seal of the Notary

Witnesses:

1.

2.

Note:

- *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 / organizational/ constitutional 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.*
- *Also, wherever required, the Bidder should submit, for verification, the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *The Power of Attorney should be duly supported with the enabling Board Resolution of the executants.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

## **Bid Form 4: Special Power of Attorney in favour of the Lead Member of Consortium**

**RFP No: IRSDC/HQ/RFP/2021/14/Bijwasan**

**(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarised. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where this Power of Attorney is being executed)**

WHEREAS THE INDIAN RAILWAY STATIONS DEVELOPMENT CORPORATION LTD. (the "IRSDC") has invited bids for **"Mixed Use Development on land parcel on leasehold rights basis at Bijwasan Railway Station for the purpose of station redevelopment - MU8 (1.8 ha)"** (the "Project").

WHEREAS, M/s \_\_\_\_\_, M/s \_\_\_\_\_ and M/s \_\_\_\_\_ (insert name and address and registered office of all the Members )have formed a Consortium to submit their Bid in response to the Bid Documents for **"Mixed Use Development on land parcel on leasehold rights basis at Bijwasan Railway Station for the purpose of station redevelopment - MU8 (1.8 ha) "** issued by the IRSDC.

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

NOW, THEREFORE, KNOW YOU ALL BY THESE PRESENTS, that

We, M/s \_\_\_\_\_ M/s \_\_\_\_\_ [name of the Company or other entities], a company incorporated/ under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered \_\_\_\_\_, having its Registered Office at \_\_\_\_\_ [address of the company] (hereinafter referred to as **"Other Member 1"**) and

M/s \_\_\_\_\_ M/s \_\_\_\_\_ [name of the Company or other entities], a company incorporated under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered \_\_\_\_\_, having its Registered Office at \_\_\_\_\_ [address of the company] (hereinafter referred to as **"Other Member 2 "**) and

M/s \_\_\_\_\_ M/s \_\_\_\_\_ [name of the Company or other entities], a company incorporated under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered \_\_\_\_\_, having its Registered Office at \_\_\_\_\_ [address of the company] (hereinafter referred to as **"Other Member 3 "**) do hereby nominate, constitute and appoint M/s \_\_\_\_\_ M/s \_\_\_\_\_ [name of the Company or other entities], a company incorporated under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered \_\_\_\_\_, having its Registered Office at \_\_\_\_\_ [address of the company] (hereinafter referred to as **"Lead Member"**) as its/their true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its/their name and on its/their behalf, that is to say:



1. To act as the Lead Member of the Consortium for the purposes of the Project;
2. In such capacity, to act as the Consortium’s official representative for submitting the Bid for the Project and other relevant documents in connection therewith.
3. To sign, deliver and receive all papers for all proposals, offers, Project documents, necessary documents, Proposals, representations and correspondence necessary and proper for the purpose aforesaid;
4. To procure tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
5. To sign and execute contracts relating to the Project, including variation and modification thereto;
6. To represent the Consortium at meetings, discussions, negotiations and presentations with IRSDC, Government Authorities, Competent Authorities and other Project related entities;
7. To receive notices, instructions and information for and on behalf of the Consortium;
8. To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary or required or incidental for the purpose aforesaid.
9. To appoint any other person(s) as our Attorney(s) to do all or any of the above acts, deed and/or things or any other act, deed and/or thing which in the opinion of our said Attorney ought to be done, executed or performed even if it has not been specifically mentioned hereinabove, and to cancel, withdraw, modify and/or revoke the powers conferred upon such attorney(s).

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

IN WITNESS WHEREOF the Consortium Member(s) puts its/their hand and seal to this Power of Attorney on this [day, month & year]

FOR \_\_\_\_\_  
 Signature \_\_\_\_\_  
 (Director)  
 (of the Other Member 1 of the Consortium)  
 Name of the Person: \_\_\_\_\_  
 Company Seal :

FOR \_\_\_\_\_  
 Signature \_\_\_\_\_  
 (Director)  
 (of the Other Member 2 of the Consortium)  
 Name of the Person: \_\_\_\_\_  
 Company Seal

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

**Countersigned by the Authorised Signatory of the Lead Member of the Consortium**

**Signature** \_\_\_\_\_

**(Director)**

**Name of the Person:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Company Seal /Seal of the Entity**

Notarised  
Name, Sign and Seal of the Notary

Witnesses:

- 1.
- 2.

(Executants)

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

**Note:**

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure if any, laid down by the applicable law and the charter/ organizational/ constitutional 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. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *The Power of Attorney should be duly supported with the enabling Board Resolution of all the Consortium Members.*
4. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

## Bid Form 4A- Joint Bidding Agreement

(On non judicial stamp paper of appropriate value)

(Refer Clause 3.11)

(To be executed on Stamp paper of appropriate value)

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} <sup>1</sup>

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)} *(The number of Parties will be shown here, as applicable, subject however to a maximum of 4 (four)).*

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**”

### WHEREAS,

---

<sup>1</sup> A Bidder who is registered abroad may substitute the words “a company registered under the Companies Act, 1956/2013” by the words “a company duly organized and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in the other recitals, as necessary

- (A) The **Indian Railway Stations Development Corporation Ltd. (IRSDC)** (hereinafter referred to as “**Authority**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) on behalf of RLDA has invited bids (the “**Bids**”) by its Request for Proposal No. [●], dated [●] (the “**RFP**”) for selection for Mixed Use Development on land parcel on leasehold rights basis at Bijwasan Railway Station for the purpose of station redevelopment – MU 8 (1.8 ha) (the “**Project**”) in accordance with a Lease Agreement to be entered into with the RLDA (“**Lease Agreement**”).
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

### 1. **Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP .

### 2. **Consortium**

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

### 3. **Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**Lessee**”) under the Companies Act, 2013 for entering into a Lease Agreement with RLDA and for performing all its obligations as the Lessee in terms of the Lease Agreement for the Project.

### 4. **Role of the Parties**

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 date when all the obligations of the Lessee shall become effective pursuant to the Lease Agreement;

- (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

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 RFP and the Lease Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Lease Agreement.

## 6. Shareholding in the Lessee

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

- 6.2 The Parties undertake that a minimum of 26% (twenty six percent) of the subscribed and paid up equity share capital of the Lessee shall, at all times till the payment of the last instalment of Lease Premium including interests thereof, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualifying Bidders for the Project in terms of the RFP .
- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times till the payment of the last instalment of Lease Premium including interests thereof, hold subscribed and paid up equity share capital of Lessee equivalent to at least Rupees Five Crores.
- 6.4 The Parties undertake that they shall collectively hold at least 50% (fifty percent) of the subscribed and paid up equity share capital of the Lessee at all times till the payment of the last instalment of Lease Premium, including interests thereof, whichever is later, in accordance with the provisions of the draft Lease Agreement.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## 7. Representation of the Parties

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



- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) Require any consent or approval not already obtained;
  - (ii) Violate any applicable laws presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) 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 fulfilment of its obligations under this Agreement.

## **8. Termination**

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 under and in accordance with the Lease Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified, as the case may be.

**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, SEALED AND DELIVERED for and SIGNED, SEALED AND DELIVERED For  
on behalf of LEAD MEMBER by: and on behalf of SECOND PART

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

SIGNED, SEALED AND DELIVERED for and SIGNED, SEALED AND DELIVERED for  
on behalf of THIRD PART and on behalf of FOURTH PART

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

In the presence of:

- |    |    |
|----|----|
| 1. | 2. |
|----|----|

Notes:

- The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable laws and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
- For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## **Bid Form 5: Statement of Legal Capacity**

**RFP No.: - IRSDC/HQ/RFP/2021/14/Bijwasan**

{To be printed on the authorised Letter head of the Bidder (in case of sole Bidder) or the Lead Member (in case of Consortium), including full postal address, telephone, faxes and e-mail address}

Date:

To,

**The Managing Director & Chief Executive Officer,**  
Indian Railway Stations Development Corporation Ltd. (IRSDC),  
7<sup>th</sup> Floor, Tower – 1, Konnectus Building, Bhavbhuti Marg,  
New Delhi - 110002  
Email - info@irsdc.in

Sub: **Bid for “Mixed Use Development on land parcel on leasehold rights basis at Bijwasan Railway Station for the purpose of station redevelopment - MU8 (1.8 ha)”.**

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) are permitted to Bid and execute the Project(s), if selected, as per the object of business of our charter/ registration/ incorporation documents, satisfy the terms and conditions laid out in the Bid Documents and that we are not otherwise debarred from bidding for this Project(s) by any provision of Applicable Laws. \*

We have agreed that \_\_\_\_\_ (insert Member's name) will act as the Lead member of our Consortium.

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative/ will act as the representative of the Consortium on behalf\*\* and has been duly authorised to submit the Bid Documents. Further, the authorised signatory is vested with requisite power to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signatory, name and designation of the authorised signatory)

For and on behalf of \_\_\_\_\_

\* Copy of charter/registration/incorporation documents should be attached with this Bid Form.

\*\* Please strike out whichever is not applicable

**BID FORM FOR FINANCIAL BID**

## Bid Form 6: Indicative Financial Bid for MU-8

(To be submitted as online only)

**RFP No: - IRSDC/HQ/RFP/2021/14/Bijwasan**

Name of Site: - **Bijwasan- Land Parcel MU 8**

Name of Project: - **Bid for “Mixed Use Development on land parcel on leasehold rights basis at Bijwasan Railway Station for the purpose of station redevelopment – MU 8 (1.8 ha) ”.**

I/We agree to abide by this Bid, which consist of our financial offer hereto, valid for a period of 180 (one hundred and eighty) days from the Bid Due Date and it shall remain binding on me/us and may be accepted by you any time before the expiration of the said period.

I/We offer Lease Premium for grant of the lease rights on the Built-up Area as per break-up given below:

Bidding Parameter		Bidder's Offer <i>(Please insert in Figures AND words)</i>
(1)		(2)
<b>Lease Premium (LP) for Sub Plot MU8</b>	In Figures	
	In Words	
<b>Annual Lease Rent</b>		₹1,00,000 (INR One Lakh) per annum . (to be escalated as per the provisions of the Lease Agreement)

**Note: -**

- All Applicable Taxes/Duties/Levies/GST etc. as applicable as per Law of Land, has to be paid by Bidder/Lessee over and above quoted amount of Lease Premium and Annual Lease Rent**

I/We undertake to make payments of the same to IRSDC as per the Payment Schedule given below in the Schedule of Payment

### SCHEDULE OF PAYMENT

#### A. Lease Premium (LP)

Particulars	Instalment as % of Lease Premium	Due Date	Amount
<b>First Instalment</b>	30%	Within 45 days from the date of issue of LOA by IRSDC but before execution of the Lease Agreement.	30% of the Lease Premium plus interest, as per Note no. 2 & 3 below, on full amount of Lease Premium (minus Commitment Security) for the period of extension, if any ,plus applicable GST thereon.
<b>Second Instalment</b>	30%	On or before the first anniversary date of Payment of the First Instalment	30% of the Lease Premium plus interest amount @ 10.5% per annum on the total outstanding amount of Lease Premium (Cumulative amount of Second and third instalments) for the period from date of Payment of First Instalment to the actual date of payment of Second Instalment, plus applicable GST thereon.
<b>Third Instalment</b>	40%	On or before the second anniversary date of Payment of the First Instalment	40% of the Lease Premium plus interest amount @ 10.5% per annum on the total outstanding amount of Lease Premium (amount of Third instalments) for the period from Due Date of Payment of Second Instalment to the actual date of payment of Third Instalment, plus applicable GST thereon.
<p><b>B. Annual Lease Rent (ALR) :</b> I/We offer to pay to IRSDC every year in advance (not later than 10<sup>th</sup> April) the Annual Lease Rent from the time of signing of the Lease Agreement and the same shall be revised upwards by 15% (fifteen percent) every three years (compounded) during the entire term. The first Annual Lease Rent shall be payable in advance at the time of signing of the Lease Agreement for the financial year or part thereof.</p>			

**Note:**

1. All applicable Taxes such as GST etc. shall be extra and shall be borne by the Selected Bidder/Lessee .

2. The Lease Premium is to be paid within 2(two) years from the date of payment of the First Instalment. An extension of up to 60 (sixty) days beyond the stipulated deadline for the payment of the First Instalment as mentioned above, may be granted on written request of the Selected Bidder to IRSDC, provided the Selected Bidder pays interest @ 10.5% (ten point five percent) per annum on the full amount of Lease Premium to be paid along with the First Instalment. The interest shall be calculated for the number of days of extension availed by the Selected Bidder. The Commitment Security shall be adjusted in the 1<sup>st</sup> instalment. The interest shall not be calculated on the amount already received in the form of Commitment Security.
3. Further extension of up to 30 (thirty) days beyond the above extended period of 60 (sixty) days for the payment of the First Instalment, may be granted with an interest of 13.5% per annum, on the full amount of Lease Premium to be paid along with the First Instalment amount. The interest shall not be calculated on the amount already received in the form of Commitment Security. However, no further extension shall be given and the IRSDC shall terminate LOA and forfeit Commitment Security as per the provisions of the bid document and will initiate action as per clause 7 of RFP document.
4. The remaining 2<sup>nd</sup> and 3<sup>rd</sup> Instalments (the “Subsequent Instalments”) shall be paid by the Lessee to IRSDC as per the Payment Schedule shown above. However, the Selected Bidder/Lessee shall have the option to pay the instalments/Annual Lease Rent (ALR) before the due dates. The Lessee may pay any part of the Subsequent Instalments any time after the due date of the preceding Instalment but before the due date of that Instalment and in such a case, the interest @10.5% per annum, as provided in the payment schedule above, on the outstanding balance shall be applicable till the date of the part payment.
5. The offered Lease Premium (LP) is for the area of Site and BUA specified above. In case any variation in the area of Site is found at the time of handing over/ possession of the Site, the Lease Premium (LP) shall be adjusted on pro-rata basis on the actual area of Site and accordingly the amount of Additional Lease Premium (ALP) shall be calculated as per the terms of the Lease Agreement.
6. In case of any default in the payment of any of the Subsequent Instalments on or before the respective dates specified herein above, the Selected Bidder/Lessee shall pay an interest of 13.5% (thirteen point five percent) per annum for the extension of first year and 16.5% (Sixteen point five percent) per annum for the second year extension/delay, on the overdue amount of the respective Instalment including interest, as calculated above, subject to the limits on delay specified in Part-II “GCLA”. However, if such payment default continues beyond **two years**, IRSDC shall terminate the LOA or Lease Agreement, as the case may be, as per the provisions contained therein.
7. If during the Construction Period, in the event BUA gets reduced to less than the Reference Built Up Area due to any order/notification/instruction/road widening/acquisition for public purpose etc. by the concerned Authority / Government body subsequent to the issue of Letter of Acceptance but during the Construction Period the same shall be dealt as per the provisions of the Lease Agreement.

8. The Lease Premium (LP) and Annual Lease Rent (ALR) shall be paid in the form of Online Payment/Demand Draft or Account Payee Cheque in favour of "Indian Railway Stations Development Corporation Ltd." issued by a Nationalised / Scheduled bank as approved by RBI. In case of payment through cheque, the same shall be subject to realization of the cheque.
9. For Online Payment of Lease Premium (LP) and Annual Lease Rent, IRSDC's Bank particulars are as under:

- |       |                     |  |
|-------|---------------------|--|
| (i)   | Account name        | Indian Railway Stations Development Corporation Ltd.           |
| (ii)  | Name of Bank        | IDFC First Bank,   |
| (iii) | Branch              | Barakhamba Road, Sood & Birla Towers, Central Delhi, New Delhi |
| (iv)  | Current Account No. | 10001149796  |
| (v)   | IFSC                | IDFB0020101  |
| (vi)  | MICR No.            | 110751001  |

**Note:** Subsequent change of IRSDC's Bank particulars, if any, will be intimated in writing to the Selected Bidder/Lessee .

Yours faithfully,

Date:

Place:

Signature of Authorised Signatory of the Bidder  
(Name, Designation, Address)  
Company Seal / Seal of the Bidder



**OTHER FORMS**  
**(BID FORM NO 7 TO 12)**

## **Bid Form 7: Format of Bank Guarantee Bond**

### **Bank Guarantee Bond for Instalment<sup>2</sup> of Lease Premium**

(To be executed on non-judicial stamp paper of appropriate value, as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100/)

Date: .....

No. ....

To

**The Managing Director & Chief Executive Officer,**

Indian Railway Stations Development Corporation Ltd. (IRSDC),

7<sup>th</sup> Floor, Tower – 1, Konnectus Building, Bhavbhuti Marg,

New Delhi - 110002

Email - info@irsdc.in

1. In consideration of the Indian Railway Stations Development Corporation Ltd. (hereinafter called The “IRSDC”) having agreed to exempt \_\_\_\_\_ (hereinafter called “the said Successful Bidder/ Lessee) from the demand, under the terms and conditions of Bid Documents/ Letter of Acceptance (LOA) No. ....dated\_\_\_\_\_ and Lease Agreement dated \_\_\_\_\_ made between IRSDC and the Lessee for the Project pertaining to “ \_\_\_\_\_” (hereinafter called “the said Lease Agreement), for the due fulfilment by the said Successful Bidder/ Lessee of the terms and conditions contained in the said Bid Documents/Lease Agreement, for Security the payment of 1st / 2nd /3rd instalments of Lease Premium on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we, \_\_\_\_\_ (hereinafter referred to as the bank”) at the request of the said Successful Bidder/ Lessee do hereby undertake to pay to the IRSDC any amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused or suffered or would be caused to or suffered by the IRSDC by reason of any breach by the said Successful Bidder/ Lessee of any of the terms or conditions contained in the said Bid Documents/ Lease Agreement.
2. We \_\_\_\_\_ (Indicating name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the IRSDC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IRSDC by reason of breach by the said Successful Bidder/ Lessee of any of the terms or conditions contained in the said LOA/Lease Agreement or by reason of the Successful Bidder/ Lessee failure to perform the obligations under the said LOA/Lease Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
3. We undertake to pay to the IRSDC any money so demanded notwithstanding any dispute or disputes raised by the Successful Bidder/ Lessee in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid

<sup>2</sup>The Bidders shall submit the Bank Guarantee, if they opt to submit, of any or all Installments of Lease Premium in this prescribed format.

- discharge of our liability for payment there under and the Successful Bidder/ Lessee shall have no claim against us for making such payment.
4. We \_\_\_\_\_(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the fulfilment of conditions of the said LOA/Lease Agreement and that it shall continue to be enforceable till all the dues of the IRSDC under or by virtue of the said LOA/Lease Agreement have been fully paid and its claim satisfied or discharged or till IRSDC certifies that the terms and conditions of the said LOA/Lease Agreement have been fully and properly carried out by the said Successful Bidder/ Lessee and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ , we shall be discharged from all liability under this guarantee thereafter.
  5. We \_\_\_\_\_(indicate the name of the bank) further agree with the IRSDC that the IRSDC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said LOA/Lease Agreement or to extend time of performance by the said Successful Bidder/ Lessee from time to time or to postpone for any time or from time to time any of the powers exercisable by the IRSDC against the said Successful Bidder/ Lessee and to forbear or enforce any of the terms and conditions relating to the said LOA/Lease Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Successful Bidder/ Lessee or for any forbearance, act or omission on the part of the IRSDC or any indulgence by the IRSDC to the said Successful Bidder/ Lessee or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  6. The Bank Guarantee Bond shall be a continuing irrevocable obligation. Invocation of this Guarantee Bond by any official of IRSDC shall be valid and unquestionable.
  7. We, \_\_\_\_\_ further state that ours is a nationalized/scheduled bank having a net worth of Rs. 1000 Crore or more which is a prerequisite as stipulated by IRSDC for issue of the said bank guarantee bond
  8. This guarantee will not be discharged due to the change in the constitution of the bank or the Successful Bidder/ Lessee
  9. We \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IRSDC in writing.
  10. Any demand by IRSDC for encashment of the BG Bond shall be deemed to have been duly served : if delivered by hand, when left at \_\_\_\_\_(address of the issuing branch); and if given or made by pre-paid registered post or facsimile transmission, when received at \_\_\_\_\_(address of issuing branch of the Bank) or by email at email id \_\_\_\_\_ (email of the issuing branch) on the fax no. \_\_\_\_\_(for the purposes of facsimile transmission)

IN WITNESS WHEREOF, THE BANK HAS executed this Guarantee Bond on the day, month and year first above mentioned through its duly authorized representative.

SEAL OF THE BANK

SIGNED, SEALED AND DELIVERED



ON BEHALF OF THE BANK BY

SIGNATURE OF AUTHORISED  
REPRESENTATIVE OF THE BANK \_\_\_\_\_  
NAME AND DESIGNATION \_\_\_\_\_  
ADDRESS OF THE BRANCH \_\_\_\_\_  
TELEPHONE & FAX NO \_\_\_\_\_  
SIGNATURES OF THE WITNESSES \_\_\_\_\_  
NAMES OF THE WITNESSES \_\_\_\_\_  
ADDRESSES OF THE WITNESSES \_\_\_\_\_

## **Bid Form 8: Form of Lease Agreement**

LEASE DEED [On stamp paper of appropriate value]

This LEASE AGREEMENT (“**Lease Agreement**”) dated this [■] day of [■] 20xx (“**Effective Date**”) is entered into at \_\_\_\_\_ by and between:

1. **Rail Land Development Authority**, a statutory authority constituted under the Railways (Amendment) Act, 2005 (No 47 of 2005) having its office at \_\_\_\_\_, (hereinafter referred to as “**RLDA**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) represented herein through Mr. \_\_\_\_\_, the Authorized Signatory, as authorized vide Office Order No. \_\_\_\_\_ dated \_\_\_\_\_ of the **FIRST PART**;

**AND**

2. [*insert name of the Lessee*], a company incorporated under the Companies Act, 2013 and having its registered office at [*insert address*] (hereinafter referred to as the “**Lessee**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) represented herein through Mr. \_\_\_\_\_, the Authorized Signatory, as authorised vide Board Resolution dated \_\_\_\_\_ of the **SECOND PART**.

(Each of the parties of the **FIRST and SECOND parts** are hereinafter, as the context may admit or require, individually referred to as a “**Party**” and collectively as the “**Parties**”).

### **WHEREAS**

- A. RLDA is a statutory authority constituted under the Railways (Amendment) Act, 2005 (No 47 of 2005) with the obligation, inter alia, of development on Railway Land for commercial use, entrusted to it by the Central Government (Ministry of Railways) for the purpose of generating revenue (required by Railways for upgradation / maintenance of its network) by non – tariff measures.
- B. INDIAN RAILWAY STATIONS DEVELOPMENT CORPORATION LIMITED (IRSDC), is a Joint Venture company promoted by Rail Land Development Authority (RLDA), Ircon International Limited (IRCON) and RITES Ltd. incorporated under the (Indian) Companies Act, 1956, and having its registered office at 7th Floor, Tower 1, Konnectus Building, Bhavbhuti Marg, New Delhi–110002.
- C. RLDA and IRSDC have entered into an agreement dated 17.07.2014 in terms of which RDLA has granted to IRDSC the rights to undertake the development/ redevelopment Project on entrusted Railway stations/land in and around Railway Stations inter-alia for Bijwasan.
- D. RLDA through IRSDC intends to undertake commercial development over a land area of approximately \_\_\_\_\_ Sqm of Railway Land at \_\_\_\_\_ as described, more particularly in \_\_\_\_\_ (the “**Site**”).
- E. As part of the proposed development of the Site, IRSDC had conducted a competitive bidding process by inviting proposal in the form of bids (the “**Bid**”) vide its Bid Notice

- no. \_\_\_\_\_ dated \_\_\_\_\_ to undertake the development of the Site, on the terms and conditions specified herein.
- F. The [Name of the Selected Bidder entity and in case of a consortium, name of all the members of the Selected Bidder entity] (the “Selected Bidder”) was the successful bidder and was issued the Letter of Acceptance (the “LOA”) dated \_\_\_\_\_ by IRSDC.
- G. The Selected Bidder has, in accordance with the LOA, promoted and incorporated the Lessee as a company under the provisions of the Companies Act, 2013 and the Selected Bidder and the Lessee have, by their letters dated \_\_\_\_\_ and \_\_\_\_\_ respectively, requested IRSDC to accept the Lessee as the entity, which shall undertake and perform the obligations and enjoy the rights as specified herein.
- H. The Lessee/Selected Bidder, in compliance of the terms and conditions of the LOA, has:
- (a) paid to IRSDC an amount of ₹ \_\_\_\_\_ towards the First Instalment of the Lease Premium as specified in the LOA, in the following manner:
- (i) \_\_\_\_\_;
- (ii) \_\_\_\_\_; and
- (b) Deleted
- I. The Lessee is desirous of acquiring lease rights over the Site for the purposes of conceptualizing, designing, financing, construction, marketing, leasing, operating and maintaining the Assets upon the Site.
- J. RLDA has agreed to grant to the Lessee, the lease rights and other rights in the Site subject to the fulfilment of the Conditions Precedent and upon the fulfilment of the other obligations of the Lessee as contained herein in accordance with the terms and conditions of this Lease Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Lease Agreement and related Lease Documents (the receipt and adequacy of which are hereby mutually acknowledged), the Parties, with the intent to be legally bound, hereby agree to the terms and conditions specified herein:

1. RLDA grants to the Lessee, the Site on lease for a period of 99 years from the Effective Date on the terms and conditions contained in the following documents which shall be deemed to form a part of this Lease Agreement :
- a) The Letter of Acceptance dated \_\_\_\_\_;
- b) Bid Documents including GCLA and SCLA

The Lessee shall carry out the Mixed Use development Project on the Site leased out to it in accordance with the provisions of the Lease Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Lease Agreement to be signed in their respective names as of the day and year first above written.

<p>FOR AND ON BEHALF OF</p> <p><b>Rail Land Development Authority</b></p> <p>By .....,                  Authorised Representative</p>	<p>Witness</p> <p>1. Signature                  Name                  Address</p> <p>2. Signature                  Name                  Address</p>
<p>FOR AND ON BEHALF OF</p> <p><b>[name of the Lessee]</b></p> <p>By .....,                  Authorised Representative</p>	<p>Witness</p> <p>1. Signature                  Name                  Address</p> <p>2. Signature                  Name                  Address</p>
<p>FOR AND ON BEHALF OF CONFIRMING PARTY</p> <p><b>Indian Railway Stations Development Corporation Limited</b></p> <p>By .....,                  Authorised Representative</p>	<p>Witness</p> <p>1. Signature                  Name                  Address</p> <p>2. Signature                  Name                  Address</p>

## Bid Form 9 : Performance Guarantee

***Deleted***



## **Bid Form 10: Sample Form of MoA of SPC**

**(Under the Companies Act, 2013)  
(COMPANY LIMITED BY SHARES)  
MEMORANDUM OF ASSOCIATION  
OF**

“ \_\_\_\_\_ ”

- I. The name of the company is “ \_\_\_\_\_ ”
- II. The Registered Office of the Company is situated in the State of \_\_\_\_\_ i.e. within the jurisdiction of Registrar of Companies, \_\_\_\_\_.-
- III. The objects to be pursued by the company on its incorporation are:

**A. THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**

1. To undertake real estate development at Site on railway land located at Bijwasan, to be leased to the company by Rail Land Development Authority (RLDA) on design build operate and transfer model as laid down in the Lease Agreement and other documents to be entered into with IRSDC/RLDA and to take all actions as may be required for development of the commercial development project.
2. To carry on the business of promoters developers, builders, managers, contractors, sub-contractors, planners, designers, construction engineers, decorators, interior decorators, fabricators, engineers, survivors, appraisers, mortgagors of commercial complexes and to engage in all types of construction activities incidental or in relation to the Project carried on by the Company at Site on railway land leased to the company by RLDA in term of object 1 above.

**B. Matters which are necessary for furtherance of the objects specified in clause III(A) are: -**

1. To purchase and otherwise acquire, own, import, all materials, substances, appliances, machines, containers and such other articles and apparatus and things capable of being used in the main business and to own, lease and otherwise acquire and use facilities of whatever kind as may be convenient or useful or conducive to the effective working of the main objects of the Company.
2. To acquire, build, alter, maintain, enlarge, remove or replace and to work manage and control any buildings, offices, factories, mills, shops, machinery and conveniences which may seem necessary to achieve the main Objects of the company.
3. To transact every kind of guarantee, corporate guarantee and counter guarantee business and to guarantee the payment/repayment of loans borrowings of any nature whatsoever granted by any institution and/or any person to any individual firm(s) association of person and money secured by or payable under or in respect of stocks, bonds, debentures, debentures stocks, contracts, mortgages, charges, obligations and securities of any company whomsoever whether incorporated or not.
4. To purchase, take on lease or tenancy or in exchange, hire take options over or otherwise acquire any estate or interest whatsoever and to hold, develop, work concessions, grants, decrees, licenses, privileges, claims, potions, leases, property, real

- or personal or rights or powers of any kinds which may appear to be necessary for the main objects of the Company.
5. To pay for preliminary and pre-incorporation expenses of the Company.
  6. To exchange, mortgages, royalty or tribute grant licenses, easements options and such other rights over and dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares debentures whether fully or partly paid up or securities of any other company having objects whole or in part similar to those of the Company.
  7. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full.
  8. To advance money, either with or without security and give credit to such persons (including government) and upon such terms and conditions as the Company may deem fit to attain the main objects of the Company provided that the Company shall not do banking business within the meaning of Banking Regulation Act, 1949.
  9. To undertake financial and commercial obligations, transactions and operations of all kinds, in connection with the main object of the company.
  10. To guarantee the performance of any contract or obligation and the payment of money or dividends and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered directly or indirectly to fulfill the main objects of the Company.
  11. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, stocks, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or of any persons whether incorporated or not incorporated and to guarantee or become sureties for the performance of any contracts or obligations as may be necessary for the main objects of the Company.
  12. To subscribe for acquire, hold and dispose of shares, share-stock, debentures, bonds, debenture-stock, mortgages, obligations securities of any kind issued or guaranteed by any company (body corporate/undertaking) of whatsoever nature and howsoever constituted and to subscribe for acquire and hold shares, debentures and debenture-stocks and debenture-bonds, mortgages, obligations and such other securities issued or guaranteed by any government, trust, municipal, local or such other authority or body of whatever nature, whether in India or elsewhere as may be conducive to the main objects of the Company.
  13. Subject to the provisions of section 67 of The Companies Act, 2013, to invest other than investment in Company's own shares, any money of the Company not immediately required in any investments movable or immovable as may be thought proper and to hold, invest in shares or stock as may be necessary for the main objects of the Company.
  14. Subject to Sections 73, 179, 180, 185 and 186 of the Act and Rule and Regulations made there under and the directions issued by Reserve Bank of India to receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit and in particular by the issue of debentures or debenture-stock (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owing on the mortgage, charge or lien upon all or any of the property or assets of the Company (both present or future) including its uncalled capital and also by similar mortgage, charge or

- lien to secure and guarantee the performance by the Company, or any other such person or Company of any obligation undertaken by the Company.
15. To open Bank accounts of all nature including overdraft account, to operate the same and to draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants and the other negotiable or transferable instruments and to deal with all documents mercantile or otherwise, in the ordinary course of business.
  16. To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patent rights, brevets, inventions trademarks, designs, licenses, protections, and concessions conferring any exclusive or non-exclusive or limited right to their use or other information as to any invention, process or privileges which may seem capable of being used for the main objects of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use exercise develop or grant licenses or privileges in respect of the property rights and information so acquired.
  17. To spend money in experimenting upon and testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.
  18. To do all or any of the main business activities either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.
  19. To acquire and takeover all, or any part of the business property and liabilities of any person, firm or company which this Company is authorized to do or possess property, suitable for the main objects of the Company.
  20. To procure the registration or recognition of the company in or under the laws of any place outside India.
  21. To form, incorporate or promote any company or companies whether in India or elsewhere having amongst its or their objects the acquisition of all or any of the assets or controls, management or development of the Company or any other such objects which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its main business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with such promotion or incorporation and to remunerate any person or company in any manner it shall fit for services rendered or to be rendered in or about the promotion of any other such company in which the Company may have any interest.
  22. Subject to the provisions of Sections 230 to 233 of the Companies Act, 2013 to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal rights with any person or persons or company or companies engaged in the main objects of the Company.
  23. To enter into any arrangements and take all necessary or proper steps with government or with other such authorities supreme, national, local municipal or otherwise of any place in which the Company may have interests and to do negotiations or operations for the purpose of directly or indirectly carrying out the main objects of the Company or effecting any modification in the constitution of the Company or for furthering the interests of the members and to oppose any such steps taken by any other such company firm or person which may be considered likely directly or indirectly, to prejudice the interest of the Company or its members, and to assist in the promotion whether

- directly or indirectly of any legislation which may seem advantageous to the company and to obtain from any such Government Authority and company and charters, contracts, decrees, rights, grants, loans, privileges or concessions which the company may think it desirable to obtain and exercise and comply with any such arrangements, charters, decrees, rights, privileges of concessions.
24. To adopt such means of making known the main objects of the Company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
  25.
    - a) To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise vest any real or personal property, rights or interests acquired by or belonging to the company in any person of Company on behalf of or for the benefit of the company and with or without any declared trust in favour of the Company.
    - b) To accept gifts including by way of awards/prizes from Govt. and semi-Govt. bodies and to give gifts and donations to create trust for the welfare of employees, members, directors and/ or their dependents heirs and children and for deserving objects any other persons, also to act as trustees.
  26. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or commerce and particularly with the trade, including any association, institution or fund for the interests of masters, owners and employers against loss by bad debt, strike, combustion, fire, accident or otherwise or for the benefit of any employee workman or other at any time employed by the Company or any of its predecessors in business or their families or dependents and whether or not in common with such other persons or classes of persons and in particular of friendly co-operative and such other societies, reading rooms, libraries educational and charitable institutions, dinning and recreation rooms, temples, churches, chapels, school and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose.
  27. To aid pecuniary or otherwise to any association, body or movement having for an object the solution, settlement of industrial or labour problems or troubles or the promotion of industry or trade.
  28. To subscribe or guarantee money for any national, charitable benevolent, public, general or useful object of and for exhibition, subject to the provisions of Sections 181, 182 and 183 of the Act.
  29. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give, or procure the giving of donations, gratuities, pensions, allowances or emoluments to any person who are or were at any time in the employment or service of the Company or are allied to or associated with the company or with any subsidiary Company or who are or were at any time Directors or Officers of the company as aforesaid and the wives, widows, families and dependants of any such persons and also establish and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other Company as aforesaid and make payments to or towards the insurance of any such persons as

aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

- IV. The liability of the Members is Limited and this liability is limited to the account unpaid, if any, on the shares held by them.
- V. (a) The Authorised Share Capital of the Company is `----- (Rupees\_\_\_\_) divided into ----- (-----) Equity shares of `----- (-----) each.
- (b) The minimum Paid Up Share Capital of the Company shall be Rs. \_\_\_\_\_ (\_\_\_\_\_).
- VI. We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

Sl. No	Name, Address, Description and Occupation of the Subscriber	Number of Equity Shares taken by the subscriber	Signature of subscriber	Signature, Name, Address, Description and Occupation of the Witness

Place:

Date:

I hereby witness the signatures of all the subscribers.

Witness of above signatures:

- 1.
- 2.

## **Bid Form 11**

**Public Procurement- Restriction under Rule  
144 (xi) of the General Financial Rules (GFR)**  
(Refer Clause 1.2.2)

**F.No. 6/18/2019- PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division**

161, North Block  
New Delhi,  
Dated 23<sup>rd</sup> July 2020

### **OFFICE MEMORANDUM**

Sub: Insertion of Rule 144(xi) in General Financial Rules (GFRs), 2017

- I. Any “Bidder from a country which shares a land border with India” will be eligible to bid, only if the such Bidder is registered with the Competent Authority as defined in Public Procurement Order No. F.No. 6/18/2019 – PPD dated 23<sup>rd</sup> July 2020.
- II. “Bidder from a country which shares a land border with India” for the purpose of this RFP shall mean:
  - a) An entity incorporated, established or registered in such a country, or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose Beneficial Owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- III. “Beneficial Owner” for the purpose of (II) shall mean:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, through one or more judicial person(s), has a controlling ownership interest or who exercises control through other means.

#### **Explanation:**

- a) “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- IV. “Agent” for the purpose of Clause II is a person employed to do any act for another, or to represent another in dealings with third person.
- V. The Successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority as defined in Public Procurement Order No. F.No. 6/18/2019 – PPD dated 23rd July 2020. The definition of ‘Contractor from a country which shares a land border with India’ shall be as in Clause II above.
- VI. Certificate regarding Compliance
- a) A certificate on the letterhead of Bidder shall be required to be submitted by the bidders certifying the following:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order No. F.No. 6/18/2019 – PPD dated 23rd July 2020 and will not sub-contract any work to a contractor from such countries unless such a contract is registered with the Competent Authority as defined in Public Procurement Order No. F.No. 6/18/2019 – PPD dated 23rd July 2020. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.”

    - i. Validity of Registration with the Competent Authority by a “Bidder from a country which shares a land border with India”:

In respect of RFP, registration should be valid at the time of submission of bids and at the time of issuance of Letter of Acceptance and execution of Contract Agreement, under clause 3.3.4 and 3.3.5 of the RFP. If the Bidder is validly registered at the time of issuance of Letter of Acceptance and execution of Contract Agreement, under clause 3.3.4 and 3.3.5 of the RFP, registration shall not be a relevant consideration during contract execution.
    - ii. It may be noted that in case the above certification/registration is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

## **Bid Form 12**

### **Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) (on the letter head of Bidder)**

To,

**The Managing Director & Chief Executive Officer  
Indian Railway Stations Development Corporation Ltd.  
7th Floor, Tower 1, Konnectus Building, Bhavbhuti Marg  
New Delhi- 110002  
Email: info@irsdc.in**

Sub: Mixed Use Development on land parcel on leasehold rights basis at Bijwasan Railway Station for the purpose of station redevelopment- MU 8 (1.8 ha).

Dear Sir,

With reference to your RFP document dated \*\*\* \*\*, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority as defined in Public Procurement Order No. F.No. 6/18/2019 – PPD dated 23rd July 2020.

I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,  
Date:

(Signature of the Authorised signatory)

Place:  
(Name and designation of the of the Authorised signatory)  
Name and seal of Bidder/Lead Member  
Notes:

{Where applicable, evidence of valid registration by the Competent Authority shall be attached}

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

For and on behalf of.....



**SCHEDULE - I**  
**PART – A SITE DESCRIPTION**  
(To be reproduced from Part-IV Schedules and Specifications)

**PART – B LAND OWNERSHIP DETAILS**  
**(To be reproduced from Part-IV Schedules and Specifications)**

**PART – C SITE INVENTORY**  
**(To be reproduced from Part-IV Schedules and Specifications)**

**SCHEDULE – II ASSETS**  
**(To be reproduced from Part-IV Schedules and Specifications)**

**SCHEDULE – III PROJECT UTILITIES**  
**(To be reproduced from Part-IV Schedules and Specifications)**

**SCHEDULE – IV SCHEDULE OF PAYMENT**  
**(Bid Form-6 submitted by the Bidder should be reproduced)**

**SCHEDULE – V: REDEVELOPMENT WORKS**  
**(To be reproduced from Part-IV Schedules and Specifications)**

## **SCHEDULE – VI: SPECIFICATIONS OF REDEVELOPMENT WORKS**

**(To be reproduced from Part-IV Schedules and Specifications)**



**SCHEDULE – VII: DRAWINGS**  
**(To be reproduced from Part-IV Schedules and Specifications)**

## **SCHEDULE – VIII: SITE HANDING OVER SCHEDULE**

**(To be reproduced from Part-IV Schedules and Specifications)**

## **SCHEDULE – IX: APPROVALS AND CONSULTATION**

**(To be reproduced from Part-IV Schedules and Specifications)**