

BID SUMMARY
of

Request For Proposal
for

Logistics Hub
at Naya Raipur, Chhattisgarh

This Bid Summary is not part of the Request For Proposal Document



Naya Raipur
Development Authority

BID SUMMARY

S. N.	Key Information	Details
1.	Disclaimer	The Bid Summary is indicative and describes the salient points of the Request for Proposal (RFP) Document and this document is not a part of the RFP.
2.	Project Title	Development of Logistics Hub (LHUB) at Naya Raipur, Chhattisgarh, India on Public Private Partnership (PPP) basis
3.	Project Location	Project site is located between NH-6 and Raipur-Vishakhapattanam Main Broad Gauge Rail Line, at the northern boundary of Naya Raipur City
4.	Site area	100 acres (40.67 hectares)
5.	Project Development Agency	Naya Raipur Project Development Company Pvt. Ltd. (NRPDCPL), an SPC formed by NRDA and IL&FS.
6.	Grantor	Naya Raipur Development Authority (NRDA)
7.	Project Components- Minimum Devevelopment Obligations	<ul style="list-style-type: none"> ▪ Railway Siding <ul style="list-style-type: none"> ○ Rail siding with minimum one handling line along with engine escape line and break van reversal line as per the guidelines of Indian railways. ○ Facility for handling 10,000 TEUs per annum as per the guidelines of Indian Railways ▪ Truck Terminal <ul style="list-style-type: none"> ○ Idle truck parking space for minimum 1000 trucks or equivalent, along with required freight handling platforms. The pavement can be either flexible or rigid including earthen, but based on IRC/ MORTH guidelines applicable. ▪ Warehouses (Open/Covered) <ul style="list-style-type: none"> ○ Minimum built up area of 20,000 sq m (covered) ○ Provision for Open warehouses shall not exceed 25% of total built up area of warehousing (covered) ▪ Other Facilities: <ul style="list-style-type: none"> ○ Commercial Area with provision for Office complex, retail shopping centre etc (not less than 1000 sq m built up area but not exceeding 10,000 sq.m built up area) ○ Provision for Banks/ ATMs minimum 300 sqm built up area) ○ Maintenance Workshop for equipments & Cleaning of Containers minimum 300 sq m built up area ○ Auto Service Centres with Spare Parts & Accessories

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		<p>minimum 300 sq m area</p> <ul style="list-style-type: none"> ○ Hotel of 20 Rooms along with a conference hall of minimum 100 pax capacity ○ First-Aid and Trauma Care Centre minimum 1000 sq m built up area ○ Recreational facilities such as club, multiplex, indoor games etc minimum 1000 sq m built up area ○ Economical Eateries, Dhabas/ Canteens/Restaurants/ Cafeterias minimum 1000 sq m built up area ○ Fuel Station minimum 1000 sq m built up area ○ Weigh Bridge <p>NRDA may also allow any other service/facilities, permissible under the provisions of Naya Raipur Development Plan – 2031, required/suggested by the developer for the development of facilities with prior approval.</p> <ul style="list-style-type: none"> ▪ On site Infrastructure Facilities <ul style="list-style-type: none"> ○ Land scaping ○ Internal Roads as per applicable IRC codes for flexible and rigid pavements ○ Internal water supply as per CPHEEO Manual for water supply as well as applicable IS codes ○ Power supply ○ Waste water treatment facility and disposal system with provision for recycle and reuse of waste water as per CPHEEO Manual for waste water treatment and design as well as applicable IS Codes ○ Solid Waste Treatment and disposal system as per CPHEEO manual for solid waste disposal and based on applicable IS codes ○ Rain water harvesting as per Naya Raipur Development Plan-2031 <p>The structures shall be designed as per applicable IS codes.</p>
8.	Rail Siding Requirements	<p>Specifications similar to Private Freight Terminals (whereas the siding in this case is located in Government Land, not on private land. Hence it may not be treated as Private Freight Terminal) or as per existing guidelines of Indian Railways as on date or in force from time to time.</p> <p>The Rail siding operator eligibility shall be fulfilled by Developer based on guidelines of Indian Railways.</p>
9.	Estimated Landed Project Cost	<p>Rs. 100 Crore</p> <p>(The Estimated Landed Project Cost includes cost of minimum as well as suggested components, Interest</p>

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		During Construction, Lease Rentals during construction, Land Premium, Stamp duty and Registration Charges, Permissions, Approvals, Deposits etc)
Implementation Structure		
10.	Implementation Format	Public Private Partnership
11.	Institutional Structure for Implementation	<ul style="list-style-type: none"> ▪ Special Purpose Company (SPC) shall be formed by the Preferred Bidder under the Indian Companies Act-1956, exclusively for implementation of the Project in terms of the Authorisation Agreement. This is a mandatory requirement. ▪ In case the selected Private Sector Entity or the Consortium of Private Sector Entities is a foreign/international one, the same shall have to set up an Indian subsidiary and get it registered under the Companies Act, 1956 before commencement of the project work. ▪ SPC shall have one nominee Director representing NRDA, Government of Chhattisgarh or any government body representing Govt of Chhattisgarh.
12.	Foreign Direct Investment (FDI)	Permissible, subject to the Government of India guidelines as applicable from time to time
13.	Authorization Format	Build Own Operate & Transfer (BOOT)
14.	Authorization Period	60 years including construction period from the date of signing of the Authorisation Agreement. Additional 30 years on “Right of First Refusal” basis
15.	Lease Period	Sixty Years co-terminus with the Authorization Period. Initially the Lease Period shall be for 30 years and shall be renewed for another 30 years automatically. No sub-leasing of the Land by the Authorisee shall be allowed. However, NRDA may consider sub leasing of land in case of Petrol Pumps based on written request from the developer.
16.	Project Implementation Plan	The Authorisee shall complete Minimum Development Obligations within Seven years from the date of signing of Authorisation Agreement as per the details given below: <ul style="list-style-type: none"> a) All Project Development activities such as Environmental Clearance/ approvals from town planning department/ approval for water supply,

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		<p>power from municipal authorities and all other statutory approvals required to be completed in one year from the date of signing of Authorisation Agreement.</p> <p>b) Construction of roads, cross drainage work, storm water drains, electric power supply and distribution, water supply, construction of boundary wall, landscaping to be completed in two years from the date of Authorisation Agreement</p> <p>c) Truck Parking and allied infrastructure facilities to be completed within three years from the date of signing of Authorisation Agreement</p> <p>d) Warehousing and all other ancillary facilities to be completed within four years from the date of signing of Authorisation Agreement</p> <p>e) Rail siding, Container Freight Station, platforms and all Project related activities to be completed within Seven year from the date of signing of Authorisation Agreement.</p> <p>The Project Implementation Plan shall follow the Project Implementation Milestones as defined in the RFP.</p> <p>The Authorisee has to undertake all studies and apply for rail siding at its own cost. NRDA would facilitate the approvals from Ministry of Railways.</p>
Eligibility		
17.	Eligibility Criteria	<p>The details provided by the Bidder shall be evaluated on the basis of following Eligibility Criteria:</p> <p><u>A. Financial Criteria:</u></p> <p>The Bidder should have:</p> <p>i Average Annual Turn-over of Rs. 25 crore (or equivalent) in the past three (3) financial years (i.e FY 10-11, FY 09-10 and FY 08-09)</p> <p>AND</p> <p>ii Minimum Net-worth of Rs. 25 crore (or equivalent) in the past financial year, i.e., on 31.03.2011</p>

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		<p><u>B. Experience Criteria:</u></p> <p>The Bidder should have developed and commissioned as a Contractor or Developer, either on its own or as a Lead Member of a Consortium:</p> <p>(i) ‘Related sector projects’ aggregating minimum Project Cost of Rs. 50 Crore (Rupees Fifty Crore only) in maximum three projects within past 5 (Five) years immediately preceding the date of submission of Bid. Projects having the following components as main project components, would be considered as ‘related sector projects’:</p> <ul style="list-style-type: none"> ▪ Logistics Facility(ies) / Logistics Hub ▪ Inland Container Depot / Container Freight Station ▪ Truck Terminal ▪ Warehouses of all types ▪ Integrated Freight Complex ▪ Air Cargo Complex ▪ Container Terminal at Ports ▪ Railway Station / Terminal ▪ Airport Terminal ▪ Railway Sidings ▪ Bus Terminal <p>(OR)</p> <p>(ii) is licensed to run container freight trains by Government of India</p> <p>(OR)</p> <p>(iii) ‘Other sector projects’ of aggregating minimum Rs. 150.0 Crore (Rupees One Fifty Crore only) in maximum 3 (three) projects within last 5 (five) Financial Years as a Developer or Contractor, preceding the date of submission of Bid. The following sectors only be considered as ‘Other sector projects’:</p> <ul style="list-style-type: none"> ▪ Roads/ Expressways ▪ Bridges ▪ Industrial Parks ▪ Sea/ River Port ▪ Airport

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		<p>Note: Exception to High Net-worth Bidders: If a Bidder (Sole – Bidder/Lead member of consortium) is having a minimum Net-worth of Rs. 100 Cr. as on 31st March 2011, then the Bidder need not meet the Experience Criteria for qualification/ eligibility.</p> <p><u>C. Qualification through Affiliates:</u></p> <p>In computing the Financial Capability and Experience of the Bidder/ Consortium Member, the Financial Capability and Experience of their respective Affiliates, will also be appropriately considered. In either case, the ownership relation between the Bidder and the Affiliate(s) must be explained</p> <p>For purposes hereof, “Affiliate” means, in relation to the Bidder/ Consortium member, a person who controls or is under the common control with such Bidder/ Consortium member (the “Affiliate”). 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, whether by operation of law or by contract or otherwise.</p> <p>If the financial qualification for the “Affiliate” is used, then an undertaking from the “Affiliate” on a stamp paper is to be submitted indicating that the “Affiliate” will fulfill the financial obligations on behalf of the bidder as per requirement of the Project as per terms and conditions of the RFP/ Agreement without any demur.</p> <p><u>D. Criteria for a Consortium:</u></p> <p>(i) The maximum number of Members in a Consortium shall be limited to 3 (three) including the Lead Member.</p> <p>(ii) In the case of a bidding consortium, the Lead Member shall hold minimum 51% of equity and each of the other members shall have to hold minimum 11% of the total equity</p>

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		<p>(iii) In case of a bidding consortium, the above experience criteria shall apply to the Consortium as a whole, provided, any one of the Members of the consortium should meet the experience criteria fully.</p> <p>(iv) In case of Financial Criteria the lead member shall fulfill at least 50% of the Financial Criteria as mentioned above, and each other Constituent Member shall individually fulfill at least 11% of the Financial Criteria.</p> <p>(v) The single entity Bidder/Consortium Bidder as a whole shall hold the equity in project SPC at all times till the end of 2 years from the Commercial Operations Date (COD) or Nine Years whichever is later, wherein no alteration in equity share holding pattern will be allowed.</p> <p>(vi) “Commercial Operation Date” or “COD” means the date on which the Independent Engineer issues the Provisional Certificate or the Completion Certificate, whichever is earlier, upon which the Authorisee commences Commercial Operations. The COD is not to exceed 10 years from the date of signing of Authorisation Agreement.</p> <p>(vii) Composition of a Consortium shall not be allowed to be altered before the end of 2 years from the COD.</p> <p>(iii) The single entity Bidder/Consortium Bidder as a whole shall be required to commit to hold minimum 51% of equity in the Project SPC at all times beyond the period of two (2) years from the COD or Nine Years whichever is later, wherein no alteration in minimum equity share holding pattern will be allowed, which means Lead Member shall hold minimum 26% equity in the Project SPC and each of the other members shall hold minimum 5% of equity at all times during the Authorisation period.</p>
Bid Conditions		
18.	Project Development Fee	<p>One time irrevocable and non refundable payment of Project Development Fee payable in the form of Demand Draft drawn in favour of “Naya Raipur Development Authority” from any nationalized/ scheduled bank (excluding co-operative banks) for an amount of Rs.2.075 Crores.</p> <p>This amount needs to be paid within 15 days of issue of Letter of Intent (LoI) as a precondition to the signing of AA.</p>

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19.	Land Premium to be paid to NRDA	<p>The Land Premium of Rs. 10.00 Lac per acre to be paid by preferred bidder as per the details given below:</p> <ul style="list-style-type: none"> a) 25% of the Land Premium to be paid at the time of signing of Authorisation Agreement b) 25% of the Land Premium to be paid within one year from the date of signing of Authorisation Agreement c) 25% of the Land Premium to be paid within two year from the date of signing of Authorisation Agreement d) 25% of the Land Premium to be paid within three year from the date of signing of Authorisation Agreement
20.	Bank Guarantee for unpaid 'Land Premium'	<p>The Preferred Bidder shall furnish Bank Guarantees to NRDA towards the unpaid "Land Premium" at the time of signing of Authorisation Agreement.</p> <p>The Preferred Bidder shall have option to pay any or all of the above mentioned payments 'in one single installment at the time of signing of Authorisation Agreement.</p> <p>Submission of Bank Guarantee shall be necessary only for the balance amount towards unpaid installments. The Bank Guarantee would be stepped down in line with the payments made by Authorisee yearly (of Rs.2.5 Cr per year)</p>
21.	Bid Parameter - Concession Fee	<ul style="list-style-type: none"> (i) Concession Fee in terms of percentage share of the Gross Revenue of Project SPC from the Project payable to NRDA after completion of four years (on the first day of start of 5th Financial Year from the date of signing of AA). (ii) The Concession Fee shall be payable within 10 days from the start of each quarter in advance based on estimated revenue calculated on the basis of percentage quoted by the bidder as bid parameter for that Financial Year distributed quarter wise or Reserve Concession Fee applicable for the Financial Year whichever is higher. (iii) Gross Revenue shall mean any income or any kind of inflow of any amount to the Athorisee / Project SPC including but not limited to any inflow from the project assets created, any lease, sub lease, license, rent, advertisement rights, user charges etc.

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		<p>(iv) After the end of fourth year from the date of signing of the Authorisation Agreement, an escalated amount of Rs. 25 Lacs (“Reserve Concession Fee”) (for the first year it will be Rs. 25 Lakhs only) or X% (as quoted by the bidder) of Gross Revenue, whichever is higher, shall be paid by the Authorisee to the Grantor on every year (payment of the entire amount shall be distributed over the quarters and shall be made quarterly in advance) during the entire Authorisation Period towards Concession Fee.</p> <p>(v) The Reserve Concession Fee (Rs. 25 Lacs) shall be applicable only after the end of fourth year from the date of signing of the Authorisation Agreement and shall be compounded by a rate of escalation of 5% every year during the subsequent years of the Authorisation Period.</p> <p>(vi) X% shall be calculated on the cash basis of accounting method and not on accrual basis, which means, X% of the amount received in actual shall be payable by the Authorisee to the Grantor and not the income accrued to the Authorisee but not received</p> <p><i>‘X’ is the percentage of revenue sharing quoted by the successful bidder</i></p> <p>(vii) It is further clarified that the Gross Revenue means the pre-tax but post depreciation gross revenues of the Authorisee for any period including all amounts received (or which would have been received) from any inflow from the project assets created, any lease, sub lease, license, rent, advertisement rights, user charges and all other inflow and all other net amounts which fall (or would fall) to be credited to the profit and loss account of the Authorisee for the Accounting Year in which the relevant period falls excluding (i) insurance proceeds except insurance indemnification for loss of revenue; and (ii) payments and/or monies collected by the Authorisee for and on behalf of any Government Authorities under Applicable Laws.</p> <p>(viii) It is clarified that the amounts payable to the Grantor under this Agreement shall not be deducted for calculation of Gross Revenue.</p>

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22.	Annual Lease Rentals for the Land	<p><u>Upto 30 Years</u></p> <p>2.0% of the “Total Land Premium” to be paid to NRDA..</p> <p><u>31st to 60 Years</u></p> <p>4.0% of the ”Total Land Premium” to be paid to NRDA.</p>
23.	Bid Validity	180 days from the date of bid submission
24.	Bid Security	Rs. 1.00 Cr. (Rupees One Crore only) in the form of a Bank Guarantee/Demand Draft , in favor of “Naya Raipur Development Authority”, issued from Any scheduled Bank (excluding cooperative banks) having operable Branch at Raipur, shall be furnished along-with the submission of the Bid.
25.	Validity of Bid Security	240 days from the Bid submission date or date of payment of Performance Security, whichever is later.
26.	Performance Security	Rs. 5 Cr. (Rupees Five Crores only only) in the form of a Bank Guarantee , shall be furnished at the time of signing the Authorisation Agreement valid for Nine Years from the date of signing of Authorisation Agreement.
Bid Submissions		
27.	Bid Submissions	<p>Bids shall be submitted in the following two sealed envelopes all put together in an “Outer Envelope”:</p> <p>a) Envelope 1: Capability Statement & Technical Bid</p> <p>b) Envelope 2: Price Bid</p>
28.	Outer Envelope	<ol style="list-style-type: none"> 1. Covering Letter 2. Checklist of Submissions 3. Bid Security Rs. 1.00 crore in the form of Bank Guarantee/Demand Draft 4. Letter of Undertaking that the bidder is not barred by GoI/GoCG or any other State Government or agency for participating in any category of infrastructure projects 5. Consortium Agreement (in case of Consortium) 6. Power of Attorney for the Bid Signatory 7. Power of Attorney for lead member (in case of Consortium)
29.	Envelope 1: Capability Statement & Technical Bid	Bidders are required to submit Capability Statement & Technical Bid in Envelope I of the Bid submission as per Part B of section III of Volume I of the RFP.

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		<ul style="list-style-type: none"> • An undertaking to comply to the following requirements as a part of Technical Bid • the Minimum Development Obligations including minimum area requirements; • Development Guidelines as per development Plan of Naya Raipur City- 2031; • Implementation Plan/ Project Completion Period as specified in the RFP; • the Technical Specifications, the Performance Standards etc. as stipulated in the RFP; • the Environmental Norms of the State and Central Government
30.	Envelope 2: Price Bid	The Bidders shall be required to submit their Price Bids in the form of “Concession Fee” payable to NRDA as a percentage of Gross Revenue payable during the Authorisation Period starting from completion of four years.
Bid Evaluation		
31.	Bid Evaluation	<ul style="list-style-type: none"> ▪ Outer Envelop : Mandatory compliance ▪ Envelope 1: Compliance - Pass/Fail ▪ Envelope 2: Highest Quote of Land Premium’
32.	Pre conditions for Signing Authorization Agreement	<p>Signing of Authorization Agreement will be within 30 days from the issue of Letter of Intent (LoI).The followings are the pre-conditions for the signing of Authorisation Agreement.</p> <ul style="list-style-type: none"> ▪ Irrevocable and Non Refundable payment of Rs.2.075 Cr to NRDA in the form of Demand Draft drawn from any Nationalised / Scheduled Bank (except co operative banks) within 15 days of issue of LoI. (referred as “Project Development Fee”) ▪ Payment of minimum of 25% of the Total Land Premium quoted by the Preferred Bidder in the form of Demand Draft (amounting to Rs.2.5 Cr) ▪ Payment Annual Lease Rentals in the form of Demand Draft (DD) as stipulated in the RFP (amounting to Rs.20 lacs) ▪ Submission of irrevocable and unconditional Bank Guarantee towards the balance amount of the Total Land Premium (amounting to Rs.7.5 Crores) ▪ Submission of irrevocable and unconditional Performance Security (Bank Guarantee) for Rs 5.0 Crore (Rupees Five Crore only). ▪ Formation of Speical Purpose Company as stipulated on the RFP

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Other Details		
33.	Compliance Period (Conditions Precedent Period) and Responsibilities of the parties	<ol style="list-style-type: none"> 1. One year from the date of signing of Authorisation Agreement 2. Responsibilities of the parties as below: <ul style="list-style-type: none"> • Grantor: <ol style="list-style-type: none"> 1. To handover the land free of Encumbrances to the authorisee • Authorisee: <ol style="list-style-type: none"> i. Submit and get approval for DPR from Grantor ii. Take all necessary approvals including Environment clearances required to start the constructions from relevant agencies iii. Achieving of financial closure <p>The conditions precedent are more detailed in the RFP document and shall be binding</p> <p>In case of non fulfillment of condition precedent by Grantor milestones including payment conditions (only land premium) will be deferred till fulfillment of condition precedent.</p> <p>In case of non fulfillment of condition precedent by Authorisee, penalty shall be applicable as per the RFP.</p>
34.	Development Guidelines	<p><u>Development Guidelines:</u></p> <ol style="list-style-type: none"> a) All site and building related developments shall adhere to the Naya Raipur Development Plan-2031. b) In case at the time of development/ construction, if the guidelines of the Naya Raipur Development Plan-2031 does not provide the relevant development control then in such case/s Chhattisgarh Bhoomi Vikas Rules-1984 shall be referred and adhered to. c) All the facilities/ building/ structures/ developments shall adhere to the Technical Specifications as given in, Section-II, Volume I of RFP.
35.	Technical Specifications	<p>As per applicable BIS Codes and other Indian Standards and International Standards. (e.g. Indian Road Congress (IRC)/ National Highways Authority of India (NHAI)/ National Building Code (NBC) etc. as applicable. Further details of Technical Specifications in terms of Planning as well as Construction have been provided in Section-II, Volume I of RFP.</p>

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36.	Operator for Rail Siding	The preferred bidder has to follow Govt of India/ Department of Railways/ any other relevant guidelines applicable at the time of applying for permissions for construction and operation of rail siding
37.	Facility to be open to public/ general usage	The facilities specified as Minimum Development Obligations are for the purpose of common use to the users/industry/local trade of Raipur & Chhattisgarh State. In case the developer wants to develop the facilities for his exclusive use, they should be over and above the minimum development obligations.
38.	Entry into the Logistics Hub	The Logistics Hub abuts NH-6. The entry to the proposed Logistics Hub shall be decided/ taken up based on consultation with the National Highway Authority of India
39.	Cost of RFP/Bid Document	Rs. 5,000/- (Rupees Five Thousand only), in cash OR through a DD, drawn on a Nationalised Banks/ scheduled bank (excluding cooperative banks) in favour of "Naya Raipur Development Authority" and payable at Raipur. It can be sent through courier, on payment of Rs. 500/- (Rupees Five Hundred only) extra, on written request. However NRDA will not be responsible for any delay, loss or non-receipt of the same.
Important Dates		
40.	Issue of RFP	20.06.2011
41.	Last date of receipt of queries	15.07.2011
42.	Pre-Bid Meet	19.07.2011
43.	Last date of receipt of Bids	12.08.2011
Note: Amendments/Addendum/Corrigendum, to the RFP if any, shall not be advertised in newspapers, but shall posted on the website: www. nayaraipur.com only		