

BID SUMMARY
of
Request For Proposal
Logistics Hub

at Naya Raipur, Chhattisgarh



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. The Bid summary 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 at the northern boundary of Naya Raipur City, abutting to NH-6 and Raipur-Vishakhapattanam Broad Gauge Rail Line,
4.	Site area	100 acres (40.47 hectares)
5.	Grantor	Naya Raipur Development Authority (NRDA)
6.	Project Components- Minimum Development Obligations	<ul style="list-style-type: none"> ▪ Railway Siding with One Rail Line as per specifications of Indian Railways. ▪ Container Freight Station: Container Terminal for handling minimum 25,000 TEUs/Per Annum for domestic or EXPORT- IMPORT. ▪ Truck Terminal: Idle truck parking space for minimum 1000 trucks at the rate of minimum 25 sq.mt per truck along with required freight handling platforms. ▪ Warehouses- Minimum built-up area of 20,000 sq.mt. ▪ Support Facilities and on-site infrastructure like road network, cross drainage works, storm water drains, parking areas with hard pavement to sustain multi axle truck/ trailer loads, power supply and distribution, water supply, noise & air pollution prevention arrangements, rain-water harvesting, sewage treatment with facility for separation of oil and recycling of water, solid waste management, landscaping, security, fire safety services (including sprinklers, fire alarms etc.) of entire facilities are required as per the provisions of National Building Code and other services required for the facility. ▪ Ancillary Facilities: <ul style="list-style-type: none"> ○ Commercial Business Centre/Convenient Shopping Centre with minimum built up area of 5000 sq.mt. ○ Office Complex for Logistics/3PL Operators with minimum built up area of 1000 sq.mt. ○ Office space for three Banks along with ATMs with a minimum built up area of 900 sq.mt. ○ Maintenance Workshop for equipments & Cleaning of Containers with a minimum built up area of 1000 sq.mt. ○ Automobile Service Centers with Spare Parts & Automobile Accessories with a minimum built up area of 1000 sq.mt. ○ Budget Hotel of minimum 75 rooms however, the developer shall develop a hotel with minimum 20 rooms initially within a period of 5 years and the remaining rooms may be developed later on based on demand assessment submitted to NRDA and approved by NRDA

S. N.	Key Information	Details
		<ul style="list-style-type: none"> ○ Dormitories to accommodate minimum built up 100 persons. ○ Post Office/ Courier Centre with minimum built up 300 sq.mt area ○ Hospital and Trauma Care Centre with minimum 10 beds with 24 Hrs OPD facilities ○ Recreational facilities/ complex with minimum area of built up 5000 sq.mt like Open Air theatre etc. ○ Economical Eateries, Dhabas/ Canteens/Restaurants/ Cafeterias with minimum built up 1500 sq mt area ○ Fuel Station/Petrol Pumps – 3 no. <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>
7.	Estimated Landed Project Cost	<p>Rs. 130.00 Crore</p> <p>(The Estimated Landed Project Cost includes reserved premium of land, cost of developing minimum development obligations, Interest During Construction, Lease Rentals during construction, Land Premium, Stamp duty and Registration Charges, Permissions, Approvals, Deposits etc)</p>
Implementation Structure		
8.	Implementation Format	Public Private Partnership
9.	Institutional Structure for Implementation	<ul style="list-style-type: none"> ▪ Special Purpose Company (SPC) shall be formed by the Preferred Bidder before execution of the Authorisation Agreement. 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 Indian 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.
10.	Foreign Direct Investment (FDI)	Permissible, subject to the Government of India guidelines as applicable from time to time
11.	Authorisation Format	Build, Operate & Transfer (BOT)
12.	Authorisation Period	<p>60 years including construction period from the date of signing of the Authorisation Agreement. Initially the Authorisation Period shall be for 30 years with a provision of renewal for a period of another 30 years on completion of initial term of 30 years.</p> <p>For additional term of 30 years after completion of 60 years Authorisation Period the Grantor shall have the right to invite an</p>

S. N.	Key Information	Details
		open bid for selecting a private partner for operation, management and maintenance of the Project facilities, where the Authorisee will have the “Right of First Refusal” , provided there was no default or breach during the last 60 years of Authorisation Period.
13.	Lease Period	<p>Thirty Years with an option of renewal for a period of another 30 years, co-terminus with the Authorization Period.</p> <p>No sub-leasing of the Land by the Authorisee shall be allowed.</p> <p>Additional 30 years (after completion of 60 years Authorisation Period) on “Right of First Refusal” basis, co-terminus with the Authorisation Period.</p>
14.	Project Completion Period	<p>The Authorisee shall complete Minimum Development Obligations within Five Years from the date of signing of Authorisation Agreement as per the details given below:</p> <ul style="list-style-type: none"> a) All Project Development activities such as Environmental Clearance/ approvals from town planning department/ approval for water supply, power from municipal authorities and all other statutory approvals required to be completed in one year from the date of signing of Authorisation Agreement. 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 c) Truck Parking and allied infrastructure facilities to be completed within three years from the date of signing of Authorisation Agreement d) Warehousing and all other ancillary facilities to be completed within four years from the date of signing of Authorisation Agreement e) Rail siding, Container Freight Station, platforms and all Project related activities to be completed within five years from the date of signing of Authorisation Agreement. <p>The Authorisee has to undertake all studies and apply for rail siding at its own cost.</p> <p>NRDA would facilitate the approvals from Ministry of Railways.</p>
Eligibility		

S. N.	Key Information	Details
15.	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. 75 crore (or equivalent) in the past three (3) financial years (FY 07-08, FY 08-09 and FY 09-10)</p> <p>AND</p> <p>ii Minimum Net-worth of Rs. 32.5 crore (or equivalent) in the past financial year 31.03.2010</p> <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' cumulative Project Cost of equal or more than Rs. 75.0 Crore (Rupees Seventy Five Crore only) within past seven Financial Years (FY 09-10, FY 08-09, FY 07-08, FY 06-07, FY 05-06, FY 04-05 and FY 03-04). The following sectors 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 (any type) ▪ Integrated Freight Complex ▪ Air Cargo Complex ▪ Container Terminal at Ports ▪ Railway Station / Terminal ▪ Airport 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 cumulative projects cost of equal or more than Rs. 150.0 Crore (Rupees One Fifty Crore only) within last seven Financial Years (FY 09-10, FY 08-09, FY 07-08, FY 06-07, FY 05-06, FY 04-05 and FY 03-04) as a Developer or Contractor. The following sectors only be considered as 'Other sector projects':</p> <ul style="list-style-type: none"> ▪ Roads/ Expressways

S. N.	Key Information	Details
		<ul style="list-style-type: none"> ▪ Bridges ▪ Industrial Parks ▪ Sea/ River Port ▪ Airport <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, with respect to a specified Person, any Person which is a holding company or subsidiary of such specified Person, or any Person which directly or indirectly, (a) owns or controls such specified Person, (b) is owned or controlled by such specified Person, or (c) is owned or controlled by the same Person, who, directly or indirectly, owns or controls such specified Person. For the purposes of this Document, the terms "holding company" and "subsidiary" shall have the meaning ascribed to them under Section 4 of the Companies Act, 1956 and the term "control" shall mean:</p> <ul style="list-style-type: none"> (a) control over the composition of majority of board of directors of a company; or (b) control of more than 50% (fifty percent) of the voting shares of such Person (c) 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>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> <ul style="list-style-type: none"> (i) The maximum number of Members in a Consortium shall be limited to 3 (three) including the Lead Member. (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 (iii) In case of a bidding consortium, the required Experience Criteria shall apply to the Consortium as a whole, that is,

S. N.	Key Information	Details
		<p>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), 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</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>(viii) 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, 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		
16.	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
17.	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</p>

S. N.	Key Information	Details
		Guarantee would be stepped down in line with the payments made by Authorisee yearly (of Rs.2.5 Cr per year)
18.	Project Development Fee to be paid to NRDA	Onetime irrevocable and non refundable payment of Project Development Fee of Rs.2.05 Cr (including service tax) to be paid by the Preferred Bidder to NRDA, payable at Raipur by way of Demand Draft within 15 days from the date of issue of Letter of Intent (LOI)
19.	Bid Parameter - Concession Fee	<p>(i) Concession Fee in terms of percentage share of the Gross Revenue of Project SPC from the Project payable to NRDA from the date of signing of Authorization Agreement.</p> <p>(ii) The Concession Fee shall be payable within 10 days from the end date of each quarter of each Financial Year at the rate of X% of the Gross Revenue received by the Project SPC.</p> <p>(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.</p> <p>(iv) From the date of signing of the Authorisation Agreement till the end of fifth year or from the COD till the end of second year, whichever is earlier, X% of Gross Revenue, as quoted by the winning bidder, shall be paid by the Authorisee to the Grantor on every year (shall be distributed and paid at the end of each quarter)</p> <p>(v) After the end of fifth year from the date of signing of the Authorisation Agreement or after the end of second year from the COD, whichever is earlier, an escalated amount of Rs. 25 Lacs (for the first year it will be Rs. 25 Lakhs only) or X% 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) during the entire Authorisation Period towards Concession Fee</p> <p>(vi) The Rs. 25 Lacs amount shall be applicable only after the end of fifth year from the date of signing of the Authorisation Agreement or after the end of second year from the COD, whichever is earlier, and shall be compounded by a rate of escalation of 5% every year during the subsequent years of the Authorisation Period.</p> <p>(vii) The quarterly payments shall be made along with the certificate of the Auditor for the quarter certifying the actual amount received during the quarter</p>

S. N.	Key Information	Details
		<p>(viii) 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>(ix) 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>(x) It is clarified that the amounts payable to the Grantor under this Agreement shall not be deducted for calculation of Gross Revenue.</p>
20.	Annual Lease Rentals for the Land	<p><u>Upto 30 Years</u></p> <p>2.0% of the "Total Land Premium" shall be payable at the beginning of every year by the Authorisee to NRDA, within 30 days from the beginning of the year under consideration.</p> <p><u>31st to 60 Years</u></p> <p>4.0% of the "Total Land Premium" shall be payable at the beginning of every year by the Authorisee to NRDA, within 30 days from the beginning of the year under consideration..</p>
21.	Bid Validity	180 days from the date of bid submission
22.	Bid Security	Rs. 1.30 Cr. (Rupees One Crore Thirty Lacs only) in the form of a Bank Guarantee operable Branch at Raipur, shall be furnished along-with the submission of the Bid.
23.	Validity of Bid Security	210 days from the Bid submission date
24.	Performance Security	Rs. 7.0 Cr. (Rupees Seven Crore only) in the form of a Bank Guarantee from any Nationalised Banks having an operable Branch at Raipur, shall be furnished at the time of signing the Authorisation Agreement. This bank Guarantee shall remain valid for five years from the date of signing of Authorisation Agreement.
Bid Submissions		
25.	Bid Submissions	Bids shall be submitted in the two sealed envelopes all put together in an "Outer Envelope":

S. N.	Key Information	Details
		a) Envelope 1: Capability Statement & Technical Bid b) Envelope 2: Price Bid
26.	Outer Envelope	<ol style="list-style-type: none"> 1. Covering Letter 2. Checklist of Submissions 3. Bid Security Rs. 1.30 crore in the form of Bank Guarantee 4. Letter of Undertaking that the bidder/ its Affiliate 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) 8. Proof of Purchase of RFP document
27.	Envelope 1: Capability Statement & Technical Bid	<ol style="list-style-type: none"> 1. 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. 2. An undertaking to comply to the following requirements as a part of Technical Bid <ul style="list-style-type: none"> • the Minimum Development Obligations including minimum area requirements; • Development Guidelines as per Naya Raipur Development Plan 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 Governments; 3. Any other regulation as may be applicable.
28.	Envelope 2: Price Bid	<p>The Bidders shall be required to submit their Price Bids as per the format as specified in Part C of Section III, Volume I of the RFP duly filled in quoting ‘The revenue share in terms of percentage (upto 2 decimal places) payable to NRDA from date of signing of Authorisation Agreement payable on 01st of every quarter of every year (“Due Date”) during the entire Authorisation Period.</p> <p>For the purpose of understanding, the financial year in which the Agreement is signed is treated as the first financial year. Amount of payment for an incomplete quarter shall be calculated on pro-rata.</p>
Bid Evaluation		
29.	Bid Evaluation	<ul style="list-style-type: none"> ▪ Outer Envelop : Mandatory compliance ▪ Envelope 1: Compliance - Pass/Fail ▪ Envelope 2: Highest Quote of Revenue Share in percentage terms’
30.	Signing of Authorization	Signing of Authorization Agreement will be within 30 days from the issue of Letter of Intent (LoI).The followings are the pre-

S. N.	Key Information	Details
	Agreement	<p>conditions for the signing of Authorisation Agreement.</p> <ul style="list-style-type: none"> ▪ Payment of Project Development Fee to NRDA within 15 days of issue of LoI, in the form of Demand Draft. ▪ Payment of 25% of the Total Land Premium in the form of Demand Draft. ▪ Payment Annual Lease Rentals in the form of Demand Draft (DD) as stipulated in the RFP. ▪ Submission of irrevocable and unconditional Bank Guarantee towards the balance amount of the Total Land Premium. ▪ Submission of irrevocable and unconditional Performance Security (Bank Guarantee) for Rs 7.00 Crore (Rupees Seven Cores only). ▪ Submission of Article of Association and Memorandum of Association along with the Certificate of Incorporation of Special Purpose Company for the Project, as stipulated in the RFP
Other Details		
31.	Development Guidelines	<p><u>Development Guidelines:</u></p> <ul 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. d) NRDA may specify certain additional guideline in the interest of the project.
32.	Technical Specifications	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.
33.	Operator for Rail Siding	The preferred bidder has to follow Govt of India guidelines, by way of associating with an operator qualified to operate the siding (if the preferred bidder does is not qualified to operate the rail siding) with a valid and binding Agreement and with prior permission of the Grantor. Any changes on the Arrangement during the Authorisation Period shall be with the approval from the Grantor only.
34.	Restricted Components in the Project	Wholesale Mandi is not permitted inside the Project Area. `
35.	Creation of Escrow	The developer has to enter into Escrow Agreement with the

S. N.	Key Information	Details
	Account	Grantor and an Escrow Account to be created for the purpose of revenue receipts.
36.	Appointment of Independent Auditor	Within 30 days from the date of Authorisation Agreement, an independent Auditor shall be appointed by NRDA for the purpose of verification of accounts/ transactions of the SPC and for certifying the income of the Project SPC. The remuneration to the Independent Auditor to be paid by the Authorisee.
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. 10,000/- (Rupees Ten Thousand only), in cash OR through a DD, drawn on a scheduled bank 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	03-09-2010
41.	Last date of receipt of Bids	14-10-2010
42.	Amendments/Addendum /Corrigendum, to the RFP	Amendments/Addendum/Corrigendum, to the RFP if any, shall not be advertised in newspapers, but shall post on the website: www. nayaraipur.com only