<u>PART C:</u> <u>REQUEST FOR PROPOSAL</u> (RFP)

TABLE OF CONTENTS

PART	° C:	1
TABL	E OF CONTENTS	2
C-1	SCOPE OF WORK	4
Bus S	helter (BS) specifications have also been made the part of the tender documents.	4
(1) Pr	eparation of Construction Drawings	5
(2) Co	onstruction Works	5
(3) Op	perational Management	5
(4) Ma	aintenance Works	5
(5) Se	rvices to be Provided	6
C-2 P	ROJECT COST	6
C-3 R	EVENUE GENERATION SOURCES	6
Adver	tisement is the identified and permitted source of revenue from the Bus Shelters	6
C-4 D	ETAILS TO ACCOMPANY RFP	6
4.1	TECHNICAL PROPOSAL	6
4.1.1	Organizational Structure during Construction and Operation	7
4.1.2	Construction Schedule	7
4.1.4	Maintenance Schedule	7
4.1.5	Employment Schedule	7
4.1.6	Conformity and Improvements	7
4.1.7	Cost estimates of the Bus Shelter	7
4.2	FINANCIAL PROPOSAL	8
The bi	idder shall submit the financial proposal giving the following details;	8
Table	1 – Construction Price Schedule	8
Table	2: Operation and Maintenance Price Schedule1	.0
Table	3: Grand Total Summary 1	.0
Appe	ndix 61	.1
FORM	AT FOR CONCESSION FEE	.1
Autho	rized Signatory1	.1

ANNEXURES	12			
FORMS OF SECURITIES	12			
Annex A: Bid Security (Bank Guarantee)	12			
Annex A	13			
EMD/BID SECURITY (BANK GUARANTEE)	13			
(To be furnished by the Bidder along with the Bid)	13			
PERFORMANCE SECURITY FOR CONSTRUCTION (BANK GUARANTEE)	15			
PERFORMANCE SECURITY FOR OPERATION & MAINTENANCE (BANK				
GUARANTEE)	18			

C-1 SCOPE OF WORK

1.1 Description

Bus Shelter (BS) specifications have also been made the part of the tender documents.

- The dimension of Bus Shelters for Three Pole shelters shall be and 10 m x 2 m. Prospective bidder can physically inspect the model Bus Shelter erected by the IT Expressway Ltd, at various locations in Rajiv Gandhi Salai from SRP Tools junction to Siruseri for reference purposes.
- 2. All the structural members of the Bus shelters shall be of Stainless Steel of ASTM 304 Grade.
- 3. The list of locations of Three pole shelters are enclosed in Annexure 2 and may be modified as per site conditions
- 4. The covering of the roof shall be made of polycarbonate sheet, not less than 10 mm thick, and colour of the roof shall be approved prior to construction (preferably transparent) from the Engineer-in-Charge of ITEL. The fixing of roof shall be performed in a manner so as to make the roof leak-proof and shall withstand wind-loading under all conditions and as per standard specifications as applicable.
- 5. Coloured shade pre-fabricated cement concrete tiles shall be provided in the flooring over the base of plain cement concrete in the area not less than or 50 sq. m., as appropriate considering the dimensions of the Bus Shelter. Colour of the flooring tiles shall be approved by the Engineer-in-Charge of ITEL prior to construction.
- 6. The minimum clear roof height between the flooring and the ceiling shall be 3.60 metres.
- 7. The area for advertisement in each Three Pole Bus Shelter is restricted to 180 Sq.Ft. (Back Panel size of (21' 0" length) x (5' 0" height) and Top Panel Size of (25' 0" length) x (3' 0" height) only.
- 8. Bus route numbers, public awareness slogans and postal index No. shall be displayed at top side of the Bus Shelter.
- 9. Advertisement(s) shall be mounted only on the Back Panel and Top panel (Facing the road) in accordance with the area specified above.
- 10. Advertisement(s) will not be allowed on angular or side panels.
- 11. Stand alone panels will not be allowed.
- 12. Space shall also be reserved for provision of a clock and route map at the location within each Bus Shelter as directed by the Engineer-in-charge of ITEL.
- 13. Hand-rails of Stainless Steel ASTM 304 grade shall be provided in the Bus Shelters parallel to the kerb. Height of installation, arrangement of rails, spacing and related requirements shall be as directed by the Engineer-in-charge of ITEL.
- 14. Suitable seating arrangement shall be provided for a minimum of ten (10) persons in each bus shelter.
- 15. Suitable kerb shall be constructed to facilitate ease of boarding and alighting of passengers, particularly physically challenged and senior citizens. Ramps shall also be provided on both sides of the Bus Shelter for ease of access for physically challenged persons and Senior Citizens with a minimum slope of 1:40.
- 16. Materials used for construction including items such as fasteners, ties etc. as applicable, shall be vandalism proof.

The construction drawings, including foundation drawings are to be prepared by the successful bidder as applicable and supported by necessary calculations and estimates and utilizing most recent version of standard specifications and requirements and submitted for approval from the Engineer-in-Charge, ITEL.

1.2 Facility Planning

The Concessionaire shall construct structurally sound and aesthetically appealing facilities as per plans provided by the ITEL. However, in areas where deviations are necessitated due to space or location constraints, the ITEL shall consider permitting such variations with prior approval in Consultation with Engineer-in-Charge. The requisite services as may be essential from the users' points of view would be provided by the Concessionaire.

1.3 Specific Scope of Work

The project scope would include the following major activities:

(1) Preparation of Construction Drawings

This includes the following:

(a) Preparation of Construction drawings as per the specifications and requirements including structural designs and obtaining approval of the ITEL.

(2) Construction Works

This includes the following:

- (a) Necessary site clearing, restoration and preparation of working surface.
- (b) Removing and relaying of paver block, sand & other crust materials, once the work is completed.
- (c) Construction of modern user and environment friendly Bus Shelters as per the design, drawings and specifications provided by ITEL.

(3) Operational Management

This includes Bus Shelters' operations i.e. regular cleaning of the shelter and its surrounding areas, functioning of user amenities, provision of dedicated security personnel who will also assist physically challenged and senior citizens, handling emergency situations, functioning of information and communication systems, if any, availability of basic infrastructure requirements such as electricity for lighting purposes, proper drainage, removal of municipal solid waste, and telecommunication would form part of operations.

(4) Maintenance Works

It will include, but not necessarily be limited to, routine and periodic maintenance works in the Bus Shelters as listed below:

- (a) Civil, electrical and mechanical works for the Bus Shelters
- (b) Furniture and Equipment maintenance and servicing

(5) Services to be Provided

i. Water Supply: The Concessionaire shall ensure cost and supply of adequate water for general cleanliness of the Bus Shelter

ii. Electricity Supply: The Concessionaire shall ensure adequate electricity supply and cost for proper lighting of the Bus Shelter and advertisements.

iii. Cleaning of the Bus Shelter: The Concessionaire shall ensure daily cleaning of the Bus Shelter.

iv. Garbage Disposal: The Concessionaire shall install litter-bins as specified near the Bus Shelter and safe disposal of the collected municipal solid waste in accordance with ITEL stipulated waste handling rules shall be the responsibility of the Concessionaire.

v. Safety & Security: The safety and security of the Bus Shelter rests with the Concessionaire. The Concessionaire shall maintain security personnel, gadgets as required as part of the maintenance services.

vi. Other Facilities: The Concessionaire shall construct/provide structurally sound and aesthetically appealing passenger facilities such as clock, route maps, ramps, hand rails and beepers to visually challenged persons as per plans approved by the ITEL. However, in areas where deviations are necessitated due to space or location constraints, the ITEL shall consider permitting such variations with prior approval.

C-2 PROJECT COST

The project cost would include the cost of Construction comprising civil, electrical and other costs. There will be recurring annual cost associated with operation and maintenance of the Bus Shelters which shall be the responsibility of the Concessionaire, including cost of Water, Electricity and other connected items.

C-3 REVENUE GENERATION SOURCES

Advertisement is the identified and permitted source of revenue from the Bus Shelters.

<u>Note</u>: The data given herein is for general information and guidelines of the bidder. Bidder is expected to make his own estimates of revenue before submitting their Proposals. No Claim shall be entertained in this regard at any stage.

C-4 DETAILS TO ACCOMPANY RFP

4.1 TECHNICAL PROPOSAL

The Bidder shall submit the following along with the Proposal in sufficient details to enable evaluation of their grasp of the work and ability to execute it within the Time of Completion.

4.1.1 Organizational Structure during Construction and Operation

The Bidder shall submit their proposed organizational structure during Construction, operation and maintenance stages commensurate with targeted Project Completion Schedule, which will form the basis of Employment Schedule. The Bidder shall also enclose CV's of the key persons including tasks assigned to them.

4.1.2 Construction Schedule

This shall consist of a detailed program of construction with supporting calculations, deployment of man and machine showing bar chart showing in sufficient details, completion of various section of Work and the date and order in which the Bidder Proposed to carry out different parts of the Works. This construction schedule shall form the basis for preparation of detailed CPM schedule to be furnished after the award of the Concession.

4.1.3 Operation Schedule

The operational schedule will consist of the procedures and practices to be followed in keeping the facility working and the processes followed for operations. Daily operational schedules for the Bus Shelters including housekeeping, security/ watch ward, lease agreement monitoring will form part of this schedule.

4.1.4 Maintenance Schedule

Maintenance schedules would contain time schedules and scope of maintenance work to be taken up, under the routine maintenance and regular maintenance.

4.1.5 Employment Schedule

This shall consist of a chart showing deployment of monthly manpower (including skilled and unskilled labour of various categories) commensurate with the Construction Schedule and the Operation and Maintenance schedule.

4.1.6 Conformity and Improvements

In conformity to the fixed parameters, technical specification and performance standards, the Concessionaire can propose need based additional facilities to users in the bus shelters. For e.g., options to equip a specified number or all of the Bus Shelters with solar panels for generation of electricity shall also be indicated in the Proposal. In case the bidder proposes additional facility in the bus shelters, the bidder should submit details of additional facilities, for review and approval of ITEL. However, all such additional facilities are to be performed at the Bidder's own cost and at no additional cost to the ITEL nor reduction or change in the Annual Concession Fee.

4.1.7 Cost estimates of the Bus Shelter

 Cost estimates of the Bus Shelter, based on the Design and details provided by ITEL, shall be furnished in the RFP. The bidder shall prepare a cost (item wise) and cash flow estimates for executing the work, along with a break-up of the O&M expenses for the Concession Period.

4.2 FINANCIAL PROPOSAL

The bidder shall submit the financial proposal giving the following details;

Concession Fee

The bidder shall quote the Concession Fee to be paid by the Concessionaire per year on a lump sum basis in Indian Rupees with the specified annual compounded increase of five percent (5%) that the bidder would pay to ITEL on an annual basis during the entire concession period in the prescribed format given in Appendix 6.

Financing Arrangement for the Project

Bidder shall enclose the probable means of financing the project such as sanction order/commitment letter from the Banks/ Financial Institutions should be enclosed.

Table1 – Construction Price Schedule

(Item-wise break up of construction cost to be indicated under the following heads)

SI. No.	Brief Item Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)	Sub Total (Rs. Lakh)
1	Preparation of Construction Drawings					
2.	CIVIL WORKS					
	Sub Total for Civil Works					
	ELECTRICAL WORKS					
3	Sub total for Electrical Works					
4	Horticulture Works					
	Sub-total for Horticulture Works					
А	TOTAL CONSTRUCTION COST (1+2+3+4)					

SI. No.	Brief Item Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)	Sub Total (Rs. Lakh)
4	Contingencies					
5	Interest During Construction (IDC)					
6	Pre-Operative Expenses					
7	Taxes, Works Tax etc					
8	Supervision Costs					
9	Any Other Cost Head					
В	TOTAL LANDED PROJECT COST (A+4+5+6+7+8+9)					

SI.	Item	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
No.					(1(3.)
1	Operation and Maintenance cost of BS and facilities	Per year			
2	Operation and Maintenance cost of Electrical Equipments	Per year			
3	Operation and Maintenance cost towards Manpower deployed	Per year			
4	Operation and Maintenance cost towards Administration	Per year			
5	Operation and Maintenance cost towards Security	Per year			
6	Any Other Costs	Per year			
	TOTAL O&M COST	Per year			

 Table 2: Operation and Maintenance Price Schedule

Table 3: Grand Total Summary

SI. No.	Schedule	Sub Total (Rs. Lakh)
1.	TOTAL LANDED PROJECT COST (Schedule 1)	
2.	TOTAL ANNUAL O&M COST (Schedule 2)	
	GRAND TOTAL	

Appendix 6

FORMAT FOR CONCESSION FEE

We agree to pay a Concession Fee of IN Rs. ______ (Indian Rupees _______ only) per annum in the first year, for Construction & Maintenance of 54 Nos. of Modern Bus Shelters along Rajiv Gandhi Salai (IT Corridor) from SRP Tools Junction to Siruseri in 17 Km Road under BOT Basis in Chennai, Tamil Nadu. The Concession fee quoted shall be increased on an annually compounded basis by five percent (5%) for the 9 years.

Note: In the event of the successful Bidder unable to complete the specified number of shelters due to site conditions attributed to ITEL or Government agencies/ Departments, the concession fee will be calculated proportionately irrespective of numbers of Three Pole or Two Pole Shelters completed by them.

Authorized Signatory

(With Stamp of the concessionaire)

ANNEXURES

FORMS OF SECURITIES

Acceptable forms of securities are annexed. Bidders should not complete the forms for Performance Security for Construction and Performance Security for Operation and Maintenance at the time of submission of Bids. Only the successful Bidder will be required to provide Performance Security for Construction and Performance Security for Operation & Maintenance in accordance in the prescribed format as specified in the enclosed forms.

Annex A:	Bid Security (Bank Guarantee)
Annex B:	Performance Security for Construction (Bank Guarantee)
Annex C:	Performance Security for Operation & Maintenance (Bank Guarantee)

Annex A

EMD/BID SECURITY (BANK GUARANTEE)

(To be furnished by the Bidder along with the Bid)

WHEREAS _______ (Name of the Bidder) (hereinafter called the Contractor) wishes to submit his tender for "Construction & Maintenance of 54 Nos. of Modern Bus Shelters along Rajiv Gandhi Salai (IT Corridor) from SRP Tools Junction to Siruseri in 17 Km Road under BOT Basis in Chennai, Tamil Nadu" of herein after called "the Tender" KNOW ALL MEN by these present that

we			(Name	of	Bank)	of
	_ having	our	Registe	ered	Office	at
() (her	einafter calle	d the	'Bank') ar	e bo	und unto	the
IT Expressway Limited (ITEL) (hereinafter called	I "the Conce	ssion	ing Autho	ority'	') the sur	n of
the	Rs				(Rup	ees
) for	which paym	ent ca	an truly be	mad	le to the	said
Concessioning Authority. The Bank bind thems	elves, their s	succes	sors and	assig	gns by th	iese
presents with the common seal of the Bank this c	lay		of 2013	and	undertak	e to
pay the amount of (R	upees) to	the
Concessioning Authority upon receipt of a writte	n demand a	nd wit	hout demu	ir an	d without	the
Concessioning Authority having to substantiate hi	is demand.					

The conditions of this obligation are:

If the Tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender Or

If the Tenderer having been notified of the acceptance of his Tender by the Concessioning Authority during the period of tender validity Or

If the Tenderer fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required Or

Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay the Concessioning Authority up to the above amount upon receipt of his first written demand and without demur and without the Concessioning Authority having to substantiate his demand, provided that in his demand the Concessioning Authority will note that the amount claimed by him is due to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to -----(Date) and including the date 90 days beyond the validity of the bid as such deadline is stated in the Instructions to Bidders or as it may be extended by the Concessioning Authority, at any time prior to the closing date for submission of the Tender Notice of which extension to the Bank is hereby waived. Any demand

in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

Notwithstanding anything contained herein.

i) Our liability under this Guarantee shall not exceed the guaranteed amount Rs. _____/- (Rupees -----only)

This Guarantee shall be valid upto ______20___ (Expiry date) and

ii) We shall be liable to pay the guaranteed amount under this guarantee only and if we receive a written claim or demand duly signed by a duly Authorised official of the Concessioning Authority before the _____20___ (Expiry date) as mentioned above.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK _____

PERFORMANCE SECURITY FOR CONSTRUCTION (BANK GUARANTEE)

BG No2013

То

IT Expressway Ltd.

Sindur Panthion Plaza,

2nd Floor, 346 Pantheon Road,

Egmore, Chennai - 600 008

M/s., (hereinafter referred to as "**Concessionaire**" which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns) has been awarded by **M/s. IT Expressway Ltd**, a company incorporated under the Companies Act, 1956 (hereinafter referred to as the "**Concessioning Authority**"" which expression shall unless repugnant to or inconsistent with the context mean include its successors and assigns), the contract for ""**Construction & Maintenance of 54 Nos. of Modern Bus Shelters along Rajiv Gandhi Salai (IT Corridor) from SRP Tools Junction to Siruseri in 17 Km Road under BOT Basis in Chennai, Tamil Nadu"**

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you a Performance Guarantee for construction period for a sum equivalent to 5% of the respective finalized Annual Concession Fee due to ITEL to be furnished simultaneously with the execution of the Agreement valid for a period of 12 months or 3 Months beyond the completion of the Construction Period, from a specified Scheduled / Nationalised Bank, for the sum specified therein as security for compliance with the contractor's obligations in accordance with the Contract and against any breach or non-performance of the terms and conditions contained in the contract.

NOW THEREFORE we hereby affirm that we as the guarantor are responsible to you on behalf of the Contractor, for the guaranteed amount and we irrevocably undertake to pay you upon your first written demand and without demur or argument, any sum or sums within the limits of the guaranteed amount as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. The guaranteed amount shall be payable merely on demand by the Concessioning Authority. Any letter stating that the amount claimed in the demand notice / letter is due and payable, signed by a duly authorized official of the Concessioning Authority to this effect, shall be final, binding or conclusive upon us.

We, hereby agree to pay on demand the guaranteed amount without demur by crediting to the Bank Account of the Concessioning Authority, the details of which are to be informed to us by you during the validity of the guarantee.

Our liability under this Guarantee shall not be affected by any change in the constitution of the Contractor or of the Guarantor.

We hereby undertake that this Guarantee is absolute, irrevocable and unconditional and shall be enforceable against us notwithstanding any security or securities comprised in any instrument executed or to be executed by the contractor in favour of the Concessioning Authority.

We hereby also agree that this guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Concessioning Authority by the Contractor and shall be valid and binding on us and operative until the expiry of this Guarantee.

We, further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The jurisdiction in relation to this Guarantee shall be Courts at Chennai and laws of India shall be applicable. This guarantee shall be valid up to ______20__ (hereinafter referred to us as the "Expiry Date").

Notwithstanding anything contained herein.

i) Our liability under this Guarantee shall not exceed the guaranteed amount Rs. ----------only)

This Guarantee shall be valid up to -----20_ (Expiry date) and

ii) We shall be liable to pay the guaranteed amount under this guarantee only and if we receive a written claim or demand duly signed by a duly Authorised official of the Concessioning Authority before the -----20_ (Expiry date) as mentioned above.

IN WITNESS WHEREOF we have executed this guara	antee on this2013	3.
Signature of Authorised Representative of the Bank		
Name and Designation Seal of the Bank		
Signature of Witness Name of Witness		

PERFORMANCE SECURITY FOR OPERATION & MAINTENANCE (BANK GUARANTEE)

BG No2013

То

IT Expressway Ltd.

Sindur Panthion Plaza,

2nd Floor, 346 Pantheon Road,

Egmore, Chennai - 600 008

M/s., (hereinafter referred to as "**Concessionaire**" which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns) has been awarded by **M/s. IT Expressway Ltd**, a company incorporated under the Companies Act, 1956 (hereinafter referred to as the "**Concessioning Authority**"" which expression shall unless repugnant to or inconsistent with the context mean include its successors and assigns), the contract for ""**Construction & Maintenance of 54 Nos. of Modern Bus Shelters along Rajiv Gandhi Salai (IT Corridor) from SRP Tools Junction to Siruseri in 17 Km Road under BOT Basis in Chennai, Tamil Nadu"**

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you a Performance Guarantee during the Operation & Maintenance period for a sum equivalent to 25% of the respective finalized Annual Concession Fee due to ITEL to be furnished at the end of the First quarter of the Construction period valid for the entire Concession Period of **9 Years** from a specified Scheduled / Nationalised Bank, for the sum specified therein as security for compliance with the contractor's obligations in accordance with the Contract and against any breach or non-performance of the terms and conditions contained in the contract.

NOW THEREFORE we hereby affirm that we as the guarantor are responsible to you on behalf of the Contractor, for the guaranteed amount and we irrevocably undertake to pay you upon your first written demand and without demur or argument, any sum or sums within the limits of the guaranteed amount as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. The guaranteed amount shall be payable merely on demand by the Concessioning Authority. Any letter stating that the amount claimed in the demand notice / letter is due and payable, signed by a duly authorized official of the Concessioning Authority to this effect, shall be final, binding or conclusive upon us.

We, hereby agree to pay on demand the guaranteed amount without demur by crediting to the Bank Account of the Concessioning Authority, the details of which are to be informed to us by you during the validity of the guarantee.

Our liability under this Guarantee shall not be affected by any change in the constitution of the Contractor or of the Guarantor.

We hereby undertake that this Guarantee is absolute, irrevocable and unconditional and shall be enforceable against us notwithstanding any security or securities comprised in any instrument executed or to be executed by the contractor in favour of the Concessioning Authority.

We hereby also agree that this guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Concessioning Authority by the Contractor and shall be valid and binding on us and operative until the expiry of this Guarantee.

We, further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The jurisdiction in relation to this Guarantee shall be Courts at Chennai and laws of India shall be applicable. This guarantee shall be valid up to ______20__ (hereinafter referred to us as the "Expiry Date").

Notwithstanding anything contained herein.

iii) Our liability under this Guarantee shall not exceed the guaranteed amount Rs. -----------only)

This Guarantee shall be valid up to -----20_ (Expiry date) and

iv) We shall be liable to pay the guaranteed amount under this guarantee only and if we receive a written claim or demand duly signed by a duly Authorised official of the Concessioning Authority before the -----20_ (Expiry date) as mentioned above.

Signature of Authorised Representative of the Bank	
Name and Designation Seal of the Bank	
Signature of Witness	
Name of Witness	