



**NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED**  
**(Joint Sector Company of Govt. of India and Participating State Government)**

**Request for Proposal (RFP)**  
**for**  
**Selection of Private Partner for Commercial Utilization, Operation and Maintenance of Multi Modal Transport Hub at Sabarmati, Ahmedabad**

RFP Reference No.: NHSRCL/ADI/2024-25/03, Dated 17/05/2024.

**NATIONAL HIGH SPEED RAIL CORPORATION LTD.**

3rd Floor, Riverfront House,  
Between Gandhi Bridge and Nehru Bridge, Riverfront (West),  
Ahmedabad-380009 (Gujarat).

## National High Speed Rail Corporation Limited

### 1. INTRODUCTION

#### 1.1 Background

- 1.1.1 **National High Speed Rail Corporation Limited (NHSRCL)** (the “**Authority**”), a ‘Special Purpose Vehicle’ company incorporated in the joint sector with equity participation by Central Government through Ministry of Railways and two State Governments viz. Government of Gujarat and Government of Maharashtra, is engaged in the development of high-speed railway network link between Ahmedabad and Mumbai and related infrastructure. As part of this endeavour, the Authority has decided to select a private partner to undertake the “**Commercial Utilization, Operation and Maintenance of Multi Modal Transport Hub at Sabarmati, Ahmedabad**” (the “**Project**”) on ‘as is where is basis’ through Public Private Partnership (the “**PPP**”).

The Authority has decided to carry out the online bidding process for selection of a bidder to whom the Project may be awarded. A brief description of the project may be seen in the Project Information Memorandum provided in Annexure A of the document. Brief particulars of the Project are as follows:

Name of the Project	Project Site
Commercial Utilization, Operation and Maintenance of Multi Modal Transport Hub at Sabarmati, Ahmedabad	Multi Modal Transport Hub (MMTH) at Sabarmati, Ahmedabad

The Authority now intends to invite interested bidders (the “**Bidders**”, which expression shall, unless repugnant to the context, include the Members of the Consortium) who will be eligible based on their technical bid and financial bids (the “**Bids**”) submitted for evaluation and award of the Project through competitive bidding, in accordance with the procedure set out herein.

- 1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as such prior to execution of the concession agreement (the “**Concessionaire**”), shall be responsible for financing, fit-out activities of Licensed Area / Spaces and operation and maintenance of the Project Site on ‘as is where is basis’ under and in accordance with the provisions of a concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3 The scope of work will broadly include finance, fit-out, commission the Licensed Area / Spaces and simultaneously operate, manage and maintain the Project Site.
- 1.1.4 The assessment of actual costs to be incurred on the Project for finishing / fit-out/ internal development activities will have to be made by the Bidders.
- 1.1.5 The draft Concession Agreement sets forth the detailed terms and conditions for

grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**"). The Concession Period for Commercial Utilization of Licensed Area / Spaces and Operation and Maintenance of Project Site shall be 35 (thirty five) years from the Commencement Date. Authority may extend Concession Period for the Project by another 35 (thirty five) years on a First Right of Refusal Basis (as extended term) after the expiry of the Concession Period of the Project by efflux of time, subject to the satisfactory performance of the Concessionaire as per the terms and conditions of the draft Concession Agreement.

- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the draft Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7 The Authority shall receive Bids in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"). All Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.1.8 The Bidding Documents include the draft Concession Agreement for the Project which is enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

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

- 1.2.1 The Authority has adopted an online single-stage two packet bidding process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Project.
  - a) Envelopes containing original Bid Security of format stated in clause 1.2.4 (ii) will be opened first. Bids of those bidders who have not submitted valid Bid Security shall be considered as non-responsive and liable to be rejected summarily.
  - b) The Bids shall be opened online by the Bid opening committee on due date and time of Bid opening. On opening of the Bid, NHSRCL will first check the cost of RFP Document fee and Bid security through online mode by cross verifying with the hard copy submitted or with the details of online transaction.
  - c) Then first packet of online Technical Bid with respect to eligibility and

qualifications criteria in accordance with the provisions of this RFP and Bidding Documents (the “**Technical Bid**”) of all Bidders who have submitted a valid Bid security and paid cost of RFP document fee shall be opened in the presence of representatives of Bidders who choose to attend on date & time as mentioned in Bid document in the office of the officer designated in Clause 2.14.3. Bidders may visit NHSRCL e-tender portal <https://etenders.gov.in/e procure/app> to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the Authority, the next official working day shall be deemed as the date of opening of Technical Bid. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.

- d) The Bidders name, details of the Bid security and such other appropriate details will be announced by the Authority or his authorized at the time of Bid opening.
- e) The second packet (the “**Financial Bid**”) i.e. the Financial Bid(s) which Bidder(s) have uploaded online will be opened on a subsequent date after evaluation of Technical Bids. Financial Bids of only those Bidders whose submissions are found substantially responsive and technically compliant as per eligibility and qualification criteria of this RFP document will be opened for evaluation. The time of opening of Financial Bid shall be informed through website only. Bidder can visit to NHSRCL e-tender portal for further information.
- f) Bidders are requested to note that they should necessarily submit their Financial Bids in the format provided in APPENDIX-XI and in BOQ and no other format is acceptable. The standard BOQ format has been given with the RFP document to be downloaded and filled by all the Bidders. Bidders are required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial bid and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the Bid shall be rejected.

The Government of India has issued guidelines (see **APPENDIX-VI** of RFP) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at **APPENDIX-I**.

- 1.2.2 The Bidders are advised to visit and examine the Project Site and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing and submission of the Bid for the proposed work. The costs of visiting the Site shall be borne by the Bidder. It shall be deemed that the Bidder has undertaken a visit to the Project Site and is aware of the site conditions prior to the submission of the Bid documents.

### 1.2.3 RFP Document Fee

The Bidding Documents for the Project can be downloaded free of cost from the online e-tender portal <https://etenders.gov.in/eprocure/app> by every interested Bidder. However, the Bidder shall pay to the Authority as the cost of the RFP document fee a sum of **Rs. 50,000/- (Rupees Fifty Thousand only) plus applicable GST @18%** (the “**RFP Document Fee**”). The RFP Document fee shall be paid by the Bidder directly online while submitting the Bid documents in e-tender portal in the account of NHSRCL as mentioned in Clause 1.2.4 below.

The payment of the cost of RFP Document Fee is to be done online only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The Bidders will be required to upload scanned copies of transaction of online payment towards cost of RFP Document Fee including e-receipt (clearly indicating UTR No.). The UTR number of online payment and RFP reference number must be entered in remarks column at the time of online transaction of payment, failing which payment may not be considered to be uploaded in online bid submission. No copies of transaction of payment are required to be sent to the office of NHSRCL.

**Note: The payment of the cost of RFP Document Fee is acceptable from any account of Bidder and in case of Consortium or from any of the constituent member. However, Bidder shall submit such online transaction details along with their Bid submission on e-tender portal. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected.**

- 1.2.4 A Bidder is required to deposit, along with its Technical Bid, a bid security of **Rs. 50,00,000/- (Rupees Fifty Lakh only)** (the “**Bid Security**”), refundable not later than 225 (two hundred and twenty-five) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the draft Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft, fixed deposit receipt (FDR), RTGS, NEFT & IMPS or a bank guarantee in a manner acceptable to the Authority. In such event, the validity period of the fixed deposit receipt (FDR) or bank guarantee, as the case may be, shall not be less than 225 (two hundred and twenty-five) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 60 (sixty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security or if the Bid Security is found invalid.

To facilitate online payment of RFP Document fee and Bid Security through RTGS, NEFT & IMPS the details of bank account of National High Speed Rail Corporation Ltd. is mentioned below:

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC code
HDFC Bank Limited	209-214, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi-110001	57500000079852	Current	HDFC0000003

- i. In case of RTGS/ NEFT & IMPS transactions, Bidders will be required to upload the scanned copies of transaction of payment (**clearly indicating RFP reference number in the remarks or description column**) of Bid Security at the time of online bid submission.

**Note:** Bidders to note that the payment of Bid Security shall be made from the account of bidder only. However, in case of Consortium, the Bid Security can either be paid from Consortium account or one of the constituent member of Consortium.

If Bid Security has been made from other than the account mentioned above, same shall not be accepted and all such Bids shall be considered ineligible and summarily rejected.

- ii. In case of submission of Bid Security in one of the following forms, **“Original”** is to be submitted in the manner mentioned in Clause 2.14.2 and in the office of the officer designated in Clause 2.14.3 within Bid Due Date and time of submission as mentioned in Clause 1.3:
- Irrevocable and unconditional Bank Guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank (excluding Cooperative Banks) in favour of the Authority in the format at **APPENDIX–VII** (the **“Bank Guarantee”**),
  - Demand Draft / Pay Order / Bank Draft in favor of ‘National High Speed Rail Corporation Limited’ payable at New Delhi from a Scheduled Commercial bank based in India,
  - Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favor of “National High Speed Rail Corporation Limited”.

In case of Consortium the Bid Security shall be either in the name of Consortium or in the name of any of the constituent Lead member. In case the Bank Guarantee / FDR is submitted in the name of any of the constituent Lead member then, the Bidder shall also submit Undertaking as per **APPENDIX-VII (A)** of this RFP document.

Bids submitted without the Bid Security or with invalid Bid Security shall be rejected outright.

- 1.2.5 Bids are invited for the Project on the basis of the highest Concession Fee per annum excluding Goods & Services Tax (GST) to be paid biannually (the **“Concession Fees”**) by a Bidder to the Authority for award of the Concession as per draft Concession Agreement.

The concession period is pre-determined, as indicated in the draft Concession Agreement. The time for completion of finishing / fit-out/ internal development activities is 2 (two) years from the date of signing of Concession Agreement (the “**Fit-out Period**”) as specified in the draft Concession Agreement forming part of the Bidding Documents. The Concession Fee per annum amount shall constitute the sole criteria for evaluation of Financial Bids. Subject to provisions of Clause 2.17, the Project will be awarded to the Highest Bidder.

- 1.2.6 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3.6 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, annul the Bidding Process and invite fresh Bids.
- 1.2.7 Details of the process to be followed for selection and the terms thereof spelt out in this Bidding Documents.
- 1.2.8 Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail to the officer designated in Clause 2.13.3. The envelopes/ communications shall clearly bear the following identification/ title:

**“Queries/ Request for Additional Information: RFP for Project ‘Selection of Private Partner for Commercial Utilization, Operation and Maintenance of Multi Modal Transport Hub at Sabarmati, Ahmedabad’”.**

### 1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date
1	Downloading of RFP documents online from e-tendering website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>	From 18/05/2024 to 01/08/2024 up to 15:00 Hrs. (IST)
2	Last date for receiving queries on RFP documents	21/06/2024 up to 17:00 Hrs. (IST)
3	Pre-Bid Meeting	14/06/2024 @ 11:30 Hrs. (IST)
4	Authority response to queries latest by	09/07/2024 up to 15:00 Hrs. (IST)
5	Bid Due Date for submission of Online Bid (on e-tendering website)	01/08/2024 up to 15:00 Hrs. (IST)
6	Due Date of Submission of Original Hard Copy of Bid Security as per RFP	01/08/2024 up to 15:00 Hrs. (IST)
7	Opening of online Technical Bid Date	02/08/2024 at 15:30 Hrs. (IST)
8	Announcement of Qualified Bidders in Technical Bid	Will be intimated through CPP Portal
9	Opening of online Financial Bids Date	Will be intimated through CPP Portal

10	Issuance of Letter of Award (LOA)	Within 180 days of Bid Due Date
11	Validity of Bids	180 days from Bid Due Date
12	Signing of Concession Agreement	Within 30 days of submission of valid Performance Security and Project Facilitation Fees

#### **1.4 Pre-Bid Meeting**

The date, time and venue of the Pre-Bid Meeting shall be:

Date: 14/06/2024

Time: IST 11:30 hrs

Venue: National High Speed Rail Corporation Ltd., 3rd Floor, Riverfront House,  
Between Gandhi Bridge and Nehru Bridge, Riverfront (West),  
Ahmedabad-380009 (Gujarat).