



**PUNJAB INFRASTRUCTURE DEVELOPMENT
BOARD, GREATER MOHALI AREA DEVELOPMENT
AUTHORITY & DEPARTMENT OF TRANSPORT, GOP**



Development of Bus Terminal-cum-Commercial Complex at Mohali on DBOT Format

Structure of the presentation

ABOUT PIDB

MOHALI AT A GLANCE

THE PROJECT

TERMS OF RFP

ISSUES

The PIDB

**PUNJAB INFRASTRUCTURE (DEVELOPMENT & REGULATION) ACT
2002 (PIDRA)**

P I D B

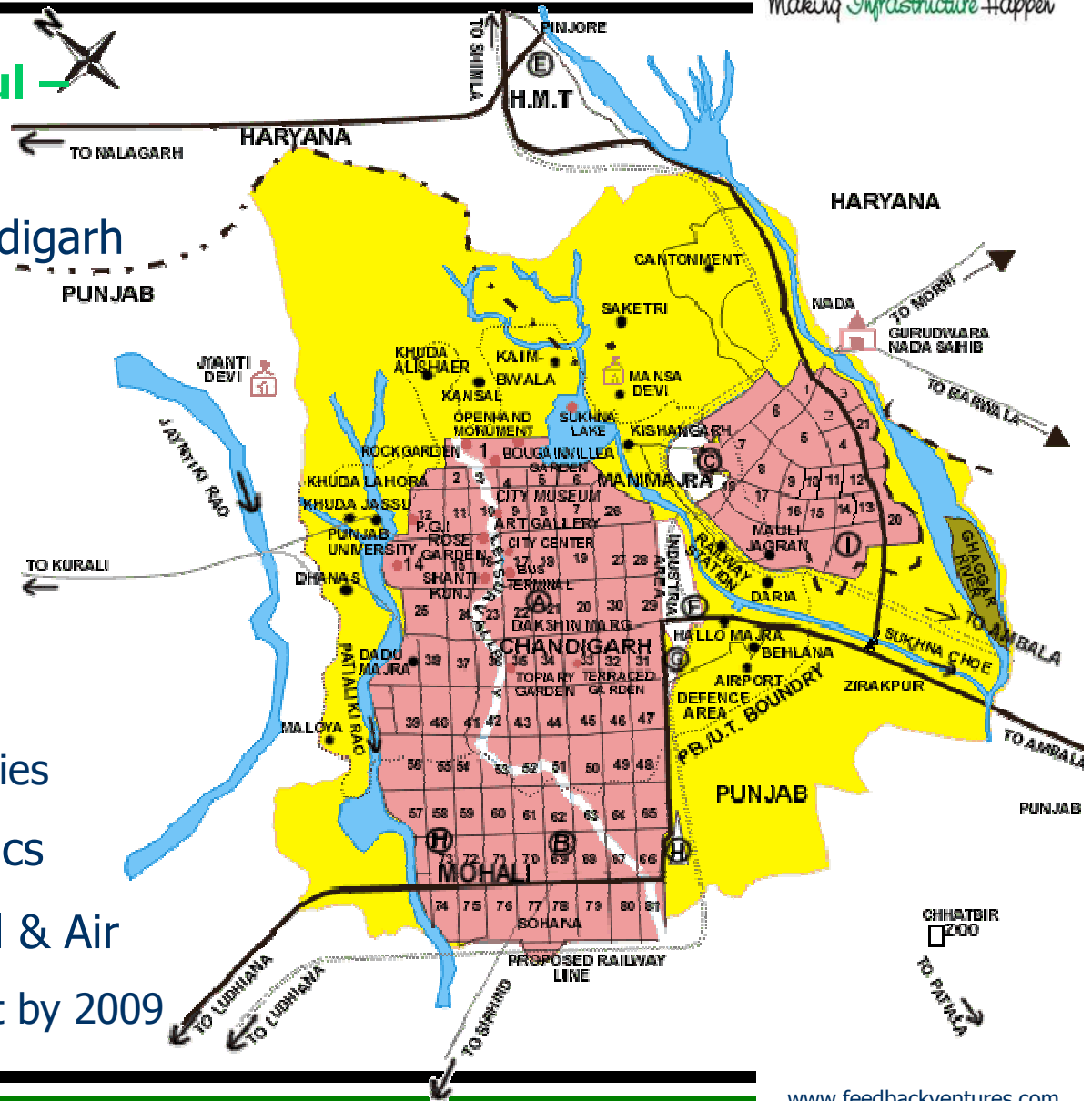
- ❖ **Nodal Body Chaired by Chief Minister**
- ❖ **Infrastructure development and promoting Private Sector Participation (PPP)**

STATUTORY AND EMPOWERED SINGLE WINDOW.....

- ≡ PIDB has been successful in PPP for Highways, Bus terminals, Technical Education & other such sectors

Mohali - The City Profile

- ≡ Extension of 'City Beautiful – Chandigarh'
- ≡ Planned on pattern of Chandigarh
 - » with best of infrastructure
 - » Best City to live in
- ≡ Investment Destination for
 - » IT Sector
 - » Real Estate
 - » Institutional Sector
 - » Electronics & other Industries
- ≡ Tri-City Population: ~ 14 Lacs
- ≡ Well connected by road, rail & Air
 - » Mohali international Airport by 2009





...contd.

≡ Future City

- » International Airport
- » Metro Rail
- » Expressways
 - » Expressway around Mohali
 - » Mohali- Phagwara Expressway
- » Knowledge City
- » Fashion Technology Park
- » Integrated Sports Complex
- » Bus Terminal cum Commercial Complex
- » Development Board on Pattern of NCRPB

The Site

- ≡ Proposed Location
 - » Strategically located on NH-21
 - » Sector 57 abutting Verka Chowk
 - » En-route inter state traffic
 - » Entrance to Mohali/ Chandigarh
- ≡ Total Area – 7.02 acres
- ≡ Surrounded by wider roads





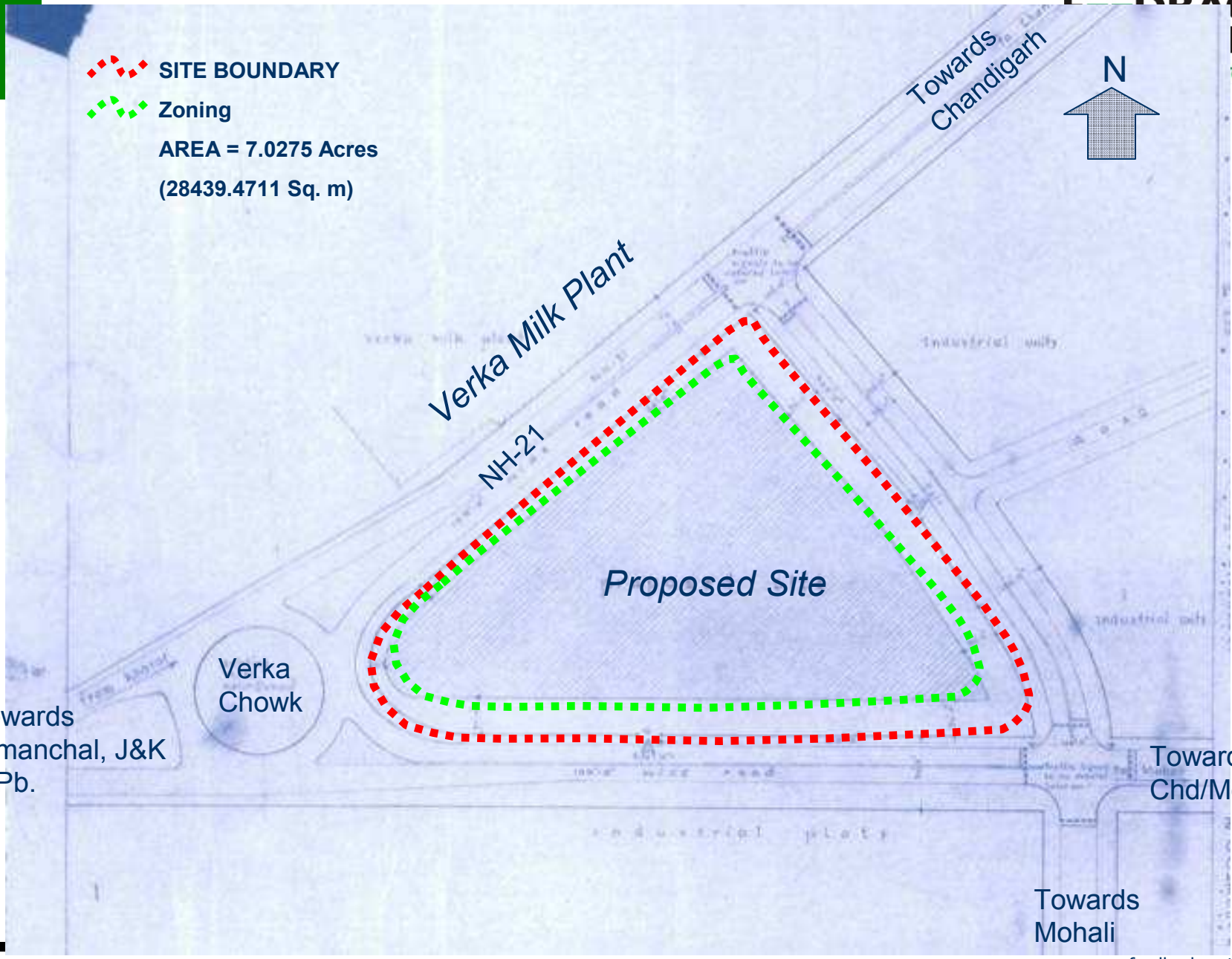
Site Details for Mohali Bus Terminal



Site Plan



 SITE BOUNDARY
 Zoning
AREA = 7.0275 Acres
(28439.4711 Sq. m)



Development Envisaged

- ≡ The Main Project Components to be developed at the Project Site are:
 - » Bus Terminal and related passenger facilities
 - » Commercial Complex / Tower
 - » Sub-way
 - » Helipad

- ≡ The nature of the activities and facilities that can be allowed for the Commercial Complex/ Tower includes:
 - » Shopping Mall
 - » Multiplex
 - » Food Courts
 - » Hotel, Restaurants
 - » Hypermarket
 - » Retail Showrooms for Consumer goods / Garments / Electronics etc.
 - » Bank's and Bank's ATM

Other activities can be allowed after due approval

- ≡ **Minimum height of building** – 10 storey from the GF
 - » Minimum built-up area- 6 lakh sq ft

Development Controls

Permitted Ground Coverage	40 %
Permitted FAR	3
Parking For Commercial Development	<i>3 ECS *per 100 sq mtrs covered area on the floors</i>
Height Restriction	No restriction on the height of the building subject to clearance from Air Force Authorities and fulfillment of other applicable norms/ laws/ rules such as set backs, distance between buildings etc. However, adherence to the structural safety and fire safety requirements as per National Building Code shall be compulsory.
	<i>* ECS = Equivalent Car Space</i>

- ≡ Note: Mechanical Ventilation shall be provided for basement parking

Mohali Bus Terminal

≡ Bus Terminal 'envision'

- ≡ **'unusual'** from conventional bus terminals
- ≡ **Enclosed Passenger Concourse**
 - ≡ Air Conditioned
 - ≡ Contemporary interiors
 - ≡ as of airports/metros stations
 - ≡ Planned waiting Lounges
 - ≡ Bus route/s specific
 - ≡ Commercial areas/zones
 - ≡ **Passenger facilities**
 - ≡ Public Conveniences
 - ≡ Filtered Drinking Water
 - ≡ Sufficient no. of Toilets
 - ≡ Baggage Trolleys
 - ≡ ATM's
 - ≡ Facilities for Handicaps
 - ≡ Ticket Booking/Reservation
 - ≡ Cloak room etc.

≡ Automatic **'Schedule Display'** System alongwith

- ≡ Public Address System

≡ **Safety Parameters**

- ≡ No Passenger-Vehicle conflict
- ≡ Segregation of Pvt. Vehicles & Buses
- ≡ 'Drive-Way Concept' for Pvt. Vehicles
- ≡ Surveillance Mechanism
 - ≡ CCTV with 'Dome' & Fixed Cameras

≡ Fully Automatic Toll Collection System

- ≡ Smart cards

≡ Sufficient Parking



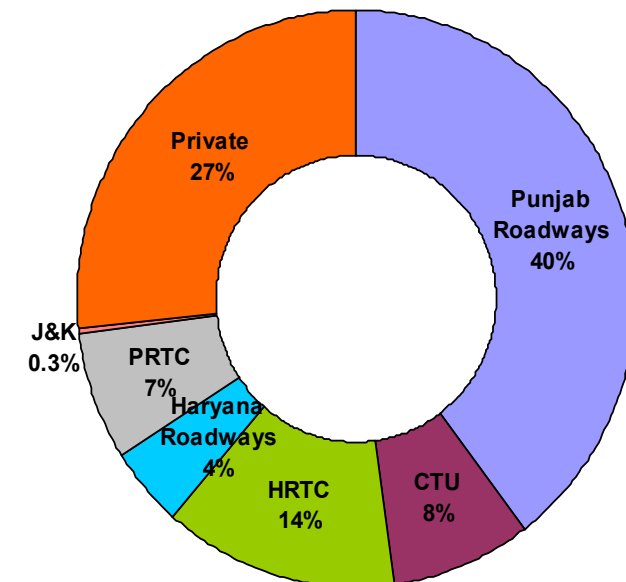
Mohali Bus terminal

≡ Potential Bus Trips / Day

Bus Trips Per day (up-down)			
From (Sector 17)	Originating from (Sector 43)	Originating from Existing Mohali bus Terminal	Total
620	789	281	1690

Percentage share of trips among Service Providers

≡ Proposed Bus Terminal would mainly be a Transit bus terminal for Northern Punjab, Himachal and J&K Buses



Adda Fee for Buses

For Normal (Standard) Bus

	1st year	4th year	7th year	10th year	13th year	16th year	19th year
Day Adda Fee	50	55	55	60	60	65	65
Overnight Parking Fee	100	105	110	115	120	130	135

For Mini Bus

	1st year	4th year	7th year	10th year	13th year	16th year	19th year
Day Adda Fee	35	40	40	40	45	45	50
Overnight Parking Fee	70	75	80	80	85	90	95

All buses shall pay Adda Fee including Govt. Buses (PUNBUS etc.)

TERMS & CONDITIONS OF THE REQUEST FOR PROPOSAL (RFP) DOCUMENT

Key Concerns

The Model

Project Structure

Scope of Work

Obligations

Commercial Consideration

Steering Group

Event of Default

Termination

The Broad Model

Agreement

Concession Agreement amongst Greater Mohali Area Development Authority, Department of Transport, PIDB and the Private Sector Player (PSP)

Concession Period

90 (Ninety) years. Bus terminal to be transferred back after 20 years

Bid Variable

Upfront Consideration-

To be paid:

- 50% before signing of Agreement
- 50% within six months of signing of Agreement.

In addition

- 5% of the upfront Consideration as Annual Concession Fee.
 - Increase @ 5% every year, over the previous year.

Securities

- Proposal Security- Rs 5 Lakhs (to be submitted by the pre-qualified bidders), BG/ Demand Draft
- Construction Performance Security - Rs 10 Crores (to be submitted by the successful bidder within three weeks of issuance of notice of Award)
- O&M Performance Security - Rs 4 Crores and Rs 2 Crores
 - 25% enhancement after every 5 years.

Project Structure

Project Period

- **Concession Period of 90 years** (inclusive of Construction Period)
- But after 20 years *Transfer back the Bus Terminal & related facility area on “as is where is basis”*.

Right to re-plan

After 20 years, GMADA has discretionary right to re-plan / retain the ground floor in a manner not similar to the existing project.

Construction Period

- Construction Period** → starting from the Compliance date (date on which the Condition Precedents are met, by both the parties)
- **18 months**- Bus Terminal, passenger facilities
 - **30 months**- Commercial Complex, structural framework and completion of exteriors/ façade
 - **8 years**, maximum time given for completing the internal finishing. Have option to complete the same before.

Condition Precedents

Greater Mohali Area Development Authority

- (i) Provide land through Project Site Lease Deed
- (ii) Constitute Design Approval Committee
- (iii) Approval of the design of the Bus Terminal-cum-Commercial Complex -Design Approval Committee
- (iv) Appoint Independent Engineer
- (v) Designate Engineer

Department of Transport, GoP

- (i) Issue government orders or gazette notifications as necessary

Private Sector Player

- (i) Made application and procure clearances
- (ii) Submit Construction Performance Security
- (iii) Submit detailed design including Architectural Plans, Structural Drawings, Elevation Section of entire complex etc, within a period of 75 days from the date of signing of Agreement.
- (iv) Incorporate necessary suggestions / amendments proposed by Design Approval Committee / Concessioning Authority, within a period of 15 days
- (v) Submit detailed cost estimate of the Project

- ≡ Condition Precedents to be fulfilled within a period of 4 months (120 days)
- ≡ Non-fulfillment of Condition Precedents
 - » **By GMADA / DoT** – payment to PSP @ 0.1% of Construction Performance Security for each day's delay. Subject to maximum of 20%
 - » *If not fulfilled after the payment of 20% of Construction Performance Security, the Concessioneing Authority shall refund the Construction Performance Security and Upfront Consideration, paid by the Concessionaire*
 - » **By PSP** – Termination of Agreement and forfeiture of Construction Performance Security and Upfront Consideration.

Parties may extend time for fulfilling the Condition Precedent by Mutual Agreement

Scope Of Work

- ≡ **Plan, design, finance, engineer, construct, develop, equip, operate, maintain and manage the Project.**
- ≡ **Construction of building of Bus Terminal-cum-Commercial Complex as per the design approved by Design Approval Committee, in conformity to the Technical Specifications and standards set forth.**
- ≡ **To plan for overall traffic circulation within the campus and on roads outside the campus.**
- ≡ **Operation and Maintenance of the integrated “Bus Terminal-cum-Commercial Complex” in accordance with the provisions of the Agreement and the Schedules hereof.**

Obligations

Concessionaire

- ≡ Achieve Financial Closure
- ≡ Construct, Operate & Maintain the Project facility as per provisions of the RFP
- ≡ Operation & Maintenance fund
 - » Within 30 days of issuance of Const. Completion Cert.-I
 - » To meet recurring cost & expenses towards O&M of the project facility
- ≡ Annual Lease rent from Sub-Lessees shall not be less than
 - » Annual Concession Fee during a particular year of the Concession period divided by 6 lakhs or total built up area in the approved design; whichever is higher

Concessioning Authority

- ≡ Enable access to the Project Site
- ≡ Ensure peaceful use of the Project Site
- ≡ Ensure timely approval of the Design
- ≡ Provide reasonable assistance and facilitation in procuring clearances/ approvals, necessary for implementation

Construction Completion Certificate

- ≡ "*Construction Completion Certificate-I*" - issued after the construction of the Bus Terminal & the related passenger amenities etc.
- ≡ "*Construction Completion Certificate- II*" – after completion of overall structural framework and exteriors/ façade of the whole of the Project facility

Design Approval Committee

- ≡ For approval of the design of the **"Bus Terminal-cum-Commercial Complex"**
- ≡ Members
 - » Chief Administrator, GMADA
 - » Director, State Transport or any representative of Director, State Transport however not below the rank of General Manager, PUNBUS (P&D)
 - » Chief Town Planner, GMADA
 - » Chief Architect, Punjab
 - » Chief Engineer, GMADA
 - » Representative of PIDB
 - » Superintending Engineer, Public Health, GMADA
- ≡ Role
 - » Approve the design submitted by the Concessionaire
 - » Give suggestions, if there, for improving the design so as to craft a landmark facility with iconic exteriors/ facade.
- ≡ The Design Approval Committee shall have the discretion to get the Design approved by the Executive Committee (EC) of PIDB.
- ≡ The Concessionaire shall mandatorily incorporate the changes as suggested by Design Approval Committee / Concessioneing Authority / Executive Committee of PIDB.

Independent Engineer & Engineer

INDEPENDENT ENGINEER

≡ **Appointment**

- » Either a panel of engineers nominated by GoP
"OR"
- » A reputed firm of engineers having adequate experience in similar projects

≡ **Fees** and Expenses shall be borne by Concessioneing Authority

≡ **Role**

- » Shall monitor the Project for the purposes of determining and ensuring compliance with Technical Requirements, the Performance Standards etc.

≡ **Tenure**

- » From the Compliance Date to the date of issue of the Construction Completion Certificate (II).

ENGINEER

≡ **Appointment**

- » Superintending Engineer (In-Charge of Buildings), GMADA shall be designated by GMADA

≡ **Judicious Assistance** shall be

- » By Superintending Engineer, Public Health, GMADA.

≡ **Role**

- » review of construction progress and affirmation of all certifications done by the Independent Engineer
- » confirm the works being done by IE

Maintenance Board

≡ **Appointment**

- » By Concessioneing Authority, on Operations Date

≡ **Members, representative of**

- » The Concessioneing Authority
- » The District Magistrate who has powers over the Project
- » The Concessioneaire
- » The General Manager Punjab Roadways, Chandigarh/ General Manager PUNBUS (P&D)
- » Assistant Executive Director (Operation & Maintenance) PUNBUS & Assistant Executive Director (Civil) PUNBUS and
- » An Engineer from GMADA not below the rank of Executive Engineer

≡ Chairman - representative of the Concessioneing Authority

≡ Convenor - the General Manager Punjab Roadways, Chandigarh/ General Manager PUNBUS (P&D)

≡ **Role**

- » Compliance to the O & M Manual
- » Review the Concessioneaires periodic reports;
- » Review and verify the implementation of Variations;
- » Approve any improvements or modifications (that are not Variations) proposed by any of the members of the Maintenance Board ;
- » Review performance guarantee requirements
- » Any other matter which it deem necessary for the development, operation or maintenance of the Project.
- » Review and action on matters arising out of the Complaints Register

Revenue Stream

- ≡ From operations of Bus Terminal
 - » **Income from "Adda Fees"**
 - » **Annual lease of cycle stand and parking areas**
 - » **Revenues from the lease of shops at the Bus Terminal**
 - » **Advertisement Rights**

- ≡ From operations of Commercial Complex
 - » Commercial Lease rentals
 - » Parking
 - » Advertisements

- ≡ Shall have the flexibility to charge any rentals from the Commercial Spaces, leased to the Third Party

Event of Default

Concessionaire

- ⑩ Material Breach of the obligations
- ⑩ Failure to deposit Upfront Consideration and Annual Concession Fee
- ⑩ Failure to achieve Financial Closure
- ⑩ Fails to complete the project facility within the Construction Period
- ⑩ Fails to transfer back the bus terminal & related facilities etc. after 20 years
- ⑩ Create any Encumbrances, charges or lien in favour of any Person, save and except as otherwise expressly permitted. Etc.

Concessioning Authority

- ⑩ Material Breach of the obligations
- ⑩ Defect in title, ownership of land
- ⑩ Breach of representation and warranty etc.

Consequences of Termination

Termination by Concessionaire

- On account of Concessioneing Authority Event of Default
- Concessionaire shall receive from Concessioneing Authority by way of Termination Payment a sum equal to:
 - i. The total Debt Due, plus
 - ii. 100% (one hundred percent) of the outstanding Subordinated Debt, if any, plus
 - iii. 125% (one hundred twenty five percent) of the Equity (subscribed in cash and actually spent on the Project) if such Termination occurs at any time during the two years from the Compliance Date and for each successive year thereafter, such amount shall be reduced by 1.2% (One point two percent) per annum.

Termination by Concessioneing Authority

- On account of Concessionaire Event of Default
- No Termination Payment
- If termination is due to failure of achieving Financial Closure, Concessioneing Authority shall forfeit the Performance Security.

Consequences of Termination

By Efflux of Time

- Transfer of Project Site back to Concessioneing Authority
- Refund of O & M Performance Security to Concessionaire

Upon Termination of the Concession Agreement, the Concessioneing Authority shall:-

- a) Take possession and control of the Facility forthwith;
- b) Take possession and control of all Plant and Machinery, Materials, stores, implements, construction plants and equipment on or about the Project Site
- c) Restrain the Concessionaire and any person claiming through the Concessionaire from entering upon the Project Site or any part of the Facility.
- d) Require the Concessionaire to comply with all the provisions relating to the Transfer of Project Facilities.

Proposal Submission

- ≡ Submission of proposal shall be in manner in which the bidder has qualified in EOI stage i.e. Single/ Company/ Consortium/ JV
- ≡ Proposal shall consist of Two parts
 - » Technical Proposal
 - » Financial Proposal
- ≡ **Technical Proposal**
 - » Envelope-I :Proposal Security- Rs 5 Lakhs
 - » Envelope-II (Technical Bid)
 - » Letter of application
 - » Statement confirming the proposal is valid for 180 days
 - » Power of Attorney
 - » For Lead Member
 - » For authorizing signatory of the proposal
 - » Original RFP document duly signed
 - » If Consortium/ JV
 - » Written Memorandum of Agreement, describing responsibilities and equity commitments of each consortium member
 - » Nomination of one member as "**Lead Member**"
- ≡ **Financial Bid (Envelope-III)**
 - » A single line Bid Variable (as per format given)

Evaluation-Selection-Award

≡ **Evaluation**

- » Financial Proposals of those Bidders shall be opened
 - » Whose technical proposal is in conformity to the RFP requirements

≡ **Selection**

- » Highest Upfront Consideration

≡ **Award of Concession**

- » Issuance of Notice of Award to H1 Bidder

≡ **Submissions before Signing of CA**

- » Construction Performance Security
- » Project Development Fee
- » 50% of Upfront Consideration quoted
- » Corporate Guarantee

≡ **Signing of Concession Agreement**

- » Between GMADA and Preferred Bidder
 - » PIDB & DoT as Confirming Parties



Thank You