



Surat Smart City Development Limited (SSCDL)

**Two Stage Bidding Process
for
Development of Multi-Level Car Parking cum Commercial Complex
in Umarwada, Surat City, Gujarat
on
Design, Build, Finance, Operate and Transfer (DBFOT) Basis
under Public Private Partnership (PPP)**

Request for Qualification (Second Attempt)

Tender No (On line): GM (Engg.)/SSCDL/Traffic/MLCP/2/2016-2017

Issued on 23/02/2017)

Issued by

**General Manager (Engineering)
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Website:<https://www.nprocure.com>**

Disclaimer

The information contained in this ***Request for Qualification*** document (the“**RFQ**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Tender Inviting Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Tender Inviting Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Tender Inviting Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Tender Inviting Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Tender Inviting Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.



The Tender Inviting Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The Tender Inviting Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.

The Tender Inviting Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the Tender Inviting Authority is bound to select and shortlist pre-qualified Applications for Tender Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Tender Inviting Authority reserves the right to reject all or any of the Applications or Tenders without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Tender Inviting Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Tender Inviting Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

	<p align="center">Surat Smart City Development Limited (SSCDL) 115, Smart City Cell, Surat Municipal Corporation - Head Quarter, Muglisara, Main Road, Surat - 395003, Gujarat. Notice Inviting RFP for “Request for Qualification (RFQ) from Potential Developers or Consortium of Developers for Development of Multi Level Car Parking Cum Commercial Complex at Final Plot 150, T.P 8 UMARWADA on Public Private Partnership (PPP) mode” (Second Attempt) [Tender Notice No GM (Engg.)/SSCDL/Traffic/MLCP/2/2016-2017]</p>	
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Bid for Development of Multi Level Car Parking Cum Commercial Complex at Final Plot 150, T.P 8 UMARWADA on Public Private Partnership (PPP) mode is invited online (Second Attempt) on <https://smc.nprocure.com> from the bidder meeting the basic eligibility criteria as stated in the bid document.

Bid Fee (Non-refundable)	<ul style="list-style-type: none">Rs.18000/- (Rupees Eighteen Thousand only)by Demand Draft
Last date to submit the Pre Bid Queries	<ul style="list-style-type: none">Bidders shall have to post queries by email to exen.traffic@suratmunicipal.org on or before 28/02/2017, 17:00 hrs
Pre-bid Conference (Date, Time & Place)	<ul style="list-style-type: none">Pre-Bid conference will held on 01/03/2017 at 12:00 noonVenue for Pre-Bid conference: 2nd Floor, room no 88, Conference Hall, Muglisara Surat – 395003. Gujarat.
Start date for downloading RFQ	<ul style="list-style-type: none">Till 23/02/2017 up to 11 :00 hrs
Last date for downloading RFQ	<ul style="list-style-type: none">Till 06/03/2017 up to 17:00 hrs.
Submission (in Hard Copy) of Bid fee	<ul style="list-style-type: none">In sealed envelope strictly by RPAD/Postal Speed Post On or before 10/03/2017 up to 17:00 hrs. To the Chief Accounts, Surat Municipal Corporation, Muglisara, Surat – 395003, Gujarat by RPAD or Speed Post Only.
RFQ Document Availability	<ul style="list-style-type: none">https://smc.nprocure.com, http://suratsmartcity.com/Tenders, https://www.suratmunicipal.gov.in/Information/News

Bidders have to submit Price bid and Technical Bid online along with all necessary documents as per tender document requirement in Electronic format only on <https://smc.nprocure.com> website till the Last Date & time for Online Submission.

General Manager (Engineering)
Surat Smart City Development Ltd

Glossary

Applicant(s)	As defined in Clause 1.2.1
Application	As defined in the Disclaimer
Application Due Date	As defined in Clause 1.1.5
Associate	As defined in Clause 2.2.9
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
BOT	Build Operate and Transfer
BOLT	Build, Operate, Lease and Transfer
BOO	Build, Operate and Own
DBFOT	Design, Build, Finance, Operate and Transfer
Concessionaire	As defined in Clause 1.1.2
Concession Agreement	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1 (c)
Consortium	As defined in Clause 2.2.1 (a)
DBFOT	As defined in Clause 1.1.1
Eligible Experience	As defined in Clause 3.2.1
Eligible Projects	As defined in Clause 3.2.1
Estimated Project Cost	As defined in Clause 1.1.4
Experience Score	As defined in Clause 3.2.6
Financial Capacity	As defined in Clause 2.2.2 (B)
First Right of Refusal	As defined in Clause 1.1.1
Multi Level Car Parking	As defined in Appendix VII
Government	Government of Gujarat
GoG	Government of Gujarat
GoI	Government of India
Prospective Bidder	As defined in Clause 1.2.8
Jt. Bidding Agreement	As defined in Clause 2.2.6 (g)
Lead Member	As defined in Clause 2.2.6 (c)

LOA	Letter of Award
Prospective Tenderer	As defined in Clause 1.2.8
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.4 (ii)
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Premium	As defined in Clause 1.2.8
Qualification	As defined in Clause 1.2.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in Clause 1.2.1
RFQ	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.2.8
SSCDL	Surat Smart City Development Limited
SMC	Surat Municipal Corporation
SPV	As defined in Clause 2.2.6
Tenders	As defined in Clause 1.2.3
Tender Accepting Authority	As defined in Clause 2.1.1
Tender Inviting Authority	As defined in Clause 1.1.1
Tender Due Date	As defined in Clause 1.2.3
Tender Security	As defined in Clause 1.2.4
Tenderer	As defined in Clause 1.1.1
Tender Stage	As defined in Clause 1.2.1
Total Project Cost	As defined in Clause 1.1.4
Technical Capacity	As defined in Clause 2.2.2 (A)
Threshold Technical Capacity	As defined in Clause 2.2.2 (A)

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**Surat Smart City Development Limited
Government of Gujarat**

1. Introduction

1.1. Background

1.1.1 The Surat Smart City Development Limited (SSCDL) intends to develop Multi level Car Parking (MLCP) at Umarwada, Surat (Gujarat) and as part of this endeavour, the Tender Inviting Authority has decided to undertake the development and operation / maintenance of Multi level Car Parking at Final Plot 150, T.P. 8, Umarwada, Surat (the “**Project**”) through Public -Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis for a Concession Period of 30 years (including construction period of MLCP and Commercial area) on an Upfront Premium cum Annual Concession Fee model, and has decided to carry out the process (the “Tender”) for selection of a private entity and /or public sector companies as the Bidder to whom the Project may be awarded. A brief description of the Project has been provided in “Appendix IX”. Brief Particulars of the project is as follows:

Project	Development of Multi Level Car Parking-cum-Commercial Complex under PPP mode at Final Plot 150, T.P. 8, Umarwada, Surat (Gujarat)
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Land Area	2724 Sq.mtr., which shall be provided only on lease basis
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Mandatory Minimum Development Obligation	Provision/Development of Multi-level Car Parking Complex for Minimum 149 Nos. of 4-wheelers and Minimum 25 Nos. of 2-wheeler Parking (excluding commercial parking ECS) and Commercial Complex space with a construction period of 2 years including financial closure, and obtaining necessary approvals, permissions from town planning department and local authority.
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** to improve the viability of project concessioners can develop the commercial complex to an maximum of 2916 Sq.mts. The parking slots for Commercial Space in the project shall be the responsibility of the Concessionaire and the same should be provided by the Concessionaire as per the Applicable Laws. Under any circumstances, the parking slots for public parking shall not be considered for

commercial purpose.

Indicative Project Cost	Rs 19.34 Crores, excluding the cost of the land.
Concession Period	30 years (2 years Construction & 28 years Operation) starting from the date of signing of Concession Agreement which shall be further extendable by another 30 years at the end of the first term on a First Right of Refusal Basis. At the end of the Concession Period, the land as well as immovable structures and fixtures created by the developer would revert back to Surat Smart City Development Limited free of cost and free of all encumbrances.
First Right of Refusal	First Right of Refusal shall mean the Concessionaire shall have a right to match the financial bid of the selected bidder under the Competitive Bidding Process after the expiry of the initial term of the Concession Period, subject to the satisfactory completion of the first term as per the terms and conditions of the Concession Agreement, under which, the Concessionaire shall have a right to undertake the Project for an additional period of 30 years as provided in the Concession Agreement

The Surat Smart City Development Limited (“Tender Inviting Authority”) intends to invite proposal to pre-qualify and short-list suitable Applicants (the “**Bidders**” or “**Tenderers**”) who will be eligible for participation in the Tender Stage, for awarding the Project through an open Tender process in accordance with the procedure set out herein.

- 1.1.2 The selected Bidder, who is either a company incorporated under the Companies Act, 2013 or undertakes to incorporate as such prior to execution of the concession agreement (the “**Concessionaire**”) shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance and transfer of the Project under and in accordance with the provisions of a long-term concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Tender Inviting Authority in the form provided by the Tender Inviting Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3 The scope of work will broadly include Development of Multi Level Car Parking and the operation and maintenance thereof.

- 1.1.4 Indicative capital cost of the Project (the “**Estimated Project Cost**” or “**Total Project Cost**”) will be revised and specified in the Bidding Documents of the Project. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Tender Inviting Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Tender Inviting Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”).

1.2. Brief Description of Bidding Process

- 1.2.1 The Tender Inviting Authority has adopted a two-stage process (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties/ consortia who make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which expression shall, unless repugnant to the context, include the Members of the Consortium).

The Applicant shall pay to the Tender Inviting Authority a non-refundable sum of Rs. 18,000/- (Rupees Eighteen Thousand Only), as the cost of the RFQ documents. The remittance shall be made in the form of a Demand Draft/ Banker’s Cheque in favour of “**Surat Smart City Development Limited, payable at Surat**”. The RFQ Document can be downloaded from the website of the Tender Inviting Authority <https://www.nprocure.com>

Participation in the Pre-bid Conference will be permitted to the Applicant only on producing the Original Demand Draft as proof against the Document Cost of RFQ and copy of demand draft shall be submitted along with authorization letter of attending to the Tender Inviting Authority.

At the end of this stage, the Tender Inviting Authority expects to announce a short-list of suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the “**Tender Stage**”) comprising **Request for Proposals** (the “**Request for Proposals**” or “**RFP**”).

- 1.2.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Tender Inviting Authority shall be invited to submit their Bids for the Project. The Tender Inviting Authority is likely to provide a reasonable time span for submission of the Tenders for the project at the RFP Stage. However, the Applicants are advised to visit the site and familiarize themselves with the Project during the RFQ stage itself.
- 1.2.3 In the Tender Stage, the Bidders / Tenderers will be called upon to submit their financial offers (the "**Tenders**") in accordance with the RFP and other documents to be provided by the Tender Inviting Authority (collectively the "**Bidding Documents**"). The Bidding Documents for the Project will be provided to every qualified Bidder on payment of an amount that will be indicated in the RFP Document and intimated to the qualified bidders. The Tender shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of the Tender (the "**Tender Due Date**").
- 1.2.4 In terms of the RFP, a Bidder will be required to deposit, along with its Tender, a Tender Security equivalent to about **2% (two per cent)** of the Estimated Project Cost (the "**Tender Security**"), refundable no later than 60 (sixty) days from the Tender Due Date, except in the case of the selected Bidder whose Tender Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Tender Security in the form of a demand draft or a bank guarantee acceptable to the Tender Inviting Authority and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Tender Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Tender Inviting Authority and the Bidder from time to time. The Tender shall be summarily rejected if it is not accompanied by the Tender Security.
- 1.2.5 The tenderer who offers the highest total of upfront premium + annual concession fees (NPV of 30 years @12%of discount rate) shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Tender submitted by the Prospective Tenderer in case such Prospective Tenderer withdraws or is not selected for any reason. In the event that none of the other Bidders match the Tender of the Prospective Tenderer, the Tender Inviting Authority may, in its discretion, invite fresh Tenders from the remaining Bidders or annul the Bidding Process, as the case may be.

- 1.2.6 During the Tender Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Tenders for award of the concession including implementation of the Project.
- 1.2.7 As part of the Bidding Documents, the Tender Inviting Authority will provide a Concession Agreement and Project Information Memorandum prepared by the Tender Inviting Authority and its Consultants and other information pertaining / relevant to the Project available with it.
- 1.2.8 Tenders will be invited for the Project on the basis of a highest total of upfront premium+ annual concession fees (NPV of 30 years @12% of discount rate) payable by the Tender Inviting Authority for award of the concession. A Bidder may, offer to pay a premium in the form of Upfront Payment, (the “**Premium**”) to the Authority for award of the concession. The Concession Period will be 30 years (28 years + 2 years construction). The highest total of upfront premium+ annual concession fees (NPV of 30 years @12% of discount rate) shall constitute the sole criterion for evaluation of Tenders. The Project shall be awarded to the Bidder quoting the highest premium “**Selected Bidder**”.
- a) In the event of being awarded the Concession to the bidder quoting the highest premium quoted in the Financial Bid (Which should be more than minimum reserved bid of **Rs 1,64,40,000/- (Rs. One Crore Sixty Four Lakhs Forty Thousand only)**), the Concessionaire shall pay the premium at the time of signing of Concession Agreement.

In this RFQ, the term “**Prospective Tenderer**” shall mean the Bidder who is offering highest Upfront Premium above the threshold value of **Rs 1,64,40,000/- (Rs. One Crore Sixty Four Lakhs Forty Thousand only)**. The successful bidder will also be bound to pay the following fixed payment:

Threshold value of Annual Lease Premium / Annual Concession Fees for the first year will be Rs.5,10,000/- (Rupees Five Lakhs Ten Thousand Only) shall be paid by the Successful Bidder at start of COD date or start of 3rd year, whichever is earlier. Any delays in payment of the Annual Concession Fees shall be dealt with as per the provisions of the Concession Agreement.

- 1.2.9 Further and other details of the process to be followed at the Tender Stage and the terms thereof will be spelt out in the Bidding Documents.

1.2.10 Any queries or request for additional information concerning this RFQ shall be submitted in writing by e-mail to the officer designated in Clause 5 below.

The communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information:

RFQ for Development of Multi level Car Parking (MLCP) cum Commercial Complex at Umarwada, Surat on DBFOT Basis"

1.3. Schedule of Bidding Process

The Tender Inviting Authority shall endeavour to adhere to the following schedule:

Sr. No.	Event Description	Estimated Date
Qualification Stage		
1.	Download of RFQ Documents from website	From 23/02/2017 to 06/03/2017 up to 17:00Hrs.
2.	Pre-Application Conference	Bidders shall have to post their queries on E-Mail address exen.traffic@suratmunicipal.org on or before 28/02/2017 upto 17:00Hrs. Pre-Application Conference will be held on 01/03/2017 @ 12.00 hrs.
3.	Submission of Application Bid Online Due Date and Time	06/03/2017 up to 18:00 Hrs.
4.	Submission of (original) RFQ Document fees and Other documents as per RFQ in Hard Copy Due Date and Time	Up to 10/03/2017 up to 17:00Hrs.
5.	Opening of Bid (Online) Date and Time	On 14/03/2017 at 16:00 Hrs.
6.	Announcement of Short-Listed Bidders	To be intimated by Authority

In case a particular date happens to be a Public Holiday of GoG, the next working day will be the applicable date for the proposed event.

2. Instruction to Applicants

A. GENERAL

2.1 Scope of Application

2.1.1 The Tender Inviting Authority wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Tender Stage. The Tender Accepting Authority shall constitute the committee for approving the evaluation and other relevant document in all the stages for the Development of Multi level Car Parking (MLCP) cum Commercial Complex at Umarwada, Surat as nominated by the Tender Inviting Authority.

2.1.2 Short-listed Applicants would be subsequently invited to submit the Tender for the Project.

2.2 Eligibility of Applicants

2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:

- a. The Applicant for pre-qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- b. An Applicant may be a natural person, or a private entity, or a combination thereof, or a combination with a public agency. Provided that the public agency does not have a controlling interest in such combination, either with an existing agreement or the formal intent to enter into an agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
- c. An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25 % (twenty five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 2013 For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent)of the subscribed and paid up equity shareholding of such intermediary; or
- ii. any other such Prospective Tenderer or a member of consortium or any associate or constituent thereof have common controlling shareholders or other ownership interest; or
- iii. a constituent of such Prospective Tenderer is also a constituent of another Prospective Tenderer; or
Provided that ‘constituent’ in such cases will not include the provider of proprietary technology to more than applicant; or
- iv. such Prospective Tenderer, or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt

- from any other applicant or respondent, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other applicant or respondent, its Member or any Associate thereof; or
- v. such Prospective Tenderer has the same legal representative for purposes of this tender proceedings as any other Prospective Tenderer; or
 - vi. such Prospective Tenderer, its member or any associate thereof has a relationship with another Prospective Tenderer, or any associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the response of either or each other; or
 - vii. such Prospective Tenderer, its member or any associates thereof, has participated as a consultant to the Tenderer Inviting Authority and Tender Accepting Authority in the preparation of any documents, design or technical specification of the PPP Project
 - viii. if any legal, financial or technical advisor of the Tender inviting Authority and Tender Accepting Authority in relation to the Project is engaged by the Prospective Tenderer, its member or any associate thereof , as the case may be, in any manner for matters related to incidental to the Project
- d. An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Tender Inviting Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant or Respondent, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ or where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

A. Technical Capacity: For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:

- i. paid for, or received payments for construction of Eligible Project(s) in Category 3 and / or Category 4 specified in Clause 3.2.1; and /or
- ii. paid for development of Eligible Project(s) in Category 1 and / or Category 2 specified in Clause 3.2.1; and / or
- iii. collected and appropriated revenues from Eligible Project(s) in Category 1 and / or Category 2 specified in Clause 3.2.1,

such that the sum total of the above is more than **Rs.38.68 Crores** (Rupees Thirty Eight Crores Sixty Eight Lakhs Only) (the “**Threshold Technical Capacity**”).

Provided that at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and / or Category 3 specified in Clause 3.2.1.

B. Financial Capacity: The Applicant shall have a minimum Net Worth (the “Financial Capacity”) of **Rs 4.83 Crores** (Rupees Four Crores and Eighty Three Lakhs only) at the close of the preceding financial year.

In case of a Consortium, the combined technical capacity and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

2.2.3. O&M Experience:

The Applicant shall, [in the case of a Consortium, include a Member who shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project], and has either by itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of Category 1 projects specified in Clause 3.2.1, which have an aggregate capital cost equal to the Estimated Project Cost. In case the Applicant is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates. In the event that the Applicant does not have such experience, it should furnish consent letter from the entity having the aforesaid experience, who will associate with the applicant that if selected to undertake the Project. It shall enter into an agreement for a period of at least 5 (five) years from the date of commercial operation of the Project for entrusting its operation & maintenance (O&M) obligations failing which the Concession Agreement shall be liable to termination

2.2.4 The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- i. Certificate(s) from its statutory auditors^{\$} or the concerned client(s) stating the payments made / received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in Clause 2.2.2 (A) above. In case a particular job / contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job / contract by producing a certificate from its statutory auditor or the client; and
- ii. Certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFQ, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

^{\$}In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

- 2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.
- 2.2.6 Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “SPV”), to execute the Concession Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
- a) Number of members in a consortium shall not exceed 3 (three).
 - b) Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
 - c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”) who shall be an Indian partner and shall be responsible for all the acts and deeds of all the Consortium members. The Lead Member shall have an equity share of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
 - d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
 - e) An individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;;
 - f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
 - g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Tender in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
 - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the

Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

- (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the minimum equity stake to be held by each member;
 - (iv) commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;
 - (v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV for the term of the concession and
 - (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Commercial Operation Date (COD) of the Project is achieved in accordance with the Concession Agreement; and
- h) Except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Tender Inviting Authority.
- i) The Application shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium; and
- j) One of the Consortium members should have downloaded the RFQ documents from the Tender Inviting Authority and have paid the non-refundable fee of INR 18,000/- (INR Eighteen Thousand only), to the Tender Inviting Authority as specified in the RFQ document.

2.2.7 Any entity which has been barred or disqualified either by the Tender Inviting Authority or the GoG, any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI from participating in any project (BOT or otherwise) and the bar subsists as on the date of

Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

- 2.2.8 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Consortium Member or Associate.
- 2.2.9 In computing the Technical Capacity and Net Worth of the Applicant /Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFQ, Associate means, in relation to the Applicant /Consortium member, a person who controls, is controlled by, or is under the common control with such Applicant / Consortium member (the “**Associate**”). 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 per cent) 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 by operation of law. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Applicant or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Applicant or the Consortium as the case may be.

2.2.10 The following conditions shall be adhered to while submitting an Application:

- a. Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- b. Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or

- firms. Invitation to submit Tenders will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
- c. In responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
 - d. In case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.11 The following provisions shall apply to persons from any country as a Consortium Member:

- (a) Where, on the date of the Application, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member.

The continued Qualification of the Applicant shall be subject to approval of the Tender Inviting Authority from national security and public interest perspective. The decision of the Tender Inviting Authority in this behalf shall be final and conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Tender Inviting Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition. The Applicant shall promptly inform the Tender Inviting Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an

Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business in their respective country.

2.3 Change in Composition of the Consortium

2.3.1 Change in the composition of a Consortium will not be permitted by the Tender Inviting Authority during the Qualification Stage.

2.3.2 Where the Bidder is a Consortium, Change in the composition of a Consortium may be permitted by the Tender Inviting Authority during the Tender Stage, only where:

- a. the application for such change is made no later than 15 (fifteen) days prior to the Tender Due Date;
- b. the Lead Member continues to be the Lead Member of the Consortium;
- c. the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- d. the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Tender Inviting Authority and must be approved by the Tender Inviting Authority in writing.

2.3.4 The modified / reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Tender Due Date.

2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 Number of Applications and Cost thereof

- 2.4.1 No Applicant shall submit more than one Application for the Project. An Applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.
- 2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Tender Process. The Tender Inviting Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site Visit and Verification of Information

It is desirable that each Applicant submits its Application after inspecting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

- 2.6.1 It would be deemed that by submitting the Application, the Applicant has:
- (a) Made a complete and careful examination of the RFQ document;
 - (b) Received all relevant information requested from the Tender Inviting Authority;
 - (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Tender Inviting Authority relating to any of the matters referred to in Clause 2.5 above; and
 - (d) agreed to be bound by the undertakings provided by it under and in terms hereof; and
 - (e) Independently verified all information received from the Tender Inviting Authority
- 2.6.2 The Tender Inviting Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or

concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Tender Inviting Authority.

2.6.3 The Tender Inviting Authority shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

2.7 Right to Accept any Application/Tender and to Reject any or all Applications/ Tenders

2.7.1 Notwithstanding anything contained in this RFQ, the Tender Inviting Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Tenders, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Tender Inviting Authority rejects or annuls all the Tenders, it may, in its discretion, invite all eligible Bidders to submit fresh Tenders hereunder.

2.7.2 The Tender Inviting Authority reserves the right to reject any Application and/ or Tender if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Applicant does not provide, within the time specified by the Tender Inviting Authority, the supplemental information sought by the Tender Inviting Authority for evaluation of the Application.

If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occur after the Tenders have been opened and the Prospective Tenderer gets disqualified/ rejected, then the Tender Inviting Authority reserves the right to:

- (i) invite the remaining Bidders to match the Prospective Tenderer/ submit their Tenders in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Tender Inviting Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Tender Inviting Authority, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made

material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Tender Inviting Authority to the Applicant, without the Tender Inviting Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Tender Inviting Authority may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.

- 2.7.4 The Tender Inviting Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Tender Inviting Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Tender Inviting Authority there under.

B. DOCUMENTS

2.8 Contents of the RFQ

- 2.8.1 This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Qualification

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre Application Conference
- Section 6. Miscellaneous

Appendices

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium

- IV. Joint Bidding Agreement for Consortium
- V. Guidelines of the Department of Disinvestment
- VI. Affidavit
- VII. Instructions
- VIII. Undertaking from Applicant/ Member for claiming Technical Capacity/ Net worth of Associate
- IX. Undertaking from Associate
- X List of Tender – Specific Clauses
- XI. Brief details of Project

2.8.2 The Tender Inviting Authority accepts no responsibility for the completeness of the RFQ document and its addenda unless they were obtained directly from the Tender Inviting Authority.

2.8.3 The Applicant is expected to examine all instructions, forms, and terms in the RFQ Document and to furnish all information or documentation required.

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFQ may notify the Tender Inviting Authority in writing by e-mail in accordance with Clause 1.2.10. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Tender Inviting Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. All the queries and its responses thereto shall be published online on website:<https://www.nprocure.com>

The queries must be submitted in the following format only:

Request for Clarification		
Name and Address of the Organization submitting query	Name and Position of Person submitting query	Contact Details of the Organization / Authorized Representative
		Tel: Mobile : Fax: Email:

Sr. No	RFQ Reference(s) (Section, Page)	Content of RFQ requiring clarification	Points of clarification required

2.9.2 The Tender Inviting Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Tender Inviting Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Tender Inviting Authority to respond to any question or to provide any clarification.

2.9.3 The Tender Inviting Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Tender Inviting Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by the Tender Inviting Authority or its employees or the Tender Inviting Authority representatives shall not in any way or manner be binding on the Tender Inviting Authority.

2.10 Amendment of RFQ

2.10.1 At any time prior to the deadline for submission of Application, the Tender Inviting Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda / Addendum.

2.10.2 Any Addendum and Corrigendum thereto, thus issued shall be part of the RFP and shall be published online on website: <https://www.nprocure.com>. Authority will assume no responsibility for receipt of the Addendum and Corrigendum.

2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Tender Inviting Authority may, in its sole discretion, extend the Application Due Date.

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.12 Format and signing of Application

2.12.1 The Applicant shall provide all the information sought under this RFQ. The Tender Inviting Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.12.2 The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents) required to be submitted online along therewith pursuant to this RFQ. In addition, the applicant shall submit the required document(s) in hard copy and RFQ Document Fee only pursuant to this RFQ as specified in Appendix-VII Instructions.

2.12.3 The Application shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application shall contain page numbers.

2.13 Sealing and Marking of Applications

2.13.1 The Applicant shall submit the Application online in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2. The Applicant shall also submit by Speed Post / RPAD only the hard copy of the documents specified in Clause 2.12.2 and seal it in an envelope and mark the envelope as “APPLICATION”. The envelope shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2 The Application shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at Appendix-II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) Affidavit in the prescribed format at Appendix-VI;
- (vi) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and, if a partnership, then a copy of its partnership deed;
- (vii) copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years; and
- (viii) Undertaking from Applicant/ Member for claiming Technical Capacity/ Net worth of Associate in the prescribed format at Appendix-X;
- (ix) Undertaking from Associate in the prescribed format at Appendix-XI; and
- (x) Demand Draft or Banker's Cheque of an amount of Rs.18,000/- (Rupees Eighteen Thousand only), in favour of "**Surat Smart City Development Limited**" payable at Surat, as non-refundable fee against cost of RFQ document downloaded

The **envelope contains the hard copy of documents as mentioned in Appendix VII only** shall also clearly bear the following identification:

“Application for Qualification: Development of Multi level Car Parking (MLCP) cum Commercial Complex at Umarwada, Surat on DBFOT Basis”

and shall clearly indicate the tender notice number, name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 The envelope shall be send by Speed Post / RPAD only addressed to

**The Chief Accountant,
Accounts Department
Surat Municipal Corporation,
Mahanagar Seva Sadan, Muglisara,
Surat –395003, Gujarat.**

2.13.4 If the envelope is not sealed and marked as instructed above, the Tender Inviting Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.13.6 Further, applicants are required to submit all details only as per downloaded RFQ document. In the event, any of the instructions mentioned herein have not been adhered to the Tender Inviting Authority reserves the right to reject the Application.

2.14 Application Due Date

2.14.1 Applications should be submitted online on website: <https://www.nprocure.com> before 17:00 hours IST on the Due Date as specified in Clause 1.3. In addition to the online submission, the envelope contains Application for Qualification as per Clause 2.13.2 referred above shall also be submitted at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ and Clause 2.12.2 within the due date and time as specified in Clause 1.3.

2.14.2 The Tender Inviting Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15 Late Applications

Applications received by the Tender Inviting Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modifications/ substitution/ withdrawal of Applications

2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Tender Inviting Authority prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

2.16.2 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Tender Inviting Authority, shall be disregarded.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

2.17.1 The Tender Inviting Authority shall open the online Applications at 1600 hours IST on the Application Opening Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend. Envelope contains hard copy of documents will be opened first and thereafter online applications will be opened, if Bidders has submitted required documents pursuant to the RFQ positively in envelope.

2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.17.3 The Tender Inviting Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

2.17.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Tender Inviting Authority. Applicants will be deemed to have understood and agreed

that no explanation or justification on any aspect of the Bidding Process or selection will be given.

- 2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Tender Inviting Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6 The Tender Inviting Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Tender Inviting Authority may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Applicant.
- 2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Tender Inviting Authority as incorrect or erroneous, the Tender Inviting Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Tender Inviting Authority reserves the right to reject the Application and/ or Tender in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Tender Inviting Authority in relation to or matters arising out of, or concerning the Bidding Process. The Tender Inviting Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Tender Inviting Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory

entity and/ or the Tender Inviting Authority or as may be required by law or in connection with any legal process.

2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Applications, the Tender Inviting Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:

- (a) it is received as per format at Appendix-I.
- (b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed, sealed and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
- (e) it contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) it contains information in formats same as those specified in this RFQ;
- (g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFQ for each Eligible Project;
- (h) it contains demand draft of non- refundable fee of Rs. 18,000/- (Rupees Eighteen Thousand only) towards the cost of the RFQ document;
- (i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
- (j) It is accompanied by the Affidavit Appendix VI.
- (k) It is accompanied by the Undertaking from Applicant/Member for claiming Technical Capacity/ Net worth of Associate Appendix VIII.
- (l) It is accompanied by the Undertaking from Associate Appendix IX.
- (m) It does not contain any condition or qualification; and
- (n) It is not non-responsive in terms hereof.

2.19.2 The Tender Inviting Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Tender Inviting Authority in respect of such Application.

2.20 Clarifications

2.20.1 To facilitate evaluation of Applications, the Tender Inviting Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Tender Inviting Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Tender Inviting Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Tender Inviting Authority.

E. QUALIFICATION AND BIDDING

2.21 Short-listing and notification

After the evaluation of Applications, the Tender Inviting Authority would announce a list of short-listed pre-qualified Applicants (Bidders) who will be eligible for participation in the Tender Stage. At the same time, the Tender Inviting Authority would notify the other Applicants that they have not been short-listed. The Tender Inviting Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.22 Submission of Tenders

The Bidders will be requested to submit a Tender in the form and manner to be set out in the Bidding Documents.

Only pre-qualified Applicants shall be invited by the Tender Inviting Authority to submit their Tenders for the Project. The Tender Inviting Authority is likely to provide a comparatively short time span for submission of the Tenders for the Project. The Applicants

are therefore advised to visit the site and familiarise themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Tenders pursuant to invitation that may be issued by the Tender Inviting Authority.

2.23 Proprietary data

All documents and other information supplied by the Tender Inviting Authority or submitted by an Applicant to the Tender Inviting Authority shall remain or become the property of the Tender Inviting Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Tender Inviting Authority will not return any Application or any information provided along therewith.

2.24 Correspondence with the Applicant

Save and except as provided in this RFQ, the Tender Inviting Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3. Criteria for Evaluation

3.1 Evaluation Parameters

- 3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 above shall qualify for evaluation under this Section 3. Applications of firms / consortia who do not meet these criteria shall be rejected.
- 3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
 - (b) Financial Capacity

3.2 Technical Capacity for purposes of evaluation

- 3.2.1 Subject to the provisions of Clause 2.2, following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

Category 1: Project experience on Eligible Projects in Multi-Level Car Parking that qualify under Clause 3.2.3

Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3

Category 3: Construction experience on Eligible Projects in Multi-Level Car Parking that qualify under Clause 3.2.4

Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4

For the purpose of this RFQ:

- (i) Multi-Level Car Parking Sector would be deemed to include construction, operation and maintenance of Fully Automated/ Semi Automated/ Ramp Based Multi-Level Car Parking Projects across India and/or Overseas.
- (ii) Core Sector would be deemed to include Roads and bridges, railways, seaports, airports, inland waterways; Power, Urban transport and other physical infrastructure in urban areas, Infrastructure Projects in Special

Economic Zones, International convention centers and other infrastructure Projects, Real Estate (Immovable Property) including Housing, Shopping Malls, etc.

3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.3 For a project to qualify as an Eligible Project under Categories 1 and 2:

- (a) It should have been undertaken as a PPP project on Build Operate Transfer (BOT), Build Own Lease Transfer (BOLT), Build Own Operate (BOO), Build Own Operate Transfer (BOOT), Design Build Finance Operate Transfer (DBFOT) or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;
- (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;
- (c) the capital cost of the project should be more than Rs 3.87Crores (Rupees Three Crore and Eighty Seven Lakhs only); excluding the cost of the land and
- (d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and / or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

3.2.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction works or received payments from its

client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs 3.87 Crores (Rupees Three Crore and Eighty Seven Lakhs only) shall not be reckoned as payments/receipts for the Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land shall not be included hereunder.

- 3.2.5 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.2.6 Subject to the provisions of Clause 3.2.7, an Applicant's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A), divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Applicant has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at his Experience Score.

Table 3.2.6 - Factors for Experience across categories

Categories	Factor
Category 1	1.25
Category 2	1.00
Category 3	0.75
Category 4	0.50

- 3.2.7 The Experience Score determined in accordance with Clause 3.2.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.
- 3.2.8 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in

respect of the same experience shall be permitted in any manner whatsoever.

3.3 Details of Experience

- 3.3.1 The Applicant should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Application Due date.
- 3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- 3.3.3 The Applicant should furnish the required project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.4 Financial information for purposes of evaluation

- 3.4.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Application is made.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Applicant must establish a minimum Net Worth as specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

3.5 Short-listing of Applicants

- 3.5.1 The credentials of eligible Applicants shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Project shall be the 'Aggregate Experience Score' of a particular Applicant. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% (twenty six percent) in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.

3.5.2 Deleted

3.5.3 The Tender Inviting Authority may, in its discretion, maintain a reserve list of pre-qualified Applicants who may be invited to substitute the short-listed Applicants in the event of their withdrawal from the Tender Process or upon their failure to conform to the conditions specified herein; provided that a substituted Applicant shall be given at least 30 (thirty) days to submit its Tender.

4. Fraud and Corrupt Practices

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Tender Inviting Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Tender Inviting Authority under Clause 4.1 hereinabove, if an Applicant is found by the Tender Inviting Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Tender Inviting Authority during a period of 2 (two) years from the date such Applicant is found by the Tender Inviting Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Tender Inviting Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Tender Inviting Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of

the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Tender Inviting Authority in relation to any matter concerning the Project;

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Tender Inviting Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. Pre-Application Conference

- 5.1 A Pre-Application conference of the interested parties shall be convened at the **designated date, time and place**. Only those persons who produce the Original Demand Draft / Banker's Cheque of Rs. 18,000/- against the non-refundable fee of RFQ document downloaded shall be allowed to participate in the Pre-Application conference. Applicant/Representative should submit a copy of Demand Draft of the cost of the RFQ Document along with their authorization letter of attending the conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant. The Demand Draft / Banker's Cheque should be in the name of "**Surat Smart City Development Limited**", payable at Surat.
- 5.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Tender Inviting Authority. The Tender Inviting Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparency in tender.
- 5.3 A Pre-Application Queries of the interested parties shall be convened at the **date and time**.
- ✓ Pre-Application Queries date:01/03/2017 Time up to 17:00 Hrs.
 - ✓ Email Id: exen.traffic@suratmunicipal.org
- 5.4 In case of any clarification, the person to be contacted is as under:

ATTN. OF:	Mr. Desai
DESIGNATION:	Executive Engineer
ADDRESS:	115, Smart City Cell, Surat Municipal Corporation (H.Q.) Mahanagar Seva Sadan, Muglisara, Surat - 395003,Gujarat
Phone No. :	+91 9724345216
Email id:	exen.traffic@suratmunicipal.org

Queries, if any, shall be addressed to the Authority (at above address). For any other information

Project Consultant

M/s. a'XYKno Capital Services Pvt. Ltd.

Level III, Leela Vista Building,
WHC Road, Bajaj Nagar Square,
Nagpur – 440010 (Mah.).

Ph./Mb.: +91 9975151078

Tel : 0712 – 6451999 / 52999

Email: parag@axykno.com



6. Miscellaneous

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Surat, Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Tender Inviting Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) Suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Applicant in order to receive clarification or further information;
 - (c) Pre-qualify or not to pre-qualify any Applicant and / or to consult with any Applicant in order to receive clarification or further information;
 - (d) retain any information and / or evidence submitted to the Tender Inviting Authority by, on behalf of, and / or in relation to any Applicant; and / or
 - (e) Independently verify, disqualify, reject and / or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Tender Inviting Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and the bidding documents, pursuant hereto, and / or in connection with the bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.

**APPENDIX I - LETTER COMPRISING THE APPLICATION FOR PRE-
QUALIFICATION**

(Refer Clause 2.13.2)

Ref.: _____

Dated: _____

To,

**General Manager (Engineering),
Surat Smart City Development Ltd
115, Smart City Cell,
Surat Municipal Corporation (H.Q.)
Mahanagar Seva Sadan, Muglisara,
Surat - 395 003, Gujarat**

**Sub: Application for Pre-qualification for Development of Multi Level Car Parking (MLCP)
cum Commercial Complex at Umarwada - Final Plot no. 150, T.P. 8, Surat on DBFOT
Basis**

Dear Sir,

- 1 With reference to your RFQ document dated _____[§], I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.
- 2 I/ We acknowledge that the Tender Inviting Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
- 3 This statement is made for the express purpose of qualifying as a Bidder for the design, build, finance, operate, maintain and transfer of the aforesaid Project.
- 4 I/We shall make available to the Tender Inviting Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
- 5 I/ We acknowledge the right of the Tender Inviting Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted

[§] All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

by applicable law, our right to challenge the same on any account whatsoever.

- 6 I/We certify that in the last three years, we/any of the Consortium Members or our / their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 7 I/We declare that:
- (a) I/We have examined and have no reservations to the RFQ document, including any Addendum issued by the Tender Inviting Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Tender Inviting Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (e) I/We hereby confirm that we will adhere to the minimum technical requirements such as capacity, process requirement, quality governance, environmental compliance and other statutory requirements as defined in the RFQ, RFP and CA elsewhere.
- 8 I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.

- 9 I/We believe that we/our Consortium / proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and are / is qualified to submit a Tender.
- 10 I/We declare that we/any Member of the Consortium, or our / its associates are not a Member of a / any other Consortium applying for pre-qualification.
- 11 I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 13 I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
- 14 [I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. [A copy of the aforesaid guidelines forms part of the RFQ at Appendix-V thereof.]
- 15 I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Tender Inviting Authority of the same immediately.
- 16 The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.

- 17 I/We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 2013, or shall incorporate itself as such prior to execution of the Concession Agreement.
- 18 I/ We hereby confirm that we are in compliance of / shall comply with the O&M requirements specified in Clause 2.2.3.^α
- 19 I/We, hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Tender Inviting Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 20 I/we agree and undertake to abide by all the terms and conditions of the RFQ document.
- 21 I/We certify that in terms of the RFQ, my/our Networth is Rs. (Rs. in words) and the Aggregate Experience Score is (Number in words).
- 22 We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Commercial Operation Date (COD) in accordance with the Concession Agreement. }^{\$}

In witness thereof, I/We submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

(Name and designation of the Authorised Signatory)

Name and seal of the Applicant / Lead Firm

^α Strike out whichever is not applicable

^{\$} Omit if the Applicant is not a Consortium.

APPENDIX I

Annex-I - Details of Applicant

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and / or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact / communication for the Tender Inviting Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the members of the Consortium.
 - (b) A copy of the Jt. Bidding agreement, as envisaged in Clause 2.2.6 (g) should be attached to the Application.
 - (c) Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.2.6(d)} [§]	Percentage of equity in the Consortium {Refer Clauses 2.2.6(a), (c) & (g)}
1.			
2.			
3.			
4.			

* The role of each member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

(d) The following information shall also be provided for each member of the Consortium:

Name of Applicant / member of Consortium:

No.	Criteria	Yes	No
1.	Has the Applicant / constituent of the Consortium been barred by the Central / State / UT Government, or any entity controlled by them, from participating in any Project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant / constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

[§]All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant

APPENDIX - I

Annex-II - Technical Capacity of the Applicant

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)

Applicant Type [#]	Member Code*	Project Code **	Category \$	Experience [¥] (Equivalent Rs. crore) ^{\$\$}			Experience Score [£]
				Payments made/received for construction of Eligible Projects in Categories 3 and 4	Payments made for development of Eligible Projects in Categories 1 and 2	Revenues appropriated from Eligible Projects in Categories 1 and 2	
1	2	3	4	5	6	7	8
Single entry applicant		a					
		b					
		c					
		d					
Consortium member 1		1a					
		1b					
		1c					
		1d					
Consortium member 2		2a					
		2b					
		2c					
		2d					
Consortium member 3		3a					
		3b					

Applicant Type [#]	Member Code*	Project Code **	Category \$	Experience [¥] (Equivalent Rs. crore) \$\$			Experience Score [£]
				Payments made/received for construction of Eligible Projects in Categories 3 and 4	Payments made for development of Eligible Projects in Categories 1 and 2	Revenues appropriated from Eligible Projects in Categories 1 and 2	
1	2	3	4	5	6	7	8
		3c					
		3d					
AGGREGATE EXPERIENCE SCORE =							

@ Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3 (c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.2.4. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.9, shall be provided.

* Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

** Refer Annex-IV of this Appendix-I. Add more rows if necessary.

\$ Refer Clause 3.2.1.

¥ In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form

part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project

\$\$ *For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 50 (fifty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

£ *Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.6 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.7, and the product thereof shall be the Experience Score for such Eligible Projects.*

APPENDIX I

Annex-III - Financial Capacity of the Applicant

(Refer to Clauses 2.2.2 (B), 2.2.4(ii) and 3.4 of the RFQ)

(In Rs. crore^{\$\$})

Applicant Type ^{\$}	Member Code [£]	Net cash accruals					NET WORTH *
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity applicant							
Consortium member 1							
Consortium member 2							
Consortium member 3							
Total							

Name & address of Applicant's Bankers:

^{\$} An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

[£] For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

- * The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.
- \$\$ For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

Instructions:

1. The Applicant / its constituent consortium members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
 - a) Reflect the financial situation of the Applicant or Consortium Members and its / their Associates where the Applicant is relying on its Associate's financials;
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ document.
6. The applicant shall also provide the name and address of the Bankers to the Applicant.
7. The Applicant shall provide an Auditor's Certificate specifying the Net Worth of the Applicant and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.4(ii) of the RFQ document.

APPENDIX I

Annex-IV - Details of Eligible Projects

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)

Project code:

Member Code:

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & Nature of the project		
Category	5	
Year-wise a) payments received/ made for construction, b) payments made for development of PPP projects and/or c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of Project/ contract		
Date of completion/ Commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes / No)	15	

Instructions:

1. Applicants are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFQ, as the case may be. Information provided in this section is intended

- to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
 3. A separate sheet should be filled for each Eligible Project.
 4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.
 5. Refer to Clause 3.2.1 of the RFQ for category number.
 6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
 7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
 8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4

9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Applicant's statutory auditor[§] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/Member/Associate may provide the requisite certification.
13. If the Applicant is claiming experience under Categories 1 & 2[‡], it should provide a certificate from its statutory auditor in the format below:

[§]In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

[‡]Refer Clause 3.2.1 of the RFQ.

Certificate from the Statutory Auditor regarding PPP Projects^Φ

Based on the books of accounts and other published information authenticated by it, this is to certify that (name of the Applicant/Member/Associate) is/ was an equity shareholder in) (title of the project company) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (date) to (date)[¥]. The project was/is likely to be commissioned on (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs. cr., (Rupees Crore), of which Rs. cr. (Rupees Crore), of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

.....
.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ during the past five financial years were Rs. cr. (Rupeescrore) as per year-wise details noted below:

.....
.....

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the Authorised Signatory)

Date :

^ΦProvide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

*Refer instruction no.10 in this Annex-IV

[¥]In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that (name of Applicant) constructed and/ or owned the (name of project) from (date) to (date)."

14. If the Applicant is claiming experience under Category 3 & 4*, it should provide a certificate from its statutory auditors or the client in the format given below:

Certificate from the Statutory Auditor/ Client regarding development /construction works^Φ

Based on the books of accounts and other published information authenticated by it, This is to certify that (name of the Applicant/Member/Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project)}. The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any). It is certified that (name of the Applicant/ Member/ Associate) received/paid Rs. cr. (Rupees crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which the Applicant/Member/Associate received/paid Rs. cr. (Rupees crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFQ, during the past five financial years as per year-wise details noted below:

.....
.....

{It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/ consortium. }[^]

Name of the audit firm:

Seal of the audit firm:
signatory).

(Signature, name and designation of the authorised

Date:

* Refer Clauses 3.2.1 and 3.2.4 of the RFQ.

^Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

[^] This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Associate) is held, directly or indirectly[‡], by (name of Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFQ.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member in the Associate. In the event the Associate is under common control with the Applicant/Consortium Member, the relationship may be suitably described and similarly certified herein}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score[©].

[§] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[‡] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

[©] Refer Clause 3.2.6 of the RFQ

APPENDIX I

Annex-V - Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref.:

Date:

To,

**General Manager (Engineering),
Surat Smart City Development Ltd
115, Smart City Cell,
Surat Municipal Corporation (H.Q.)
Mahanagar Seva Sadan, Muglisara,
Surat - 395 003, Gujarat**

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that (Insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

Please strike out whichever is not applicable.

APPENDIX-II - Power of Attorney for signing of Application

(Refer Clause 2.2.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our Tender for the **Development of Multi Level Car Parking (MLCP)cum Commercial Complex at Umarwada - Final Plot no. 150, T.P. 8, Surat on DBFOT Basis** Project proposed or being developed by the **Surat Smart City Development Limited (SSCDL)** (the “Tender Inviting Authority”) including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Tender Inviting Authority, representing us in all matters before the Tender Inviting Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with the Tender Inviting Authority in all matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Tender Inviting Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-III - Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.5)

Whereas the **Surat Smart City Development Limited** (the “**Tender Inviting Authority**”) has invited applications from interested parties for the **Development of Multi Level Car Parking (MLCP)cum Commercial Complex at Umarwada - Final Plot no. 150, T.P. 8, Surat on DBFOT Basis**(the “**Project**”).

Whereas,and (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Tender for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at M/s..... having our registered office at M/s..... having our registered office at and M/s..... having our registered office at, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its Tender for the Project, including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and

undertakings consequent to acceptance of the Tender of the Consortium and generally to represent the Consortium in all its dealings with the Tender Inviting Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Tender for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Tender Inviting Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-IV Joint Bidding Agreement

(Refer Clause 2.13.2)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of, 20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the **FIRST**, **SECOND** and **THIRD PART** are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

\$ The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three)

WHEREAS

(A) **Surat Smart City Development Limited**, having its office at **115, Smart City Cell, Surat Municipal Corporation (H.Q.), Mahanagar Seva Sadan, Muglisara, Surat– 395003**

(Gujarat)(hereinafter referred to as the “**Tender Inviting Authority**”) which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications**) by its Request for Qualification No. dated (the “**RFQ**”) for pre-qualification and short-listing of bidders for development and operation/ maintenance of **Multi Level Car Parking (MLCP)cum Commercial Complex at Umarwada - Final Plot no. 150, T.P. 8, Surat on DBFOT Basis** Project (the “**Project**”) through public private partnership.

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other Tender documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a the special purpose vehicle (the “**SPV**”), under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Tender Inviting Authority and for performing all its obligations as the

Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- {(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium }

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Concession Agreement, till such time as the Commercial Operation Date (COD) for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the fifth anniversary of the

date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and networth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFQ.

- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the fifth anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- 6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV for the term of the concession.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.
- 6.6 The Parties undertake that if it is selected to undertake the Project, the Parties shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting our operation & maintenance (O&M) obligations to an entity having the aforesaid experience, failing which the Parties agree that the Concession Agreement shall be liable to termination. The Parties further undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV for a period of 5 (five) years from the date of commercial operation of the Project, in terms of the Concession Agreement. ^ζ

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney

^ζ Applicable In the event that the Applicant does not have O&M experience as stipulated in Clause 2.2.3

in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the

Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Tender Security by the Tender Inviting Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Tender Inviting Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of SECOND PART by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of THIRD PART by:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. 2.

Notes:

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

APPENDIX-V Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1) No. 6/4/2001-DD-II

Government of India Department of
Disinvestment

Block 14, CGO Complex New Delhi.

Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012 could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX-VIAffidavit

(To be furnished on the non-judicial stamp Paper of Rs.100 and duly notarized)

Name of Work:- _____

- **I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand in case of wrongful/false information, corporation is entitled to take any civil & criminal punitive action against me/us.**
- The undersigned also hereby certifies that neither our firm/JVM/s _____ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during last three years, prior to the date of this bid,
- The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or a corporation to furnish pertinent information deemed necessary and requested by the SSCDL to verify our statement or our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the SSCDL.
- The SSCDL and its authorized representatives are hereby authorized to conduct any inquiries or investigation to verify the statements, documents, and information permitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. The Affidavit will also serve as authorization to any individual or authorized representative to any institute referred to in the supporting information, to provide such information deemed necessary and requested by representative of Surat Smart City Development Limited to verify statements and information provided in the Tender or with regard to the resources, experiences and competence of the Applicant.

Signed by the Authorized signatory of the firm/JV

Title of the Office

Name of the firm

Date:-

APPENDIX-VII Instructions

- Tender fee shall be submitted in electronic format only through online (by Scanning) while uploading the bid. This submission shall mean that Tender fee are received for Purpose of opening the bid. Accordingly, bid/tender of those tenderers who's tender fee is received electronically, shall be opened. However, for the purpose of realization of Tender fee, bidder shall send the Tender fee in the required format in original through RPAD/Speed Post so as to reach the Accounts Department (Main Office) within 7 days from the last day of submission of online bid. Punitive action shall be initiated for not submission of Tender fees in original to Accounts Department (Main Office) by bidder including abeyance of registration and cancellation of E-Tendering code for one year. All documents in supporting of bid shall be in electronic format only through online (by scanning) during the bidding period & hard copy will not be accepted separately.
- All documents must be coloured scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.
- All the documents must be notarized with clearly displaying Stamp, Number and Name of the notary.

“Following Documents shall only be submitted in HARD COPY to SURAT SMART CITY DEVELOPMENT LIMITED (SSCDL) by all bidders in the manner mentioned in Clause 2.13.2 and at the address mentioned in Clause 2.13.3.

- Tender Fees as mentioned in the tender.
- Affidavit (Appendix VI) on Non Judicial Stamp Paper of Rs.100/-

Signature, Address, Seal of Bidder

APPENDIX-VIII - Undertaking From Applicant/Member For Claiming Technical Capacity/ Net Worth Of Associate

(Refer Clause 2.2.9)

(An Applicant/ Member relying on the Technical Capacity/ Net Worth of its Associate shall submit this undertaking on Non Judicial Stamp Paper of INR 100/- and duly notarized. An undertaking executed and issued outside the territory of India is to be consularised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being executed.)

Date:

Place:

To,
**General Manager (Engineering),
Surat Smart City Development Ltd
115, Smart City Cell,
Surat Municipal Corporation (H.Q.)
Mahanagar Seva Sadan, Muglisara,
Surat - 395 003, Gujarat**

Sub: Application for Pre-qualification for Development of Multi Level Car Parking (MLCP) cum Commercial Complex at Umarwada - Final Plot no. 150, T.P. no. 08, Surat on DBFOT Basis

Dear Sir,

This has reference to the Application being submitted by _____ (mention the name of Applicant/ Lead Member) in respect of the captioned Project in response to the RFQ document issued by the SMC on _____, 2016.

We hereby confirm the following:

1. We are relying upon the credentials of the following Associate(s) to qualify for the Project, and the nature of our legal relationship, as per the requirements stated in the RFQ document, is provided in the table below. The details of the equity shareholding in support of the legal relationship, duly certified as per the requirement of this RFQ document, is enclosed.

S. No.	Name of Associate	Legal Relationship with Applicant/Member	NetWorth/ Relevant details of projects being claimed for Technical Capacity
1			
2			

3			
---	--	--	--

2. The detailed Technical Capacity/Net Worth of our Associate _____(insert name of the entity) for the above mentioned projects/Net Worth is enclosed, duly certified as per the requirements of this RFQ document in respect of Technical Capacity/Net Worth.
3. We also agree that any change which affects our eligibility at any point of time till a period of two years from the date of commercial operation of the Project could lead to termination of the contract by the Authority.
4. We are hereby enclosing necessary certificates and documents as required under the RFQ document. We therefore request the Authority to consider the above experience and/ or Net Worth for the purposes of evaluation of the Technical Capacity and Financial Capacity.

For and on behalf of _____ (insert name of the Applicant /Member relying upon the Technical Capacity/Net Worth of its Associate)

Signature _____

(Director /Company Secretary of the Applicant / Member of the Consortium)

Name of the Person: _____

Designation: _____

Address

Company Seal/Seal of Entity

Countersigned by the Authorized Signatory of the Applicant / Lead Member in case of a Consortium

Signature: _____

Name of the Person: _____

Designation: _____

Address: _____

Enclosed:

1

2

APPENDIX IX-Undertaking From Associate

(Refer Clause 2.2.9)

(Each Associate entity whose Technical Capacity/Net Worth is being relied upon has to submit this undertaking on Non Judicial Stamp Paper of INR 100/- and duly notarized. An undertaking executed and issued outside the territory of India is to be consularised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being executed)

Date:

Place:

To,
**General Manager (Engineering),
Surat Smart City Development Ltd
115, Smart City Cell,
Surat Municipal Corporation (H.Q.)
Mahanagar Seva Sadan, Muglisara,
Surat - 395 003, Gujarat**

Sub: Application for Pre-qualification for Development of Multi Level Car Parking (MLCP) cum Commercial Complex at Umarwada - Final Plot no. 150, T.P. no. 08, Surat on DBFOT Basis

Dear Sir,

This has reference to the Application being submitted by _____ (mention the name of Applicant/Lead Member) in respect of the captioned Project in response to the RFQ document issued by the SMC on _____, 2016.

We hereby confirm the following:

1. We have examined in detail and have understood and satisfied ourselves regarding the contents of the RFQ document.
2. The nature of our legal relationship with _____ (name of the Applicant/ Member claiming the Technical Capacity/Net Worth of the Associate), which is the Applicant/ Member, as per the requirements stated in the RFQ document, is _____ (Please insert the details of the relationship).
3. We have understood the nature of work/project being undertaken by the Applicant and the reason for which our Technical Capacity/Net Worth is being sought to be relied upon by it.

4. We undertake and hereby commit that for the successful implementation of the above-mentioned Project, we shall maintain the Associate relationship as defined in the RFQ document, and shall continue to provide requisite support to _____ (name of the Applicant/ Member claiming the Technical Capacity/ Net Worth of the Associate) in respect of the roles _____ (briefly define the roles of the Applicant/ Member) as detailed in the RFQ document being submitted by _____ (name of the Applicant/ Lead Member) for a period of 2 (two) years from the date of commercial operation of the Project.

For and on behalf of _____ (insert name of Associate entity whose experience is being relied upon)

Signature: _____

(Director/ Company Secretary of the Associate entity whose Technical Capacity/Net Worth is being relied upon)

Name of the person: _____

Designation: _____

Address

Company Seal/Seal of Entity

Confirming Party

We hereby confirm, agree and undertake to maintain this Associate relationship during lock in period

For and on behalf of _____ (insert name of Associate entity whose experience is being relied upon)

Signature: _____

(Director/ Company Secretary of the Associate entity whose Technical Capacity/Net Worth is being relied upon)

Name of the person: _____

Designation: _____

Address

Company Seal/Seal of Entity

Countersigned by the Authorized Signatory of the Applicant / Lead Member in case of a Consortium

Signature: _____

Name of the Person: _____

Designation: _____

Address: _____

APPENDIX-X - List of Tender-Specific Clauses^s

A. Clauses and appendices with non-numerical footnotes

1. Clause 1.2.3: Brief description of Bidding Process
2. Clause 2.2.2 (B): Eligibility of Applicants: Financial Capacity
3. Clause 2.2.4 (i): Eligibility of Applicants
4. Clause 2.10.3: Amendment of RFQ
5. Clause 2.2.11: Eligibility of Applicants
6. Clause 2.19.1 (g): Tests of responsiveness
7. Clause 3.2.1 (ii): Technical Capacity for purposes of evaluation
8. Appendix I: Letter Comprising the Application for Pre-Qualification: Para 1 and 21
9. Annex-I, Appendix I: Details of Applicant (Table to Para 5(c))
10. Annex-II, Appendix I: Technical Capacity of the Applicant
11. Annex-III, Appendix I: Financial Capacity of the Applicant
12. Annex-IV, Appendix I: Details of Eligible Projects
13. Annex-IV, Appendix I: Details of Eligible Projects:
 - (i) Certificate from the Statutory Auditor regarding PPP projects
 - (ii) Certificate from the Statutory Auditor/ Client regarding construction works, and
 - (iii) Certificate from Statutory Auditor/ Company Secretary regarding Associate
14. Appendix IV: Joint Bidding Agreement: Recital, Para 4
15. Appendix X: List of Tender-specific clauses

B. Clauses and appendices with curly brackets

1. Clause 1.2.3: Brief description of Bidding Process
2. Appendix I: Letter Comprising the Application for Pre-Qualification: Para 22
3. Annex-I, Appendix I: Details of Applicant (Table to Para 5(c), Column 3)
4. Annex-IV, Appendix I: Form of Certificate from the Statutory Auditor/ Client regarding construction works
5. Appendix IV: Joint Bidding Agreement
6. Appendix VI: Affidavit

C. Clauses and appendices with blank spaces

1. Appendix I: Letter Comprising the Application for Pre-Qualification: Para 1 and 21
2. Annex-IV, Appendix I: Details of Eligible Projects: Certificate from the Statutory Auditor regarding PPP project.
3. Annex-IV, Appendix I: Details of Eligible Projects: Certificate from the Statutory Auditor/ Client regarding construction works
4. Annex-IV, Appendix I: Details of Eligible Projects: Certificate from Statutory Auditor/ Company Secretary regarding Associate
5. Annex-V, Appendix I: Statement of Legal Capacity
6. Appendix II: Power of Attorney for signing of Application
7. Appendix III: Power of Attorney for Lead Member of Consortium
8. Appendix IV: Joint Bidding Agreement: Recitals
9. Appendix VI: Affidavit
10. Appendix VIII: Undertaking from Applicant/ Member for claiming Technical Capacity/ Net worth of Associate
11. Appendix IX: Undertaking from Associate

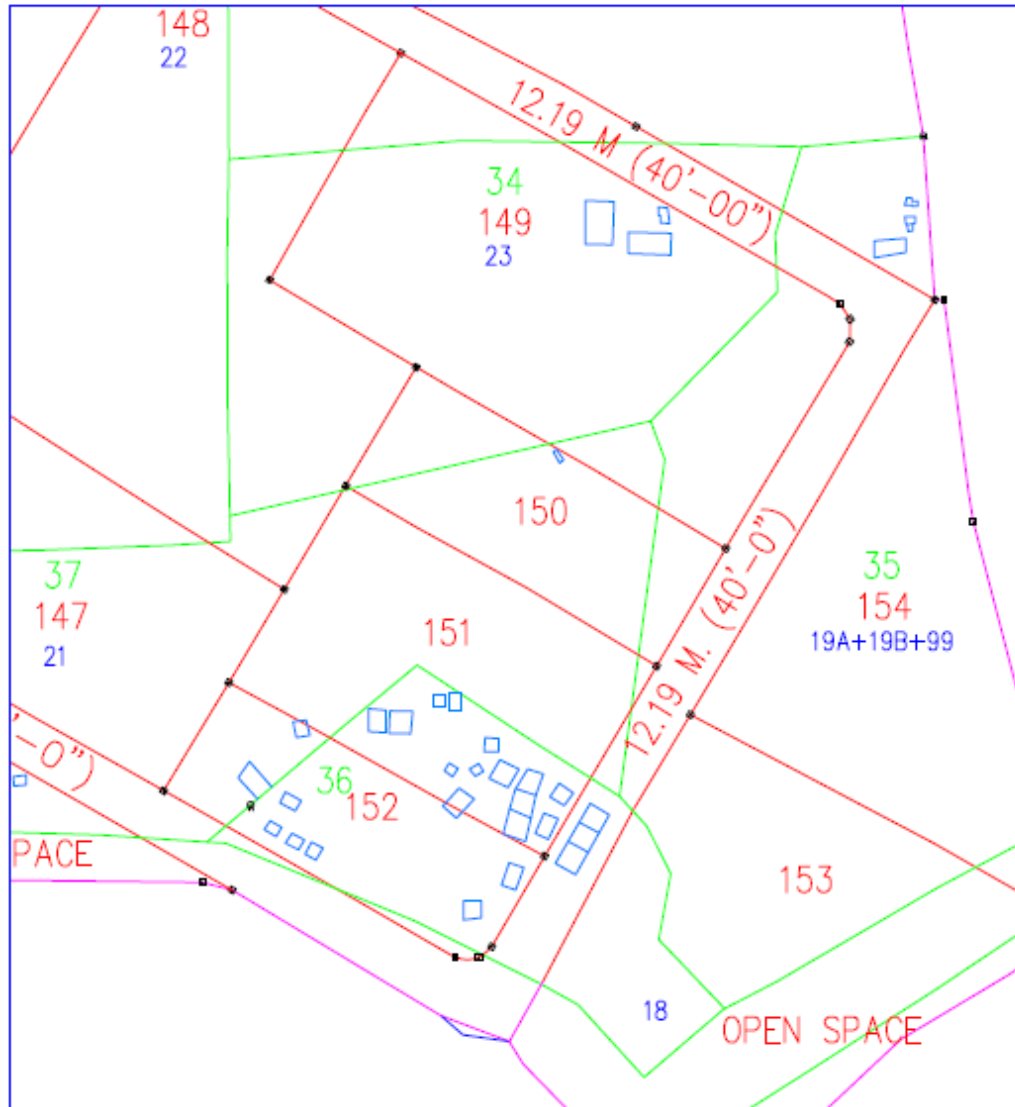
APPENDIX XI - Project Overview

- Effective traffic and transport planning is a key requirement for land use planning and development of cities. Emerging Cities like Surat need traffic and transport infrastructure such as roads, junctions, signaling and parking facilities for effective mobility. Availability of proper parking facilities particularly in central business district and commercial areas is a prerequisite for effective traffic and transportation planning. **Multi-Level Car Parking (MLCP)** is a strategic way of increasing the Equivalent Car Space (ECS) at a parking site. Off-street or on-street parking does not enable optimum utilization of the land and leads to a capacity shortage in certain cases. However, a MLCP can accommodate many more vehicles than a land parking lot can depend on the number of floors, development control norms etc.
- Government of Gujarat is also encouraging urban local bodies to implement parking projects through PPP as they can be completely financed by the private developer, do not require grant support for construction as well as operation and maintenance and part of the revenues earned by the developer can be shared with the ULB which brings in additional revenues.
- In among those ULBs, **SURAT SMART CITY DEVELOPMENT LIMITED (SSCDL)** has taken preventive steps to tackle the deteriorating condition and cope with increased demand for commuters' parking space on Main market places of city, intends to develop efficient Multi-level Mechanized Parking facility through Public Private Partnership (PPP) Basis in order to attract large scale private participation in the project at different identified 06 (six) location of Surat City.
- To fructify this objective, the Surat Municipal Corporation has appointed a'XYKno Capital Services Pvt. Ltd. as the Transaction Advisors for conceptualizing the Project and examining its techno-financial feasibility for implementing the same in Public – Private Partnership (PPP) Mode. **This bidding document is for the purpose of the Development of Multi Level Car Parking (MLCP) Cum Commercial Project at Umarwada - Final Plot no. 150, T.P. 8., Surat, Gujarat.**
- Surat is a city located on the western part of India in the state of Gujarat. It is one of the most dynamic city of India with one of the fastest growth rate due to immigration from various part of Gujarat and other states of India. Surat is India's eighth and Gujarat's

second most populous city with a population of 4.4million (2011). It is one of the economic power-house of Gujarat. The city's economy is essentially based on two industries, textile and diamond cutting and polishing industry. For this reason the city has been a huge magnet for migration from all over the state and the country. Surat has been experiencing an average annual growth of population, more than 6% making it the 8thlargest city in terms of population. With the growth of number of SEZs in the region, it is expected that the population of the city would reach 80 to 90 lakh by 2031.Surat is one of the cleanest cities of India and is also known by several other names like "THE SILK CITY", "THE DIAMOND CITY", "THE GREEN CITY", etc. Still today, Surat continues the same tradition as people from all around the country flock in for business and jobs. Surat has practically zero percent unemployment rate and jobs are easier to get here due to very fast development of various industries in and around Surat City.

- The Site is located beside Umarwada Area, which is one of the most happening areas of the Surat and which is the hub of the textile market for all over the India. The site is centrally located at the biggest wholesale textile market and is surrounded by major textile markets which act as major catalyst for the textile market industry in India. Apart from the domination of the wholesale textile market, there also few retail textile markets present in the vicinity. The area of the site is 2670Sq.mtr. The scanned copy of Site Plan, Location of Site and Site Pics is attached below in Exhibit No. 1, Exhibit No. 2 and Exhibit No. 3 respectively.

Exhibit No. 1 - Scanned Copy of Site Plan



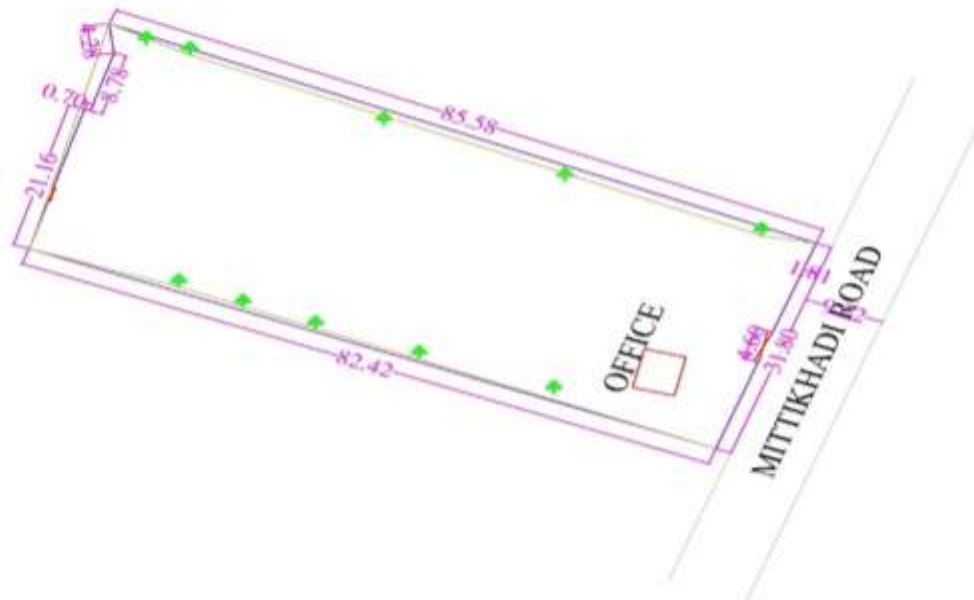
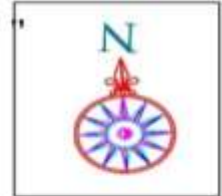
site location of Umarwada



Exhibit No. 2 Location of Site and Details



"TOPOGRAPHICAL SURVEY OF SMC PARKING AT MITTI KHADI ROAD SURAT"



TOTAL PLOT AREA=2724.50 SQM

ALL DIMENSIONS ARE IN METERS
SCALE 1 : 500

- LEGEND -

	ELECTRIC POLE
	MANHOLE
	HAND PUMP
	TREE
	BURY UP STRUCTURE
	PAINTED ROAD
	TRANSFORMER
	BOUNDARY WALL
	TELEPHONE POLE
	CULVERT
	LAMP POST
	RED LIGHT

Outcome of Topographical Survey –

With reference to the Topo-survey conducted and physical examination by a'XYKno capital services following is the outcomes of topographical survey –

Abhishek Market Road Topographical Survey		
Sr. No.	Particulars	Details
1.	Location of Propose Plot	Latitude-21°11'17.69"N Longitude-72°50'43.01"E
2.	Shape of Plot	Rectangular
3.	Area of Plot (as per Survey)	2724.50 Sq Mts.
4.	Existing Roads	On the East Side adjoining the plot 9mtr. Named Abhishek Market
5.	Entry / Exit to the site	East Side adjoining the plot 9 mtr. Named Abhishek Market
6.	Surroundings	Highly Commercial with wholesale Markets
7.	Traffic Movement	Loading and Unloading of vehicles
8.	Existing Use of Proposed site Plot	For Pay & Park facility and for loading and unloading of trucks
9.	Visibility:	Good
10.	Land Use:	Commercial
11.	Applicable FSI:	1.8
12.	Setbacks	11 meters front side, 9m back side, 14m left, 3.5m right
13.	Administration:	SMC
14.	Land Ownership:	SMC
15.	Government rate of land	
	For vacant Land	Rs. 37,250/-
	For Residential Apartment	Rs. 29,500/-
18.	For offices	Rs. 38,350/-
19.	For shops	Rs 44,625/-

Exhibit No. 3 Site Pictures

	
Parking at site	Parking at site
	
Abhishek Market road	Parkingsite
	
Site Entrance	Parking office at site

Existing Demand on 500 meters:

- The site can be accessed through Abhishek Market Ring road and currently the site has been leased out for open pay parking. The site catering the demand of 91four wheelers,96two wheelers and also allowing the parking of 31 Autos and 13Heavy Commercial Vehicles (HCV)per day. The connectivity and the location advantage provide scope for development Multi-level cum commercial project.

Projected Demand:

- The Present demand is projected with 5% of traffic growth till 2040 and the average of those demands were considered as the proposed demand for MLCP. The demand was projected as per the survey performed in the influence area of 300m radius.

SL NO	Future Proposed Demand Particulars	Numbers
1.	Number of four wheelers ECS proposed at site	169
2.	Number of two wheelers proposed at site	179
3.	Number of HCV's proposed at site	12
4	Number of Auto's proposed at site	31
	Total	391

Proposed development as per study:

- The parking project was analyzed both from commercial as standalone perspective. Considering the demand for car parking along with the commercial development in the locality the site has good potential for developing a Multi-Level car parking and commercial project.

Table No.1 – Proposed Capacity

SL NO	Particulars	Public Parking Numbers*
1.	Number of four wheelers ECS proposed at site	149
2.	Number of two wheelers proposed at site	20
3.	Number of HCV's proposed at site	12
4.	Area for commercial development	Built-up area 2916Sq.mtr.

**Note: selected Concessionaire can increase the number of Public Parking space as per his approved drawing and viability*

The parking slots for Commercial Space in the project shall be the responsibility of the Concessionaire and the same should be provided by the Concessionaire as per the Applicable Laws. Under any circumstances, the parking slots for public parking shall not

be considered for commercial purpose. There shall not be any exemption of taxes and duties

Broad Scope of Developer

- Design, Construct and Finance the
 - 1) **Multi Level Car Parking Structure** as well as
 - 2) **Commercial Complex**, which may include:
 - ✓ Office spaces for Commercial Organizations Eg. Bank, Insurance Companies etc.
 - ✓ Retail Showrooms for Consumer goods / Garments / Electronics etc.
 - ✓ Hotels, Restaurants.
- Operation and Maintenance of Parking Cum Commercial Complex along with fixed Annual Concession Fee to be paid to SSCDL for the entire Concession Period.
- **Developer to build the Car Parking Complex with ECS Capacity of 149 Four Wheelers and 25 Two wheelers parking space excluding (commercial parking ECS) and develop the remaining built up space for Commercial Complex usage as per their business plans.**
- The Parking as well as Commercial Structure to be handed over to SSCDL free of cost and all encumbrances at the end of Concession Period.

Considering the Proposed Capacity and the proposed Commercial area, the project cost has been arrived at. The details of project cost is mentioned in table no. 2

Table No. 2 – Total Project Cost	
COST OF PROJECT & MEANS OF FINANCE	(Rs in Lacs)
Particulars	Option C
Construction cost	1412.85
CAPEX Cost of Commercial	674.55
CAPEX Cost of MLCP	723.55
Common Area	14.76
Plumbing , Electrification , Sanitation and other amenities	105.96
Add. For Electrification @ 5%	70.64
Add. For plumbing and Sanitation @ 2.5%	35.32
Construction Cost including land & Development Cost	1518.82
Insurance @ 0.5%	7.59
Drawing Sanction, Geotechnical Survey and other pre-approval Expenses @ 0.5%	7.59
Project Management charges @ 2%	30.38
Minimum upfront payment (Premium for Land)	164.41
Interest During construction period	205.35
Total Project Cost	1934.14

The above project is envisaged to be set up under PPP mode and the concession period of the concessionaire is tentatively fixed as 30 years with 2 years for construction of the facility and 28 years for operation. Further it is proposed that the concessionaire shall pay the following fixed payment to SSCDLAs stated below:

- Upfront Fee at the time of signing of Concession Agreement, the Minimum Upfront Fee threshold value has been considered as **Rs 1.64Crores**.
- Threshold value Annual Lease Premium / Annual Concession Fees for the first year will be **Rs. 5, 10,000/- (Rupees Five Lakhs Ten Thousand Only)** shall be paid by the Successful Bidder at start of COD date or start of 3rd year, whichever is earlier. Further this will be realized on subsequent anniversaries of such a date with an annual escalation at CAGR of 5% for the entire Concession Period. Any delays in payment of the Annual Concession Fees shall be dealt with as per the provisions of the Concession Agreement.