



**Designing, Setting – Up, Operating and Maintaining of
Smart Bus Stops & Smart Public Toilets in
Area Based Development of Visakhapatnam Smart City on
Public Private Partnership Basis**

October 2017



**RFQ-cum-RFP for
Designing, Setting – Up, Operating & Maintaining of
Smart Bus Stops & Smart Public Toilets in
the Area Based Development of
Visakhapatnam Smart City on
Public Private Partnership Basis**

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DISCLAIMER

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

This RFQ-cum-RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFQ-cum-RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFQ-cum-RFP. This RFQ-cum-RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ-cum-RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ-cum-RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder 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-cum-RFP and obtain independent advice from appropriate sources.

Information provided in this RFQ-cum-RFP to the Bidder(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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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-cum-RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ-cum-RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ-cum-RFP or arising in any way for participation in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ-cum-RFP.

The 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-cum-RFP.

The issue of this RFQ-cum-RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Glossary

ABD	As defined in Clause 1.1.1
APSRTC	As defined in Clause 1.1.3
Associate	As defined in Clause 2.1.14
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.22.1
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Bid Stage	As defined in Clause 1.2.1
Concession	As defined in Clause 1.1.5
Concessionaire	As defined in Clause 1.1.2
Concession Agreement	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.1.14
Consortium	As defined in Clause 2.2.1
Damages	As defined in Clause 2.1. 14
DBFOT	As defined in Clause 1.1.1
Demand Draft	As defined in Clause 1.2.2
Eligible Experience	As defined in Clause 4.2.1
Eligible Projects	As defined in Clause 4.2.1
Estimated Project Cost	As defined in Clause 1.1.4
Financial Capacity	As defined in Clause 2.2.2 (B)
GVMC	As defined in Clause 1.1.3
Highest Bidder	As defined in Clause 1.2.6(b)
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, as defined in Clause 3.4.5
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.4 (ii)
O&M	Operation and Maintenance
OOH	As defined in Clause 2.2.3
PPP	As defined in Clause 1.1.1
Premium	As defined in Clause 1.2.6(a)

Processing Fee	As defined in Clause 1.2.2
Project	As defined in Clause 1.1.1
Project Components	As listed out in Clause 1.1.1
Qualification	As defined in Clause 1.2.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFQ-cum-RFP	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.4.1
SPV	As defined in Clause 2.2.6
Technical Capacity	As defined in Clause 2.2.2 (A)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

1. INTRODUCTION

1.1 Background

- 1.1.1 The Greater Visakhapatnam Smart City Corporation Limited (the “**Authority**”) is engaged in the implementation of the Smart City Mission projects in Visakhapatnam and as part of this endeavour, the Authority has decided to undertake **Designing, Setting – Up, Operating and Maintaining of Smart Bus Stops & Smart Public Toilets in the Area Based Development of Visakhapatnam Smart City** (the “**Project**”) through Public-Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis, and has, therefore, decided to carry out the bidding process for selection of an entity as the bidder to whom the Project may be awarded.

The Project involves setting up of Smart Clusters comprising of

- (i) Smart Bus Stops that are mandatorily to be constructed/installed
- (ii) Smart Public Toilets and
- (iii) ATMs or Kiosks
- (iv) Smart solutions overlay

at locations of existing bus stops in the Area Based Development (the “**ABD**”) of Visakhapatnam. The indicative cost of the Project is Rs.20 Crores (Rupees Twenty Crores). Further details of the Project are available in the accompanying Information Memorandum of the Project.

The Bid Documents may be also be downloaded from the websites www.gvmc.gov.in and www.apecurement.gov.in.

The Authority intends to qualify suitable entities (the “**Bidders**”) and select amongst them a Bidder for awarding the Project through an open competitive bidding 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, 1956/2013 or undertakes to incorporate as such prior to execution of the concession agreement (the “**Concessionaire**”) that shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3 The scope of work will broadly include designing and constructing Smart Clusters in the ABD of Visakhapatnam at locations of existing bus shelters, and the operation & maintenance thereof during the concession period. Bidders may install/construct Smart Clusters at additional locations within the ABD, after obtaining approval from the Andhra Pradesh State Road Transport Corporation (the “**APSRTC**”) and the Greater Visakhapatnam Municipal Corporation (the “**GVMC**”) during the concession period of the Project.
- 1.1.4 The total Indicative capital cost of the Project (the “**Estimated Project Cost**”) is specified in Clause 1.1.1. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).

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

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a single stage bidding process (referred to as the **"Bidding Process"**) for selection of the Bidder for award of the Project. The first sub-stage (the **"Qualification Stage"**) of the bidding process involves qualification (the **"Qualification"**) of interested parties/ consortia (the **"Bidders"**, which expression shall, unless repugnant to the context, include the Members of the Consortium) in accordance with the provisions of this RFQ-cum-RFP. Only those Bidders who satisfy the conditions of eligibility related to Technical Capacity shall be qualified (the **"Qualified Bidders"**). The second sub-stage involves evaluation of the Financial Proposals of Qualified Bidders (the **"Bid Stage"**), within the period prescribed in Clause 1.3, in order to identify the Selected Bidder. Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFQ-cum-RFP.

The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

- 1.2.2 Bidders are required to furnish all the information specified in this RFQ-cum-RFP and other documents to be provided by the Authority (collectively the **"Bidding Documents"**). The Bidding Documents can be downloaded from www.apecprocurement.gov.in or from www.gvmc.gov.in. Bidders are required to pay a sum of Rs.20,000 (Rupees Twenty Thousand only) as the process fee (the **"Processing Fee"**) at the time of submission of their Bids. The Processing Fee shall be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Managing Director, GVSCCL and payable at Visakhapatnam (the **"Demand Draft"**) having a validity of not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of Bids (the **"Bid Due Date"**).
- 1.2.3 The Bidding Documents include the draft Concession Agreement for the Project which is enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid document and any addenda issued subsequent to this RFQ-cum-RFP Document, will be deemed to form part of the Bidding Documents.

- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security (the “**Bid Security**”) of Rs.20 Lakhs (Rupees Twenty Lakhs), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders have to provide Bid Security in the form of a bank guarantee acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 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 Bids for award of the Concession including implementation of the Project.
- 1.2.6 (a) Bids are invited for the offer to pay an annual premium to the Authority (the “**Premium**”).
- (b) In this RFQ-cum-RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Premium. The Bidder shall specify a Premium for the first year of the concession and it shall be increased for each subsequent year by 5% (five per cent). The concession period and other terms are pre-determined, as indicated in the draft Concession Agreement, and the Premium shall constitute the sole criteria for evaluation of Bids. Subject to the provisions of Clause 2.18, the Project will be awarded to the Highest Bidder.
- 1.2.7 Generally, the Highest Bidder shall be the Selected Bidder. The Second Highest Bidder shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFQ-cum-RFP, be invited to undertake the Project in case the Highest Bidder withdraws or is not selected for any reason. Notwithstanding anything mentioned in this clause 1.2.7, the Authority may, in its sole discretion, annul the Bidding Process and invite fresh Bids for the Project.
- 1.2.8 The Concessionaire shall, in consideration of its investment, be entitled to levy and collect a user fee for the usage of Smart Public Toilets. Further, the Concessionaire is eligible to set-up ATMs, Kiosks, Water ATMs, Smart Poles, Telecom Towers and e-Waste Storage etc., within the Smart Bus Stop cluster and collect revenues, including rentals, from the same. In addition, the Concessionaire is also given the advertising rights of the Smart Bus Stop cluster.
- 1.2.9 Any queries or request for additional information concerning this RFQ-cum-RFP shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach the officer designated in Clause 2.13.5 by the specified date. The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFQ-cum-RFP for **Designing, Setting – Up, Operating and Maintaining of Smart Bus Stops & Smart Public Toilets in the Area Based Development of Visakhapatnam Smart City Project”.**

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Event Description	Estimated Date
1. Start date for Downloading of Bid	Oct.13, 2017 from 15:00 hours

Documents

- | | | |
|-----|--|----------------------------------|
| 2. | Last date for receiving queries | Oct.28, 2017 up to 17:00 hours |
| 3. | Pre-Bid Conference | Oct.30, 2017 at 11:30 hours |
| 4. | Authority response to queries latest by | Nov.06, 2017 by 17:00 hours |
| 5. | Bid Due Date | |
| | (a) for online submission on
www.apecprocurement.gov.in | Nov.28, 2017 up to 17:00 hours |
| | (b) for submission of hardcopies
(bound in hard cover) | Nov.30, 2017 up to 17:00 hours |
| 6. | Opening of Qualification Proposal | On Bid Due Date at 18:00 hours |
| 7. | Presentation by Bidder on the Project | Within 15 days from Bid Due Date |
| 8. | Opening of Financial Proposal | Within 30 days from Bid Due Date |
| 9. | Letter of Award (LOA) | Within 60 days of Bid Due Date |
| 10. | Signing of Concession Agreement | Within 30 days of award of LOA |

1.4 Pre-Bid Conference

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

Date & Time: _____, 2017 at 11:30 hours

Venue: Office of Managing Director,
Greater Visakhapatnam Smart City Corporation Limited,
c/o Greater Visakhapatnam Municipal Corporation,
Room No.306, Asilmetta Junction, Visakhapatnam – 530003
Andhra Pradesh, India

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFQ-cum-RFP, but defined in any other Bidding Document for the Project shall have the meaning assigned thereto.
- 2.1.3 Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFQ-cum-RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5 The Financial Proposal should be furnished in the format at Appendix–VII, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6 The Bid shall consist of a Premium to be quoted by the Bidder. The Premium shall be payable by the Concessionaire to the Authority, as per the terms and conditions of this RFQ-cum-RFP and the provisions of the Concession Agreement.
- 2.1.7 The Bidder shall furnish a Bid Security in accordance with the provisions of this RFQ-cum-RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–III.
- 2.1.8 The validity period of the Bank Guarantee and refund of the Bid Security shall be in accordance with the provisions of Clause 1.2.4 of this RFQ-cum-RFP.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix–IV, authorising the signatory of the Bid to commit the Bidder.
- 2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix–V.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 The documents including this RFQ-cum-RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.14 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, 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 a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (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 sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.14, 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% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, Member or any Associate thereof, has a relationship with another Bidder, Member 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 Bid of either or each other; or

- (vi) such Bidder, Member or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

For purposes of this RFQ-cum-RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ 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.

- 2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Sale of Bid Documents. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- 2.1.16 This RFQ-cum-RFP is not transferable.
- 2.1.17 Any award of Concession pursuant to this RFQ-cum-RFP shall be subject to the terms of Bidding Documents.
- 2.1.18 Other Bid conditions shall include:
- (i) the Bidder shall pay the transaction fee chargeable and the taxes applicable, as provided in www.apecprocurement.gov.in, for the purpose of submitting its bid online. The Bidder shall submit a hard copy of the receipt.
 - (ii) the Bidder or Member (in case of a Consortium) or any of their Associates is required to disclose any material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the last 5 years preceding the Bid Due Date, in the format furnished in Appendix-II.
 - (iii) A Bidder shall be liable for disqualification if the Bidder or Member (in case of a Consortium, any Member), in the 3 (three) Financial Years immediately preceding the Bid Due Date, is undergoing/undergone any corporate debt restructuring or

similar process; is categorized as a willful defaulter; is subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver; is declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended; is convicted or otherwise not found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied or that resulted in the suspension of the rights of the Bidder to provide any service permanent or temporary or carry on any type of business or operations. In the event of disqualification under this Clause 2.1.18, the Authority shall be entitled to Damages.

- (iv) The Bidder shall make a presentation on the Project to the Authority in accordance with Clause 1.3 and shall be marked for the same as specified under 'Design and Project Development' in Clause 2.2.2 (c).
- (v) Structures, whether temporary or permanent, taller than 14 m (Fourteen meters), exclusive of lightening arrestors, are not permitted as a part of the Project.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders, the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the "**Consortium**"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be a private entity or a combination of private entities with a formal intent to enter into an agreement or under an existing 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) Other eligibility conditions shall include:
 - (i) A Bidder or Member (in case of a Consortium) shall be a Company registered in India, under the Companies Act, 1956/2013.
 - (ii) If the Bidder or any Member (in case of a Consortium) is party to any litigation (required to be disclosed in the format furnished in Appendix-II), which, in the Authority's opinion, affects or could have a material adverse effect on the financial condition, prospects or business of such Bidder or Member or its ability to fulfil its obligations under the Concession Agreement, the Bid will not be evaluated further by the Authority.
 - (iii) The Bidder/Member (in case of a Consortium) shall not be undergoing as on the Bid Due Date or have undergone in the last 3 (three) financial years preceding the Bid Due Date, any corporate debt restructuring or similar process under the laws of India;
 - (iv) The Bidder/Member (in case of a Consortium) shall not be categorized as a willful defaulter as on the Bid Due Date or have been categorized so in the last

3 (three) financial years preceding the Bid Due Date, in accordance with Applicable Laws of the land in India;

- (v) The Bidder/Member (in case of a Consortium) shall not be subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver on the Bid Due Date or have been subject to such proceedings in the last 3 (three) financial years preceding the Bid Due Date in India.
- (vi) The Bidder/Member (in case of a Consortium) shall not have been declared, as on Bid Due Date or in the last 3 (three) financial years preceding the Bid Due Date, by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended in India.
- (vii) The Bidder/Member (in case of a Consortium), as on the Bid Due Date, shall not be convicted or otherwise not found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations in India, which:
 - are related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Bidder/Member (in case of a Consortium) or any of its directors, partners, trustees, officers or managers; OR
 - resulted in the permanent or temporary suspension of the rights of the Bidder to provide any service or carry on any type of business or operations.

2.2.2 To be eligible for qualification, a Bidder shall fulfil the following conditions of eligibility:

- (A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have
 - (i) developed or constructed Eligible Project(s), specified in Clause 4.2.1; or
 - (ii) the requisite O&M experience, specified in Clause 4.2.1
- (B) **Financial Capacity:** The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of Rs.2 crore (Rupees Two Crore) at the close of the preceding financial year.

In case of a Consortium, the combined technical capacity and Net Worth of those Members, who shall 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 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV;

(C) Obtain not less than **70 marks** under the marking pattern below

Criteria	Range	Marks
Financial Ability to Undertake the Project		
(i) Net Worth (Max. Marks = 10)	Above Rs.20 crore	10
	Above Rs.10 crore and up to (inclusive of) Rs.20 crore	06
	Above Rs.5 crore and up to (inclusive of) Rs.10 crore	03
(ii) Average Annual Turnover in the last 5 (five) financial years preceding the Bid Due Date (Max. Marks = 10)	Above Rs.20 crore	10
	Above Rs.10 crore and up to (inclusive of) Rs.20 crore	06
	Above Rs.5 crore and up to (inclusive of) Rs.10 crore	03
Eligible Experience		
(iii) No. of Eligible Projects (Max. Marks = 20)	Above 30, but below 50 Eligible Projects under Category 1	06
	50 and above Eligible Projects under Category 1	10
	Above 60, but below 100 Eligible Projects under Category 2	03
	100 and above Eligible Projects under Category 2	06
	O&M experience of above 1200, but below 2500 facility months of similar projects under Category 3	02
	O&M experience of 2500 and above facility months of similar projects under Category 3	04
Design and Project Development		
(iv) Concept design of Smart Cluster (by individual module) (Max. Marks = 30)	Design of the cluster (indoor + outdoor facades & aesthetics)	06
	Convenience of users	06
	Universal accessibility	06
	Context sensitive design	06
	Resilience in design, in coastal climate	06
(v) Bundling of smart solutions in the Smart Cluster (Max. Marks = 10)	Smart Poles, Passenger Information System, Rooftop Solar PV system, Panic Button, smart card/e-wallets etc.	10
(vi) Innovation in design (Max. Marks = 10)	Efficient utilization of space, Integration with other pan city smart solutions etc.	10
(vii) Approach & methodology (Max. Marks = 10)	Implementation schedule & timeline etc.	10
Maximum Marks		100

2.2.3 **OOH Advertising Experience:** The Bidder or Member (in the case of Consortium) shall have experience in offering/managing Out-Of-Home (the “OOH”) advertising space/solutions and in the event that the Bidder does not have the requisite OOH Advertising experience, it shall either enter into an agreement, for a period of 2 (two) years from the completion of the construction of the project, with an entity having the

aforesaid experience or engage experienced and qualified personnel for the purpose of managing OOH advertising.

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

- (i) Certificate(s) from the concerned client(s) stating the details of the eligible project including the date of award of the project, status of the project and the completion date of the project, for the projects undertaken by the Bidder or its Associates during the last 5 (five) years preceding the Bid Due Date in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium) or its Associate, it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its client; and
- (ii) certificate(s) from statutory auditors of the Bidder specifying the Net Worth of the Bidder, 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-cum-RFP, 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 shareholders.

2.2.5 The Bidder should submit a Power of Attorney as per the format at Appendix-IV, authorising the signatory of the Bid to commit the Bidder. 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-V.

2.2.6 Where the Bidder 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 Bidder 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), and information sought in the Bid is also restricted to 3 (three) members in the order of their equity contribution;
- (b) subject to the provisions of sub-clause (a) above, the Bid 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 have an equity share holding of at least 26% (twenty six per cent) 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-V, signed by all the other members of the Consortium;
- (d) the Bid 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 Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for 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-VI (the “**Jt. Bidding Agreement**”), for the purpose of making the Bid and submitting it. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:

- (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ-cum-RFP, 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-cum-RFP, 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 2 (two) 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;
 - (v) members of the Consortium undertake that they shall collectively hold more than 50% (fifty per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; 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 Financial Close of the Project is achieved in accordance with the Concession Agreement; and
- (h) except as provided under this RFQ-cum-RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.7 Any entity which has been barred by the Central or a state government in India, or any entity controlled by it, from participating in any project (a PPP project or otherwise), and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.2.8 A Bidder 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 Bidder, 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 by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where an Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with

the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

- 2.2.9 In computing the Technical Capacity of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.4 and 4.2, the Technical Capacity of their respective Associates would also be eligible hereunder.

A Bidder or a Member of a Consortium is not permitted to rely on the Net Worth of its Associate for demonstrating its Financial Capacity.

- 2.2.10 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders 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, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
- (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 4.1 below; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

- 2.2.11 With respect to a Bidder or a Member of a Consortium and its relation with persons from any country other than India, the following provisions shall apply:

- (a) Where, on the Bid Due Date, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the Bid Due Date, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the Qualification/Selection of such Bidder or in the event described in sub clause (b) above, the continued Qualification/Selection of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

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 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, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

- 2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it

shall ignore such financial year for the purposes of its Bid 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 a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Change in composition of the Consortium

- 2.3.1 Where the Bidder is a Consortium, change in composition of the Consortium will not be permitted by the Authority during the Bidding Process.

2.4 Change in Ownership

- 2.4.1 By submitting the Bid, the Bidder acknowledges that it will be qualified on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, individually hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.4.1 shall apply only when the Bidder is a Consortium.
- 2.4.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with this RFQ-cum-RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.5 Number of Bids and Cost of Bidding

- 2.5.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.5.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.6 Site visit and verification of information

- 2.6.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, applicable laws and regulations, and any other matter considered relevant by them for design and development of the Project.
- 2.6.2 It shall be deemed that by submitting a Bid, the Bidder has:
- (a) made a complete and careful examination of the Bidding Documents;
 - (b) received all relevant information requested from the Authority;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6.1 above;
 - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
 - (f) acknowledged that it does not have a Conflict of Interest; and
 - (g) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.6.3 The 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 RFQ-cum-RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Bids

- 2.7.1 Notwithstanding anything contained in this RFQ-cum-RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.7.2 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ-cum-RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.7.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified /rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/rejected, then the Authority reserves the right to:

- (i) Identify the Selected Bidder through the first round of bidding or the second round of bidding, in accordance with the provisions of Clauses 3.4.3 and 3.4.4; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.4 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 Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder 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 Selected Bidder 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-cum-RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFQ-cum-RFP, Bidding Documents and/or the Concession Agreement, or otherwise.

B. DOCUMENTS

2.8 Contents of the RFQ-cum-RFP

2.8.1 This RFQ-cum-RFP 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 Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Criteria for Evaluation
- Section 5. Fraud and Corrupt Practices
- Section 6. Pre-Bid Conference
- Section 7. Miscellaneous

Appendices

- I Letter comprising the Bid
- II Format for Information on Litigation
- III. Bank Guarantee for Bid Security
- IV. Power of Attorney for signing of Bid
- V. Power of Attorney for Lead Member of Consortium
- VI. Joint Bidding Agreement for Consortium
- VII. Format for the Financial Proposal

- 2.8.2 The draft Concession Agreement provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFQ-cum-RFP.

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFQ-cum-RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the 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 Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFQ-cum-RFP

- 2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ-cum-RFP by the issuance of Addenda.
- 2.10.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.11 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids. The Authority will not return any Bid or any information provided along therewith.

C. PREPARATION AND SUBMISSION OF BIDS

2.12 Format and Signing of Bid

- 2.12.1 The Bidder shall provide all the information sought under this RFQ-cum-RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.12.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder 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 Bid shall be initialled by the person(s) signing the Bid.

2.13 Sealing and Marking of Bids

2.13.1 The Bidder shall submit the **hardcopies** (bound in hard cover) of **only the Qualification Proposal** of the Bid in the format specified at Appendix-I. The Qualification Proposal shall comprise of the documents specified in Clause 2.13.2, sealed in an envelope and marked as “QUALIFICATION PROPOSAL”. The Bidder shall seal the original and the copy of the Qualification Proposal of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2, 2.13.3 and 2.13.4.

The Bidder shall submit online in www.apecprocurement.gov.in:

- (a) The Qualification Proposal, and all associated documents
- (b) The Financial Proposal, in the format specified at Appendix-VII.

For the avoidance of doubt, the Financial Proposal shall be submitted only on www.apecprocurement.gov.in and not by any other means, failing which the Authority shall reject the Bid in accordance with Clause 2.18.3.

2.13.2 Each envelope shall contain:

- (i) Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents such as Certificate(s) from the concerned client(s), certificate of incorporation/partnership deed/VAT registration etc.;
- (ii) Power of Attorney for signing the Application as per the format at Appendix-IV;
- (ii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-V;
- (iv) copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-VI;
- (v) 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;
- (vi) copies of Applicant's duly audited balance sheet and profit and loss account for the 5 (five) years preceding the Bid Due Date;
- (vii) Certificate(s) from statutory auditors of the Bidder specifying the Net Worth of the Bidder/Member of the Consortium.
- (x) Information on Litigation, as per the format at Appendix-II

The documents accompanying the Bid shall be placed in a separate envelope and marked as “Enclosures of the Bid”. The documents shall include:

- (a) Bid Security in the format at Appendix–III;
- (b) Processing Fee
- (c) Receipt of payment of requisite transaction fees for e-tender submission on www.apecprocurement.gov.in .
- (d) A copy of the RFQ-cum-RFP and the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.

All the above mentioned documents, including those listed under Enclosures of the Bid shall be submitted on www.apecprocurement.gov.in .

2.13.3 A true copy of the documents accompanying the Bid, as specified in Clause 2.13.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked “Copy of Documents”.

2.13.4 The three envelopes specified in Clauses 2.13.1, 2.13.2 and 2.13.3 shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

“Bid for Designing, Setting – Up, Operating and Maintaining of Smart Bus Stops & Smart Public Toilets in the Area Based Development of Visakhapatnam Smart City”

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.13.5 Each of the envelopes shall be addressed to:

ATTN. OF: The Managing Director,
Greater Visakhapatnam Smart City Corporation Limited
ADDRESS: c/o Greater Visakhapatnam Municipal Corporation,
Room No.306, Asilmetta Junction, Visakhapatnam – 530003
Andhra Pradesh, India
E-MAIL ADDRESS visakhapatnamsmartcity@gmail.com

2.13.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

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

2.14 Bid Due Date

2.14.1 Bids should be submitted before the date and time specified in Clause 1.3 of this RFQ-cum-RFP. Submission of hardcopies (bound in hard cover) shall be at the address provided in Clause 2.13.5 in the manner and form as detailed in this RFQ-cum-RFP. A receipt thereof should be obtained from the person specified at Clause 2.13.5.

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

2.15 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Contents of the Financial Proposal

2.16.1 The Financial Proposal shall be furnished in the format at Appendix–VII and shall consist of a Support or Premium, as the case may be, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Premium offered by it to undertake the Project in accordance with this RFQ-cum-RFP and the provisions of the Concession Agreement.

2.16.2 Generally, the Project will be awarded to the Highest Bidder.

2.16.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFQ-cum-RFP.

2.16.4 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.16.5 The Financial Proposal shall be submitted only on www.apecprocurement.gov.in.

2.17 Modifications/ Substitution/ Withdrawal of Bids

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

2.17.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

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

2.18 Rejection of Bids

2.18.1 Notwithstanding anything contained in this RFQ-cum-RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.18.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.18.3 Notwithstanding anything contained in this RFQ-cum-RFP, the Authority reserves the right to reject any Bid if the Financial Proposal is submitted by any means other than on www.apecprocurement.gov.in.

2.19 Validity of Bids

The Bids shall be valid for a period specified in Clause 1.2.2. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The 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 Authority or as may be required by law or in connection with any legal process.

2.21 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.22 Bid Security

- 2.22.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.4, 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by a Scheduled Bank in India, in favour of the Authority in the format at Appendix-II (the “**Bank Guarantee**”) and having a validity period as mentioned in Clause 1.2.4. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.22.2 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.22.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.22.4 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.
- 2.22.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.22.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.22.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of bid validity as specified in this RFQ-cum-RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.22.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if
- (a) a Bidder submits a non-responsive Bid;
 - (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFQ-cum-RFP;
 - (c) a Bidder withdraws its Bid during the period of bid validity as specified in this RFQ-cum-RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (d) the Selected Bidder fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.
 - (e) the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids on the date and time specified in Clause 1.3 of this RFQ-cum-RFP, at the place specified in Clause 2.13.5 and in the presence of the Bidders who choose to attend.
- 3.1.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.
- 3.1.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.5 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders 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.
- 3.1.6 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.1.7 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 3.1.8 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project while determining the Technical Capacity of the Bidder.
- 3.1.9 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from determining the Technical Capacity of the Bidder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.
- 3.1.10 For the purpose of Evaluation of Bids, the Authority shall evaluate the contents of the Bid and associated documentary proofs that have been uploaded by the Bidder on www.apecprocurement.gov.in. It is further clarified that in the event of any discrepancy between the uploaded and the hard copy of the Bid, the uploaded one shall prevail.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFQ-cum-RFP. A Bid shall be considered responsive if:
 - (a) it is received as per the format at Appendix-I;
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2;
 - (c) it is signed, sealed, bound together in hard cover and marked as specified in Clauses 2.13 and 2.14;
 - (d) it is accompanied by the Bid Security as specified in Clause 2.1.7;

- (e) 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;
- (f) it contains all the information (complete in all respects) as requested in this RFQ-cum-RFP and/or Bidding Documents (in formats same as those specified);
- (g) It contains certificate(s) from statutory auditors specifying the Net Worth of the Bidder/Member (in case of Consortium);
- (h) it contains payment for Processing Fee;
- (i) The Qualification Proposal and Financial Proposal are submitted on www.apecprocurement.gov.in.
- (j) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as specified in Clause 2.2.6(g);
- (k) it does not contain any condition or qualification; and
- (l) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Clarifications

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

3.3.2 If a Bidder does not provide clarifications sought under Clause 3.3.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.4 Qualification and Selection of Bidder

3.4.1 Subject to the provisions of Clause 2.7 and 2.18.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1, who fulfils the conditions of eligibility as specified in Clause 2.2.2, and who quotes the highest Premium offered to the Authority, shall ordinarily be declared as the selected bidder (the **"Selected Bidder"**). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Financial Proposals hereunder.

3.4.2 In the event that two or more Bidders quote the same amount of Premium, as the case may be (the **"Tie Bidders"**), the following procedure shall be adopted by the Authority to identify the Selected Bidder

- (i) The Bidder who obtained the highest marks under Clause 2.2.2 (C) shall be declared as the selected Bidder.
- (ii) In the event, the process in (i) above does not resolve the tie between Bidders, the Bidder with the highest Net Worth in the last financial year preceding Bid Due Date shall be declared as the selected Bidder.

- (iii) In the unlikely event of two or more Bidders have the same number of Eligible Projects under Category 1 as provided in Clause 4.2.1, then the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.4.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the **“first round of bidding”**), the Authority may declare the Second Highest Bidder as the Selected Bidder. The procedure set out in Clause 3.4.2 above shall be adopted to identify the Selected Bidder amongst the Tie Bidders in case of Second Highest Bidders also.
- 3.4.4 The Authority may, in its discretion, invite fresh Bids (the **“second round of bidding”**) from all Bidders except the Highest Bidder of the first round of bidding instead of declaring the Second Highest Bidder as the Selected Bidder, under the provisions of Clause 3.4.3 above, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the second round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such second round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the Second Highest Bidder in the first round of bidding.
- 3.4.5 After selection, a Letter of Award (the **“LOA”**) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.4.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.5 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.6 Bid Parameter

- 3.6.1 The Bid shall comprise a Premium to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who offers the highest Premium shall ordinarily be the Selected Bidder. The Premium comprising the Bid shall be offered in accordance with the provisions of Clause 3.6.2.
- 3.6.2 The Bid for the Project shall comprise a Premium offered by a Bidder. The Bidder shall specify a Premium for the first year of commercial operations of the Project, and which shall be increased for each subsequent year by 5% (five per cent) in accordance with the provisions of Article - 23 of the draft Concession Agreement.

4. CRITERIA FOR EVALUATION

4.1 Evaluation parameters

- 4.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 shall qualify for evaluation under this Section 4. Bids of firms/ consortia who do not meet these criteria shall be rejected.
- 4.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
 - (b) Financial Capacity.

4.2 Technical Capacity for purposes of evaluation

- 4.2.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the “**Eligible Experience**”) in relation to eligible projects as stipulated in Clauses 4.2.3, 4.2.4 and 4.2.5 (the “**Eligible Projects**”):

Category 1: Development/installation experience under PPP mode of 30 (thirty) similar projects, that qualify under Clause 4.2.3 **or**

Category 2: Construction/installation experience in any procurement mode other than PPP, of 60 (thirty) similar projects, that qualify under Clause 4.2.4 **or**

Category 3: O&M experience of 1,200 (one thousand and two hundred) facility-months of similar projects, that qualify under Clause 4.2.5

For the purpose of this RFQ-cum-RFP,

- (i) Similar projects include modern bus shelters, bio-toilets/public toilets, smart poles/telecommunication towers and large outdoor bill boards/hoardings.
- (ii) Facility Months is sum of the products of the number of similar projects and the number of full months of O&M of the respective similar project.

For the avoidance of doubt, if a Bidder has operated six bio-toilets for a period of four, six, eight, six, eight and ten full months respectively, then Facility Months for the bio-toilets is given by: $4 + 2 \times 6 + 2 \times 8 + 10 = 42$ months.

- 4.2.2 The entity claiming experience should have held in the company executing (i.e. owning or constructing) the Eligible Project, above 50% (fifty per cent) equity during the entire construction period of the Eligible Project or during the period of performance of O&M of the Eligible Project, as the case may be, for which Eligible Experience is being claimed;
- 4.2.3 For a project to qualify as an Eligible Project under Category 1, it should have been undertaken as a PPP project 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 should normally be included in this category even if it is not based on a long-term agreement with a public entity;
- 4.2.4 For a project to qualify as an Eligible Project under Category 2, it should have been completed, in terms of construction/installation of the project either fully or substantially in the form of completion of a minimum of 80% (eighty per cent) of the facilities in the project, during the 5 (five) financial years immediately preceding the Bid Due Date.

- 4.2.5 For a project to qualify as an Eligible Project under Category 3, the Bidder should have performed O&M of the project during the 5 (five) financial years immediately preceding the Bid Due Date.
- 4.2.6 Experience for 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.

4.3 Details of Experience

- 4.3.1 The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.
- 4.3.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- 4.3.3 The Bidder 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.

4.4 Financial information for purposes of evaluation

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

5. Fraud and corrupt practices

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, 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. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 5.2 Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the 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, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFQ-cum-RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the 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 practices, as the case may be.
- 5.3 For the purposes of this Clause 5, 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 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 therefrom, 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 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 the Clause 2.1.15 of this RFQ-cum-RFP, 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 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 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. PRE-BID CONFERENCE

- 6.1 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFQ-cum-RFP document shall be allowed to participate in the Pre-Bid Conference(s). A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 6.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

7. MISCELLANEOUS

- 7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Visakhapatnam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2 The 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 Bidder in order to receive clarification or further information;
 - (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; 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 Bidder.
- 7.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the 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, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 7.4 The Bidding Documents and RFQ-cum-RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFQ-cum-RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) the Bidding Documents;
 - (b) the RFQ-cum-RFP.
- i.e. the Bidding Documents at (a) above shall prevail over the RFQ-cum-RFP at (b) above.

APPENDIX-I: Letter comprising the Bid

(Refer Clauses 2.2.4 and 2.13)

Dated:

To,
The Managing Director,
Greater Visakhapatnam Smart City Corporation Limited
c/o Greater Visakhapatnam Municipal Corporation
Room No.306, Asilmetta Junction, Visakhapatnam – 530003
Andhra Pradesh, India

Sub: Bid for the Designing, Setting – Up, Operating and Maintaining of Smart Bus Stops & Smart Public Toilets in the Area Based Development of Visakhapatnam Smart City Project

Dear Sir,

With reference to your RFQ-cum-RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the design, development, finance, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted 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 Members¹ 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 Bidding Documents, including any Addendum/Corrigendum issued by the Authority; and

¹ If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

- (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFQ-cum-RFP document; and
 - (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 5.3 of the RFQ-cum-RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the 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 5 of the RFQ-cum-RFP, 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; and
 - (e) the undertakings given by us along with the Bid in response to the RFQ for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.18 of the RFQ-cum-RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.
10. I/ We declare that we/any Member of the Consortium, or our/its Associates are not a Member of a/any other Consortium submitting a Bid for the Project.
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 or against our Associates or against our CEO or any of our directors/ managers/ employees.²
14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001.
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 guidelines referred to above, we shall intimate the Authority of the same immediately.

² In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

16. I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) 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 Concessionaire. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFQ-cum-RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Concession Agreement.
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 Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I/ We have studied all the Bidding Documents carefully and also surveyed the site conditions, footfalls, locations, surroundings, climate/weather data, availability of power, water and other utilities for construction as well as O&M, access to site/s, handling and storage of materials, applicable laws and regulations etc. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
22. I/ We offer a Bid Security of Rs.20 Lakhs (Rupees Twenty Lakhs) to the Authority in accordance with the RFQ-cum-RFP Document.
23. The Bid Security in the form of a Bank Guarantee is attached.
24. The documents accompanying the Bid, as specified in Clause 2.13.2 of the RFQ-cum-RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us or our Bid is not opened or rejected.

26. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ-cum-RFP, draft Concession Agreement, our own estimates of costs & demand and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
27. I/ We agree and undertake to abide by all the terms and conditions of the RFQ-cum-RFP document.
28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}
29. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFQ-cum-RFP.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

Annex-I: Particulars of the Bidder

1.
 - (a) Name:
 - (b) Address of the corporate headquarters and its branch office(s):
 - (c) Date of incorporation:
 - (d) Legal Status (Company/Partnership/Proprietary firm):
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone 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 Bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl.No.	Name of Member	Role ¹	Percentage of equity in the Consortium ²
1.			
2.			
3.			

Note: ¹ The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.6 (d) and instruction 4 at Annex-IV.

² The percentage of equity should be in accordance with Clause 2.2.6 (a), (c) and (g).

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/Member of the Consortium been barred by the Central or State Governments in India, or any entity controlled by it, from participating in any project (PPP or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the Bid Due Date?		
3.	Has the Bidder/Member 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?		

Annex-II: Technical Capacity of the Bidder

(Refer to Clauses 2.2.2(A), 4.2 and 4.3)¹

Bidder type ²	Member Code ³	Project Code ⁴	Category ⁵	Experience			
				Similar projects in Category 1, in the last 5 financial years preceding the Bid Due Date (5)	Similar projects in Category 2, in the last 5 financial years preceding the Bid Due Date (6)	Similar projects in Category 3, in the last 5 financial years preceding the Bid Due Date (7)	Full-months of O&M of the similar project in Category 3, in the last 5 financial years preceding the Bid Due Date (8)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity Bidder	NA						
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							

Note: ¹ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 4.2.2. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

² A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.9, shall be provided.

³ Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. 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.

⁴ Refer Annex-IV of this Appendix-I. Add more rows if necessary.

⁵ Refer Clause 4.2.1.

Annex-III: Financial Capacity of the Bidder

(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 4.4)

(In Rs. Crore¹)

Bidder type ¹	Member Code ²	Net Worth ³	Financial Year
Single entity Bidder			
Consortium Member 1			
Consortium Member 2			
Consortium Member 3			

Name & address of the Bankers to the Bidder/Member (in case of a Consortium):

Note: ¹ A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

² For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

³ The Bidder/Member (in case of a Consortium) should provide details of its own Financial Capacity as specified in Clause 2.2.9.

Instructions:

- The Bidder/Member (in case of a Consortium) shall attach copies of the balance sheets, financial statements and Annual Reports for the last financial year preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder or Consortium Member;
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 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).
- Financial Year will be the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
- In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g).
- The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.4 (ii).

Annex-IV: Details of Eligible Projects

(Refer to Clauses 2.2.2(A), 4.2 and 4.3)

Project Code:

Member Code:

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title of the project		
Nature of the project (PPP, EPC etc.)		
Category		
Brief description of the project, (including number of similar-projects)		
Status of the project (completed/ongoing)		
Category	5	
Entity for which the project was constructed/ developed	6	
Country of the Project		
Project Location		
Project cost	7	
Date of commencement of project/contract		
Date of completion/ commissioning	8	
Equity shareholding (with period during which equity was held)	9	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)		

Instructions:

- Bidders are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clauses 4.2.3, 4.2.4 and 4.2.5 of the RFQ-cum-RFP, as the case may be. Information provided in this section is intended to serve as a back-up for information provided in the Bid. Bidders should also refer to the Instructions below.
- For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder 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.
- 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 Bidder. 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 Bidder or its Member, write “Associate” along with Member Code.
5. Refer to Clause 4.2.1 of the RFQ-cum-RFP for category number.
6. In case of projects in Category 1 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 2 and 3, similar particulars of the client need to be provided.
7. Provide the estimated capital cost of the Eligible Project.
8. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Category 3, date of completion of O&M contract should be indicated. In the case of ongoing projects, the likely date of completion or commissioning, as the case may be, shall be indicated.
9. For Categories 1, 2 and 3, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 4.2.2).
10. 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.
11. Certificate from the respective client must be furnished for each Eligible Project.
12. 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 determining the Technical Capacity of the Bidder.

APPENDIX-II: Format for Information on Litigation

(Refer Clause 2.1.18)

(To be provided by the Bidder/each Member/Associate for any material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the last 5 years preceding the Bid Due Date)

Sl. No.	Name	Forum and Counterparty	Brief Description of the matter	Estimated financial liability	Current Status of Litigation	Orders passed against the Bidder/Member

APPENDIX-III: Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.22.1)

B.G. No.:

Dated:

1. In consideration of you, The Greater Visakhapatnam Smart City Corporation Limited, having your office at Room No.306, Greater Visakhapatnam Municipal Corporation, Tenneti Bhavan, Asilmetta Junction, Visakhapatnam - 530003, Andhra Pradesh, India, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of
(a proprietary firm/ a partnership firm/a company registered under the Companies Act of 1956/2013) and having its registered office at
(and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **Designing, Setting – Up, Operating and Maintaining of Smart Bus Stops & Smart Public Toilets in the Area Based Development of Visakhapatnam Smart City** (hereinafter referred to as “the Project”) pursuant to the RFQ-cum-RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at
..... and one of its branches at
(hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFQ-cum-RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ-cum-RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs.20 Lakhs (Rupees Twenty Lakhs), (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.20 Lakhs (Rupees Twenty Lakhs).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty)

- days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
 6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 9. **We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.**
 10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
 11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.20 Lakhs (Rupees Twenty Lakhs). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before (Indicate date falling 180 days after the Bid Due Date).

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Appendix-IV: Power of Attorney for signing of Bid

To be submitted in original, (Refer Clause 2.1.9, 2.2.5 & 2.13.2)

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 bid for the **Designing, Setting – Up, Operating and Maintaining of Smart Bus Stops & Smart Public Toilets in the Area Based Development of Visakhapatnam Smart City** Project proposed or being developed by the Greater Visakhapatnam Smart City Corporation Limited (the "Authority") including but not limited to signing and submission of all bids and other documents and writings, participate in bidders' and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the 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.

Accepted

Notarised

(Signature, name, designation 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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ***the Bidder 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 Bidder.***

Appendix-V: Power of Attorney for Lead Member of Consortium

To be submitted in original, (Refer Clause 2.2. 26(c), 1.10 & 2.13.2)

Whereas the Greater Visakhapatnam Smart City Corporation Limited (the “Authority”) has invited bids from interested entities/ consortia for the **Designing, Setting – Up, Operating and Maintaining of Smart Bus Stops & Smart Public Toilets in the Area Based Development of Visakhapatnam Smart City** (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 cum Request for Proposal 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 bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, 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”) and 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 submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the 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 bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the 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)

(Executants)

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

Witnesses:

- 1.
- 2.

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.*
- ***The Bidder 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 Bidder.***

APPENDIX-VI: Joint Bidding Agreement

(Refer Clause 2.2.6 (g), 2.13.2 & 3.2.1), (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, 1956/2013 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, 1956/2013 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, 1956/2013 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**”

WHEREAS,

- (A) THE GREATER VISAKHAPATNAM SMART CITY CORPORATION, established under the Companies Act, 2013, represented by its Managing Director and having its principal offices at Room No.306, Greater Visakhapatnam Municipal Corporation, Tenneti Bhavan, Asilmetta Junction, Visakhapatnam - 530003, Andhra Pradesh, India, (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bids**”) for the **Designing, Setting – Up, Operating and Maintaining of Smart Bus Stops & Smart Public Toilets in the Area Based Development of Visakhapatnam Smart City** (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-cum-RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ-cum-RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

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-cum-RFP.

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 special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the 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; and}
- {(c) Party of the Third Part shall be the Financial 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-cum-RFP and the Concession Agreement, till such time as the Financial Close 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 second 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 Net Worth have been reckoned for the purposes of qualification of Bidders for the Project in terms of the RFQ-cum-RFP.
- 6.3 The Parties undertake that they shall collectively hold 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

- 6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

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 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 Associates 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 fulfillment 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 qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the 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 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

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

SIGNED, SEALED AND
DELIVERED

For and on behalf of
THIRD PART

(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.**

Appendix-VII: Format for the Financial Proposal

To be submitted on the Letter Head of the Bidder, only online in www.apecprocurement.gov.in
(Refer Clause 2.1.5, 2.16.1)

To,

The Managing Director,

Greater Visakhapatnam Smart City Corporation Limited

c/o Greater Visakhapatnam Municipal Corporation

Room No.306, Asilmetta Junction, Visakhapatnam – 530003

Andhra Pradesh, India

Sub: Financial Proposal for the **Designing, Setting – Up, Operating and Maintaining of Smart Bus Stops & Smart Public Toilets in the Area Based Development of Visakhapatnam Smart City Project.**

Dear Sir,

With reference to your RFQ-cum-RFP document dated, I/we, having examined the Bidding Documents and have understood their contents.

I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement:

I/We offer a Premium³ of Rs..... (Rupees.....).

Yours faithfully,

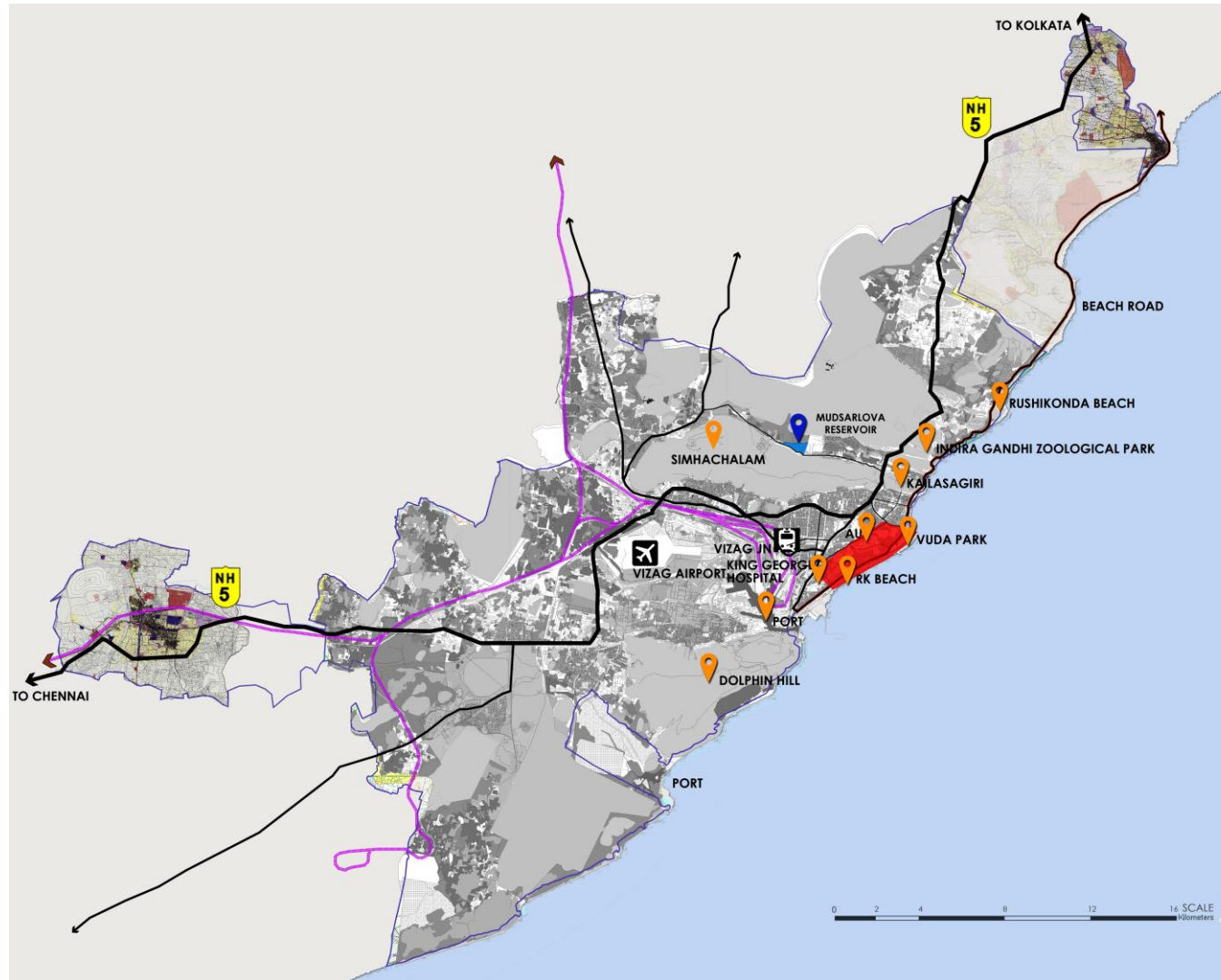
Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

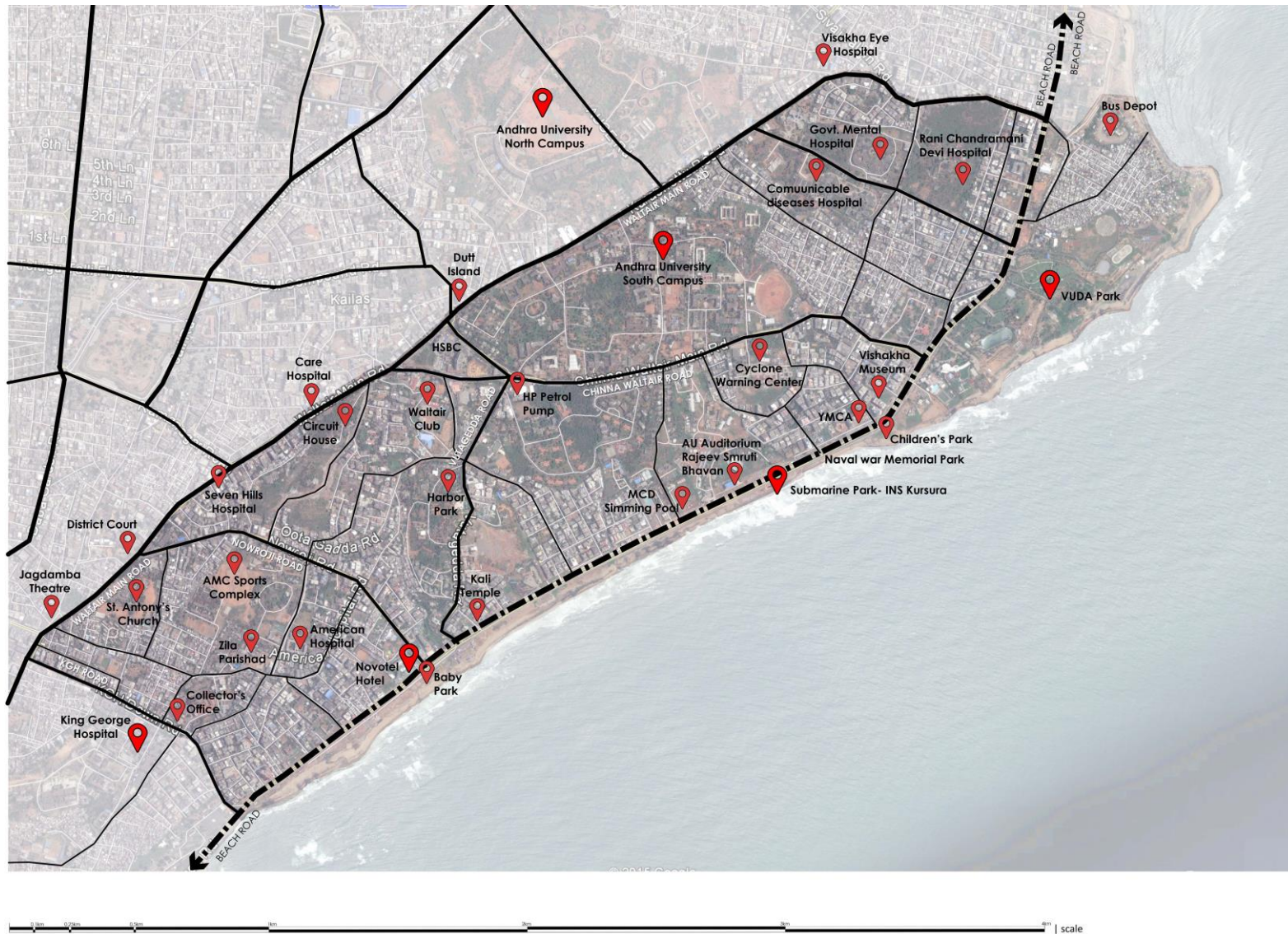
³ The Premium is an annual amount to be paid by the Concessionaire to the Authority. The Bidder shall specify a Premium for the first year of commercial operations of the Project, and which shall be increased for each subsequent year by an additional 5% (five per cent)

Appendix-VIII: Maps

1 Map showing ABD in the context of GVMC's Limits



2 Map illustrating the ABD of Visakhapatnam



3 Map illustrating the Locations of Bus Stops in ABD of Visakhapatnam

