



Request for Qualification

Contractors for Construction, Repair & Maintain Indira Gandhi Stadium, Solapur

For

Solapur City Development Corporation Ltd

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Notice No.- 17

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DISCLAIMER

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

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

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The 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 Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

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

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority

shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

1 INTRODUCTION

1.1 Background

Ministry of Urban Development, Government of India (MoUD) has launched the Smart City Mission, the Mission Transform-Nation, on 25th June 2015. It was declared that 100 Smart Cities will be developed in the country through a competitive challenge. The Government of Maharashtra following a due selection process, nominated Solapur as one of the 10 cities from the State to participate in this Smart Cities Challenge, the Stage-II of the selection process.

1.1.1 Scope of Smart City Project

The scope of the project involves bringing together, the various entities that create a sustainable momentum in the city and drive in its economy. It not only limits to the design of specific zones but also takes into account the context and the local population as its key for development. So, keeping up with the guidelines of Smart City, three modules have been prepared which are as follows:

- Module I – Lake Front Development
- Module II – Old City ABD Master Plan
- Module III – Streetscape and Public Realm and Open Space

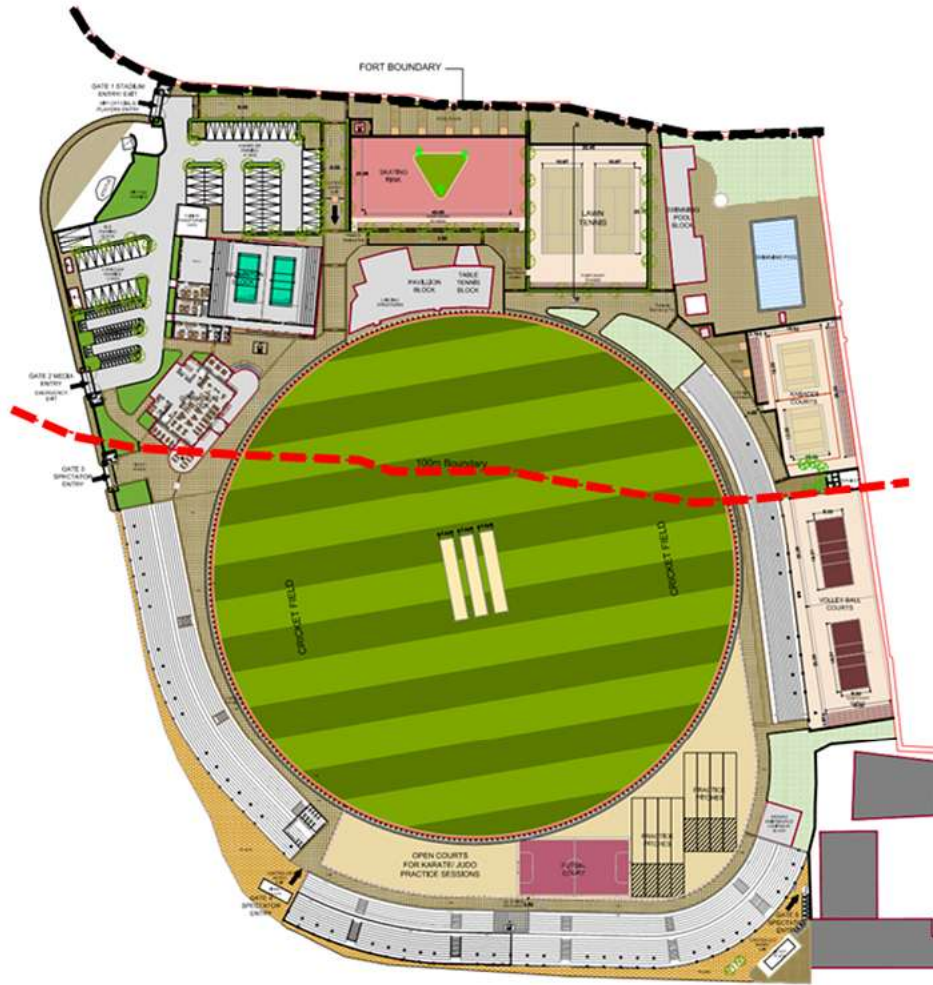
The Indira Gandhi Stadium Development comes under Module III

1.1.2 Project Location

This stadium is strategically located adjacent to the Bhuikot Fort and Siddheshwar Lake Precinct covering an approximate area of 10.9 acres. The Ground was formerly known as Park Maidan. The Stadium is owned and maintained by Solapur Municipal Corporation.



Master Plan



Bird's eye view



1.1.3 Project Features

This stadium covers an approximate area of 10.9 acres:

- Stands with total seating capacity of 15000 spectators.
- Club Building with – Players room, Squash court, Table Tennis hall and Accommodation for players
- Badminton hall with offices
- Gymnasium Building with – Gym, Carrom and Chess rooms.
- Swimming Pool with Allied services
- Library

The development will cover the following:

S. No.	Description	Built up Area (Approx) (Sq m)
1	Cricket Ground Development	16800
2	Club Building	2400
3	Badminton Hall (Existing Gym)	2000
4	Gymnasium (Existing TT)	1000
5	Swimming Pool with Changing rooms	1300
6	Stands	6500
7	Outdoor Sports	8000
8	Landscaping	1700
9	External Development	
10	Utilities & Services	

SCDCL is undertaking the development of the project and hereby invites online Bids (E-tenders) from contracting firms with experience as envisaged in the Bidding document, for the following work:

Name Of Project	Project Duration	Estimated Cost
Construction, Repair & Maintain Indira Gandhi Stadium, Solapur	18 months	Approximate 25 Cr

The Authority intends to pre-qualify suitable Applicants (the “**Bidders**”) who will be eligible for participation in the Bid Stage, for award of the Project through competitive bidding, in accordance with the procedure set out herein.

1.1.2 The selected Bidder (the “**Contractor**”) shall be responsible for construction of the Project under and in accordance with the provisions of construction contract (the “**Contract**”) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period, which is expected to be as per clause 1.1.3.

1.1.3 The scope of work will broadly include construction and repair Indira Gandhi stadium along with necessary infrastructure etc. Maintenance of the Project during the Defect Liability Period, will be 1 (one) year and 1 (one) year of operation and Maintenance.

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

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two-stage process (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties who make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which expression shall, unless repugnant to the context). Prior to making an Application, the Applicant shall pay to the Authority a sum of Rs. 5,900/- (Rs. Five thousand Nine Hundred cost of the RFQ process. At the end of this stage, the Authority expects to announce a list of all pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals (the “**Request for Proposals**” or “**RFP**”).

Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants 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 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified by the Authority shall be invited to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to visit the site and familiarize themselves with the Project.
- 1.2.3 In the Bid Stage, the Bidders will be called upon to submit their financial offers (the “**Bids**”) in accordance with the RFP and other documents to be provided by the Authority (collectively the “**Bidding Documents**”).
- 1.2.4 Deleted
- 1.2.5 Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason, the Authority shall annul the Bidding Process and invite fresh bids.
- 1.2.6 During the Bid Stage, Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Construction Contract including implementation of the Project.
- 1.2.7 As part of the Bidding Documents, the Authority will provide a draft Construction Contract prepared by the Authority/ its consultants and other information pertaining/ relevant to the Project available with it.
- 1.2.8 Bids will be invited for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the “**Bid Price**”). The total time allowed for completion

of construction under the Construction Contract (the “**Construction Period**”) and the period during which the Contractor shall be liable for rectification of any defect or deficiency in the Project after completion of the Construction Period (the “**Defect Liability Period**”) shall be pre-determined, and will be indicated in the draft Construction Contract forming part of the Bidding Documents. The Bid Price shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the lowest Bid Price.

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

1.2.11 Any queries or request for additional information concerning this RFQ shall be submitted in writing and e-mail solapurcitydcl@gmail.com to the officer designated in Clause 2.13.3 below. The envelopes / communications shall clearly bear the following identification / title:

"Queries/ Request for Additional Information: RFQ for construction, Repair and Maintenance of Indira Gandhi Stadium, Solapur”.

1.3 Schedule of Bidding Process

The Authority shall Endeavour to adhere to the following schedule:

	Event Description	Date
	Qualification Stage	
1.	Download Period of online Tender	Dt. 01/ 02 /2019 at 10.00 am. To Dt 15 / 02 /2019 at 15.00 hrs
2.	Bid Preparation	Dt. 01/02/2019 at 10.00 am. To Dt. 15/ 02 /2019 at 15.00 hrs
3.	Bid Closing	Dt. 15/ 02 /2019 at 15.00 hrs
4.	Pre Application Conference	Dt. 07/ 02 /2019 at 15.00 hrs in the office of the Chief Executive Officer, Solapur City Development Corporation Ltd, Dist. Planning Office, New Collector Office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur, 413003, Maharashtra, India
5.	Bid Submission	Dt. 15/ 02 /2019 at 15.00 hrs
6.	Place, Date and timing of opening Technical-bid	Dt 16 / 02 /2019 at 15.00 hrs at SCDCL Office

The Bids shall be submitted only through E Tender and Bidders are advised to familiarize themselves with the process of e tendering and register themselves for submitting their Bids via e-tender.

Note:-

- Guidelines to Contractors/Bidders on the operations of Electronic Tendering System of SCDCL
E-Tendering Portal - <https://mahatenders.gov.in>
- The process of online tenders, difficulties in submission of online tenders, any queries and Digital certificate, if any contact mentioned below address:-

Dist. Planning Office, New Collector Office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur, 413003, Maharashtra, India

- 3 It is compulsory for all participants to submit all documents online. It is also compulsory to submit Tender processing fee in the form of DD as per details mentioned in tender document. In case of failure online offer will not be opened.
- 4 Other terms and conditions displayed in online e-tender forms. Right to reject any or all online bid of work without assigning any reasons thereof is reserved.

2 INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

- 2.1.1 The Authority wishes to receive Applications for Qualification in order to pre-qualify experienced and capable Applicants for the Bid Stage.
- 2.1.2 Pre-qualified Applicants may be subsequently invited to submit the Bids for the Project.

2.2 Eligibility of Applicants

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

(a.) An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Applicant, its Member or any constituent thereof and any other Applicant, its Member or any constituent thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member, as the case may be), in the other Applicant, its Member is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub-clause

(aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause

(bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Applicant is also a constituent of another Applicant; or

(iii) such Applicant receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member thereof; or

(iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(v) such Applicant has a relationship with another Applicant, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others" information about, or to influence the Application of either or each other; or

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

(d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, or any of its Members, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. 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.

(e) In case of Global bidder (foreign firms) the following conditions are applicable:

(i) the applicant should have registered & operating office in India.

(ii) the applicant, while submitting the financial bid should submit the bank guarantee from any Indian Nationalized / scheduled bank in INR.

(f) Other eligibility conditions shall include:

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Available Bid Capacity} = (A \times N \times 2) - B$$

Where,

A = Maximum value of Civil Engineering works executed in any one year during the last 3 years (updated to the current year by a factor of escalation of 10% per year) which will consider the completed and ongoing works.

B = Value of existing commitments and works (Ongoing) to be completed in the period stipulated for completion of work in present tender.

N = Number of years prescribed for completion of present tendered work, for which bids are invited.

Note: *The statement showing the value of existing commitments and on-going works as well as the stipulated period completion remaining for each of the works listed should be countersigned by the Engineer in the charge, not below the rank of an Executive Engineer or equivalent.*

2.2.2 To be eligible for pre-qualification, an Applicant shall fulfill the following conditions of eligibility:

(A) Technical Capacity:

For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a construction project, such that the sum total thereof is more than Rs. 15 crore. (The “**Threshold Technical Capacity**”).

The applicant shall have satisfactorily completed following works (any one option out of three options given hereunder) during last five years commencing from 01.02.2014 and ending on 01.02.2019:

Technical Condition –

- The Bidder must have completed
 - i. At least one Construction or retrofitting of **stands/** of capacity not less than 10,000 seats.

OR

 - ii. At least two Construction or retrofitting of **stands** of capacity not less than 6,000 seats.
-
- The Bidder must have completed,
 - i. At least one ground development for outdoor sports like Cricket/ Football/ Hockey/Sports Complex any similar project of turf development of area not less than 16,000 Sq.m.

OR

 - ii. At least two ground development for outdoor sports like Cricket or Football or Hockey or any similar project of turf development of area not less than 10,000 Sq.m.
-
- The Bidder must have completed
 - i. At least one similar project of min 10 Acres with all **services** above & below ground including roads, substation, transformer room, fire services, ESR, STP, water supply lines, sewer lines etc.

OR

 - ii. At least two similar project of min 6 Acres with all **services** above & below ground including roads, substation, transformer room, fire services, ESR, STP, water supply lines, sewer lines etc.
“Similar Projects “shall mean and include:
Comprehensive Development and Retrofitting works of Sports Complex and Sports Arena etc. of SMC, PWD, CPWD or any other urban body, state or central government department.
-
- The Bidder must have completed
 - i. Bidders should have completed construction of **Outdoor sports courts.**
 - ii. Bidders should have completed at least one National level **Indoor sports Interior and Retrofitting work.**

(B) **Financial Capacity:**

The bidder should fulfill the following Financial conditions.

Financial Condition -

- Should have yearly turnover of at least 18 Cr.
- Similar work having project cost not less than INR 15 Cr.
- Bid Capacity should be more than 25Cr

2.2.3 Deleted

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

Certificate(s) from its statutory auditors¹ or the concerned client(s) stating the payments received or in case of a project, the construction carried out by itself, during the past 5 (Five) years, in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Applicant, it should further support its claim for the payments received or construction carried out by itself in Projects as applicable the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

- 2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application to commit the Applicant.
- 2.2.6 Deleted
- 2.2.7 Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit an Application.
- 2.2.8 An Applicant including any Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or Member, 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 Applicant or Member.
- 2.2.8.1 The Applicant including any Member may provide details of all their on-going projects along with stage of litigation, if so, against the Authority/Governments.
- 2.2.8.2 The Applicant including any member may also provide details of on-going process of blacklisting if so, under any contract with Authority/Government.
- 2.2.8.3 The Authority reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 2.2.8. The decision of the Authority in this case shall be final.
- 2.2.9 The Technical Capacity of the Applicant shall be computed under Clauses 2.2.2, 2.2.4 and 3.2.
- 2.2.10 The following conditions shall be adhered to while submitting an Application:
- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
 - (b) information supplied by an Applicant, to submit Bids will be issued only to Applicants whose identity is identical to that at pre-qualification;
 - (c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below
- 2.2.11 While Qualification is open to persons from any country, the continued Qualification of the Applicant 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 Applicant.

2.3 Deleted

¹ In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ

2.4 Number of Applications and costs thereof

2.4.1 No Applicant shall submit more than one Application for the Project.

2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid 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.

2.5 Site visit and verification of information

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 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 the RFQ 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 Applications/ Bids

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. 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 reject any Application and/or Bid if:

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

If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) annul the Bidding Process and invite fresh bids.

2.7.3 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, including the Defect Liability Period, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the Contract, and if the Applicant has already been issued the LOA

or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Contract or under applicable law.

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

B. DOCUMENTS

2.8 Contents of the RFQ

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

Invitation for Qualification

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

Appendices

- I. Letter comprising the Application for Pre-Qualification
- II. Power of Attorney for Lead Member
- III. Format for Memorandum of Understanding (MoU) For Consortium – Teaming
- IV. Disclosure Of Ongoing Litigation
- V. Team Composition, Assignment and Key Personnel' Inputs

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing and e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3.

2.9.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicants. 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 Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. 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

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

- 2.10.2 Any Addendum thus issued will be uploaded on the website.
- 2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date².

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

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

2.12 Format and signing of Application

- 2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- 2.12.2 The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted along therewith pursuant to this RFQ, marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.12.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

2.13 Sealing and Marking of Applications

- 2.13.1 The Applicant shall submit all details as per requirement through e-tender and also prepare 1 (one) original set of the Application together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as "APPLICATION". The Applicant shall seal the original and the copy of the Application, 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 and 2.13.3.
- 2.13.2 Each envelope shall contain:
- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;

² While extending the Application Due Date on account of an addendum, the Authority shall have due regard for the time required by bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Application Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided

- (ii) Power of Attorney for signing the Application as per the format at Appendix-II;
- (iii) The Power of Attorney for Lead Member as per the format at Appendix-III;
- (iv) Memorandum of Understanding (MoU) in the format at Appendix-IV;
- (v) Copy of Memorandum and Articles of Association; and
- (vi) Copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years.

Each of the envelopes shall clearly bear the following identification:

“Application for Qualification: Construction, Repair and Maintain Indira Gandhi Stadium”

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

2.13.3 Each of the envelopes shall be addressed to:

DESIGNATION: Chief Executive Officer, SCDCL
ADDRESS: Solapur City Development Corporation Ltd, New Planning Office, Near Milk Dairy, Saat Rasta, Solapur, 413003, Maharashtra, India.

2.13.4 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 Application and consequent losses, if any, suffered by the Applicant.

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

2.14 Application Due Date

2.14.1 Applications should be submitted before 15:00 hours IST on the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

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

2.15 Late Applications

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

2.16 Modifications/substitution/withdrawal of Applications

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

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

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

- 2.17.1 The Authority shall open the Applications at 15:00 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.
- 2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.17.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Applicant.
- 2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material

to treat the same in confidence. The 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.

2.19 Tests of responsiveness

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

- (a) it is received as per format at Appendix-I.
- (b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5.
- (e) it contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) it contains information in formats same as those specified in this RFQ;
- (g) it contains certificates from its statutory auditors³ in the formats specified at Appendix-I of the RFQ for each Eligible Project;
- (h) it contains an attested copy of the receipt for payment of Rs. 5,900- (Rs. Five Thousand Nine Hundred only) to Authority towards the cost of the RFQ document;
- (i) it does not contain any condition or qualification; and
- (j) it is not non-responsive in terms hereof.

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

2.20 Clarifications

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

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

E. QUALIFICATION AND BIDDING

³ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ

2.21 Pre-qualification and notification

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

2.22 Submission of Bids

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

Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarise themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.23 Proprietary data

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

2.24 Correspondence with the Applicant

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

3 CRITERIA FOR EVALUATION

3.1 Evaluation parameters

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

3.2 Technical Capacity for purposes of evaluation

- 3.2.1 The Applicant shall quote experience in respect of a particular Eligible Project Subject to the provisions of Clause 2.2, even though may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.2.2 For the purpose of assigning scores to the Applicant, its experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project would be the eligible receipts specified in Clause 2.2.2 (A), divided by one crore.

3.3 Details of Experience

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

3.4 Financial information for purposes of evaluation

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

3.5 Pre-qualification of Applicants

- 3.5.1 The credentials of eligible Applicants shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the „Aggregate Experience Score“ of a particular Applicant. All Applicants who fulfill the conditions of eligibility specified in Clause 2.2.2 and meet the other conditions specified in this RFQ shall be pre-qualified.
- 3.5.2 The Applicants meeting the pre-qualification criteria shall be eligible for participation in the Bid Stage.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant 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, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant 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, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the 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 Contract 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 sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-APPLICATION CONFERENCE

- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application conference. Applicants who have downloaded the RFQ document from the website should submit a Demand Draft of Rs. 5,900/- (Rs. Five Thousand Nine Hundred only) towards the cost of document, through their representative attending the conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 5.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor 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.

6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Solapur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 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 Applicant in order to receive clarification or further information;
 - (c) Pre-qualify or not to pre-qualify any Applicant and/or to consult with any Applicant in order to receive clarification or further information;
 - (d) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/or in relation to any Applicant; and/or
 - (e) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX I

Letter Comprising the Application for Pre-Qualification

(Refer Clause 2.13.2)

Dated:

To,
Chief Executive Officer,
Solapur City Development Corporation Limited
New Planning Office, Near Doodh Dairy, Saat Rasta,
Solapur
Maharashtra (INDIA)
Pin 413003

Sub: Application for pre-qualification for Construction, Repair and Maintenance of Indira Gandhi Stadium

Dear Sir,

1. We, having examined the RFQ document and understood its contents, hereby submit our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

2. We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder for the rehabilitation, up-gradation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.

4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

5. We acknowledge the right of the Authority to reject our Application 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. We certify that in the last three years, we 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. We declare that:

- (a) We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority.
- (b) We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document; and
- (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.

9. We believe that we satisfy the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and are qualified to submit a Bid.

10. We declare that we are not a Member of an applying for pre-qualification.

11. We certify that in regard to matters other than security and integrity of the country, we 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. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/employees.

14. We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFQ at Appendix-V thereof.

15. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Authority of the same immediately.

16. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.

17. 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 Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

18. We agree and undertake to abide by all the terms and conditions of the RFQ document.

19. We agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract.

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

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature **{In full and initials}**: _____

Name and Title of Signatory: _____

Name of Bidder (company's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

ANNEX-I

Details of Applicant

[To be printed on the Applicant's letterhead and signed by its Authorized signatory]

To,
Chief Executive Officer,
Solapur City Development Corporation Limited
New Planning Office, Near Doodh Dairy, Saat Rasta,
Solapur
Maharashtra (INDIA)
Pin 413003

Sub: Application for pre-qualification for Construction, Repair and Maintenance of Indira Gandhi Stadium

Dear Sir,

Enclosed are the details of Applicant for participation in the RFQ of the Construction, Repair and Maintenance of Indira Gandhi Stadium, Solapur

1.

- a. Name:
- b. Country of incorporation:
- c. Address of the corporate headquarters and its branch office(s), if any, in India:
- d. Date of incorporation and/or commencement of business:
- e. Type of Firm (Private Limited/ Public Limited company/ LLP/ Partnership/ HUF/ Foreign Incorporated Entity/Proprietorship)
- f. Company registration details/number
- g. GST registration number (mandatory for Indian Applicants)
- h. PAN (mandatory for Indian Applicants)
- i. No. of years of operations in India (mandatory for Indian Applicants)

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

3. Details of individual(s) who will serve as the point of contact/communication for the Authority:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:
- (g) Fax Number:

4. Particulars of the Authorised Signatory of the Applicant:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

ANNEX-II
Technical Capacity of the Applicant @
(Refer to Clauses 2.2.2(A), 2.3, 3.2 and 3.3 of the RFQ)

Project	Experience (Equivalent Rs. crore)	Experience Score ϵ
	Payments received for construction of Eligible Projects	
1		
2		
3		
4		
5		
6		
Aggregate Experience Score =		

Note

- 1) *Provide details of only those projects that have been undertaken by the Applicant, under its own name separately and/ or by a project company eligible under Clause 2.2.*
- ϵ *Divide the amount in experience column by 1Cr to arrive at the experience score for each eligible project.*

ANNEX-III
Financial Capacity of the Applicant
(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFQ)
(In Rs. crore)

S. No.	Financial Year	Annual Turnover (Rs.)	Net Profit
1	Financial Year 2013-14		
2	Financial Year 2014-15		
3	Financial Year 2015-16		
5	Financial Year 2016-17		
6	Financial Year 2017-18		

Note:

- *The audited Financial Statements for the corresponding year must be attached.*

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

Instructions:

The Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:

- Reflect the financial situation of the Applicant;
- 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).

ANNEX-IV

Details of Eligible Projects

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

Applicant/ Legal Name: [insert full name]

Date: [Insert day, month, year]

Tender no and Title: [Insert Tender number]

[Identify contracts that demonstrate experience of implementation of **similar projects** over the past 5 (five) years as given in ITB 5.4.2 of Vol I. Pictures of completed projects must be attached. List contracts chronologically, according to their commencement (starting date)]

Duration	Assignment name/& brief description of main deliverables/output	Name of Client & Country of Assignment	Approx. Contract value (in INR. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
{e.g., Jan.2009–Apr.2010}	{e.g., “Redevelopment of.....”: implemented civil works of;}	{e.g., Ministry of, country}	{e.g., INR 02 Cr.}	{e.g., Lead partner in a Consortium {A&B&C}}	Yes/No a. Copy of agreement/if international then apostle; b. Copy of completion certificate; [Issued by Competent Authority]
{e.g., Jan-May 2008}	{e.g., “.....”}	{e.g., municipality of....., country}	{e.g., INR 01 Cr.}	{e.g., Sole Contractor}	Yes/No a. Copy of agreement/if international then apostle; b. Copy of completion certificate; [Issued by Competent Authority]

ASSIGNMENT DETAILS OF THE BIDDER

The detailed description of the projects handled in last five years should be mentioned in the format given below. For each assignment, the outline should indicate the names of the Bidder's Key Personnel and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Contract), and the Contractor's role/involvement. Explanatory pictures of completed projects must also be attached.

Assignment Name:	Project Cost:
Country: Location within the Country:	Duration:
Name of Client:	Total No. of person-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (in current Rs) :
	No. of person-months provided by your firm:
Start Date (month/year): Completion Date (month/year):	No. of professional person-months provided by the JV partners of the Sub-Contractors:
Name of associated Contractors, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Lead Engineer / Project Co-ordinator, Team Leader): Project Leader: Project Manager: Team Members:
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	
Name of Firm:	

Signature of the Bidder

Note: Completion certificate from respective Authority covering Scope, Cost and project duration shall be enclosed for all Assignments being submitted for evaluation. Explanatory pictures of completed projects must also be attached.

ANNEX V

TEAM COMPOSITION, ASSIGNMENT AND KEY PERSONNEL' INPUTS

A - Bidder's Organization

1. Provide here a brief description of the background and organization of your company,
2. Include organizational chart, a list of Board of Directors, and beneficial ownership along with their CVs

Sr. No.	Designation on This Assignment	Name of Team Member	Qualifications	Years of Experience	Role and Responsibilities

CURRICULUM VITAE (CV)

Position, Title and No.	{e.g., K-1, Lead Engineer}
Name of Team Member	{Insert full name}
Date of Birth	{day/month/year}
Country of Citizenship / Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title / position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
{e.g., May 2005-present}	{e.g., Ministry of For references: Tel / email :		

 ; Mr. xxxxxxxx , deputy minister}		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed tasks assigned on Bidder’s Team of Personnel:	Reference to Prior Work / Assignments that best illustrates capability to handle the assigned tasks
{List all deliverables / tasks as in TECH 2 in which the Team member will be involved}	

Team Member’s contact information: (e-mail phone)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{Day/month/year}

Name of Team Member
Date

Signature

{day/month/year}

Name of authorised Representative
Date

Signature

Of the Bidder (the same who signs the Proposal)

Appendix 2- FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(On Non – judicial stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (Name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for Appointment of Contractor to Develop, Repair & Maintain the Indira Gandhi Stadium, Solapur under Smart Cities Mission (**the “Project”**), including signing and submission of all documents and providing information / responses to SCDCL , representing us in all matters before SCDCL, and generally dealing with SCDCL in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *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.*
- *In case the Application is signed by an authorized Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

**APPENDIX 3 – FORMAT FOR MEMORANDUM OF UNDERSTANDING (MoU) FOR
CONSORTIUM - TEAMING**

(On Non – judicial stamp paper of Rs 100/- or of appropriate value and
Document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this ____day of 2019 at _____ among _____ and _____ and _____ having its registered office at, _____ (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part and _____ and _____ having its registered office at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part _____ and _____

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Assisting Solapur City Development Corporation Limited for carrying out execution of the Project “Develop, Repair & Maintain the Indira Gandhi Stadium under Smart Cities Mission” in Solapur City of Maharashtra (“Project”) as per the terms contained in the RFP Document.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:

1. That the Parties shall be jointly and severally liable for the execution of the Projects arising from the States, Union Territories, as the case may be and in accordance with the terms of the Contract Agreement to be executed on award of such Projects.
2. That this MoU shall be governed in accordance with the laws of Land (India) and courts in Solapur shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness where of the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

First Party

Party Witness

1. _____

2. _____

Second Party

Party Witness

1. _____

2. _____

Third Party

Party Witness

1. _____

2. _____

APPENDIX 4 – DISCLOSURE OF ONGOING LITIGATION

Information regarding Litigation / Arbitration during last five years in which the bidder is involved, the parties' concerned and disputed amount.

a) Pending Litigation

1) No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2. 2) Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2 as indicated below.				
Year of dispute	Amount in dispute	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]

b) Litigation History

1) No court/arbitral award decisions against the Applicant since 1st January [insert year], in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3. 2) Court/ arbitral award decisions against the Applicant since 1st January [insert year], in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name]	[insert amount]

	Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate “Employer” or “Contractor”] Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	
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Preceding 5 years to be reckoned from the 31st. March of the last financial year.

SIGNATURE OF BIDDER