



SURAT SMART CITY DEVELOPMENT LIMITED (SSCDL)

Single Stage Bidding Process

for

**Development of Multi Level Car Parking cum Commercial Complex at T.P. 8 (Umarwada),
F.P. 150 in Surat city, Gujarat**

on

**Design, Build, Finance, Operate and Transfer (DBFOT) Basis
under Public Private Partnership (PPP)**

Request for Qualification cum Proposal

Tender No (On line): GM (Engg.)/SSCDL/Traffic/MLCP/16/2017-2018

Issued on 26/12/2017

Issued by

Surat Smart City Development Limited (SSCDL)

**General Manager (Engineering),
Surat Smart City Development Limited,
South Zone Vahivati Bhavan, Udhana Main Road,
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Surat Smart City Development Limited (SSCDL)

E-Tender Notice (On line) No. GM(Engg)/SSCDL/Traffic/MLCP/16 /2017-2018

Tenders are invited for Various Works Online on <http://smc.nprocure.com> from Government approved contractors /developers with following Schedule.

Name of the Department	Traffic Cell
No. of Works	01
Total Estimated cost of Tender (PPP Base)	Rs.20.96 Cr.

The detail tender notice will be made available on website www.suratmunicipal.gov.in, www.suratcity.com

No. P.R.O./
Date.

General Manager (Engg.)
Surat Smart City Development Limited

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Disclaimer

The information contained in this **Request for Qualification cum 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 SSCDL 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 SSCDL 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 the formulation of their bids for qualification pursuant to this RFQ cum RFP (the “**Bid**”). This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by the SSCDL 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 SSCDL, 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 this RFQ cum RFP 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 SSCDL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The SSCDL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 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 with pre-qualification of Bidders for participation in the Bidding Process.

The SSCDL 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 SSCDL 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 SSCDL is bound to select the prequalified Bidders at RFQ cum RFP stage to appoint the Successful Bidder (Concessionaire), for the Project and the SSCDL reserves the right to reject all or any of the Bids or Tenders without assigning any reasons 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 SSCDL 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 SSCDL 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.

Volume I: RFQ cum RFP

Volume II: Concession Agreement

GLOSSARY

Annual Concession Fee	shall have the same meaning as assigned to the term in clause 4.9.2
Associate	As defined in Clause 2.1.14
Bid	shall mean the Technical Bid and the Financial Bid for the Project;
Bidders	As defined in Clause 1.1.1
Bid Due Date	shall mean the Bid submission date as mentioned in the Bidding Schedule
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
BOT	Build Operate and Transfer
BOLT	Build, Operate, Lease and Transfer
BOO	Build, Operate and Own
Bid Security	shall have the same meaning as assigned to the term in clause 2.20
CAGR	shall mean Compounded Annual Growth Rate at which the Annual Concession Fee shall be escalated
Commercial Operation Date or COD	shall have the same meaning as assigned to the term in the Concession Agreement.
Concession	shall mean the concession to be awarded to the Concessionaire pursuant to this RFQ cum RFP and in terms of the Concession Agreement.
Concessionaire	As defined in Clause 1.1.3
Concession Agreement	As defined in Clause 1.1.3
Conflict of Interest	As defined in Clause 2.1.14 & 3.2.1 (d)
Consortium	As defined in Clause 3.2.1 (a)
Damages	shall mean all liability for claims, losses, costs, expenses incurred/ suffered by Surat Smart City Development Limited (SSCDL) due to any breach by the Bidders/ Selected Bidder/ Concessionaire as the case may be and the same shall be payable to SSCDL by the respective Bidders/Selected Bidder/Concessionaire as the case may be.
DBFOT	Design, Build, Finance, Operate and Transfer As defined in Clause 1.1.1
Eligible Experience	As defined in Clause 4.2.2
Eligible Projects	As defined in Clause 4.2.3
Estimated Cost of Construction	shall mean the costs mentioned in the fourth column of Table 1, under clause 1.1.

Experience Score	As defined in Clause 4.2.6
Financial Capacity	As defined in Clause 3.2.2 (B)
Financial Close	shall mean the entire debt tie-up of the Concessionaire, for undertaking the Project.
First Right of Refusal Government	As defined in Clause 1.1.1
GoGj	Government of Gujarat
GoI	Government of India
Jt. Bidding Agreement	As defined in Clause 3.2.6
Lead Member	As defined in Clause 3.2.6 (c)
LOA	Letter of Award shall have the same meaning as assigned to the term in Clause 4.12.5
Member	Member of a Consortium
Multi Level Car Parking	As defined in Appendix XIII
Net Worth	As defined in Clause 3.2.4 (ii)
Performance Guarantee	shall have the same meaning as assigned to the term in clause 2.21
Performance Security	Shall mean a security to be deposited by the Selected Bidder with SSCDL, as per the terms and conditions of the Concession Agreement as per clause 2.20.
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Prospective Bidder	As defined in Clause 1.2.8
Project Cost	shall mean the actual cost incurred by the Concessionaire for undertaking the Project.
Project Site	shall mean the site on which the Project is to be developed by the Concessionaire and as more specifically mentioned in Table 1-1.
Qualification	As defined in Clause 1.2.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	shall mean the currency of India.
Real Estate Development or Commercial Complex	shall have the same meaning as assigned to the term in the Concession Agreement
RFQ cum RFP or Request for Proposal	shall mean this Request for Qualification cum Proposal, as defined in Clause 1.2.1
SMC	shall mean Surat Municipal Corporation
SPV	As defined in Clause 3.2.6
SSCDL	shall mean Surat Smart City Development Limited
Successful Bidder	shall mean the selected Bidder in terms of clause 4.10.1
Tender Accepting Authority	As defined in Clause 3.1.1



Tenderer	As defined in Clause 1.1.1
Technical Capacity	As defined in Clause 3.2.2 (A)
Threshold Technical Capacity	As defined in Clause 3.2.2 (A)
Upfront Premium	shall have the same meaning as assigned to the term in clause 1.2.8 and 4.10.1.

1. INTRODUCTION

1.1 Background

1.1.1 The Surat Smart City Development Limited (SSCDL) intends to develop and operate / maintain Multi level Car Parking cum commercial complex at T.P.8 (Umarwada), F.P.150, Surat, Gujarat under an arrangement or agreement (the “Project”) through Public -Private Partnership (the “PPP”) on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis. It shall involve development of Project Facilities at the Project Site including design, financing, construction, implementation, completion, commissioning, management of the facilities, (including Multi level Parking management) execution of works and all activities incidental thereto, and Transfer of the Project/ Project Facilities by the Successful Bidder to SSCDL or its nominated agency at the end of the Concession Period of 45 years (including construction period of MLCP and commercial area) free of cost including the immovable assets. The Successful Bidder shall have to develop the Project up to the desired level of services as defined in Schedules to the Concession Agreement as a whole, for immediate operation as per the specifications given herein.

Project Name	City Details	Site Area in Sq. mtrs.	Estimated Cost of Construction (in Crore Rs.)
Design, Build, Finance, Operate & Transfer of Multi-level Car Parking & Commercial complex at T.P.8 (Umarwada), F.P. No.150, Surat	Surat	2724.50	20.96 excluding cost of Land

Table 1-1

A brief description of the Project has been provided in “Appendix IX”. Brief Particulars of the project is as follows:

Project	Development of Multi Level Car Parking-cum-Commercial Complex under PPP mode at T.P. 8 (Umarwada), Final Plot 150, Surat (Gujarat)
Land Area	2724.50 Sq.mtr., which shall be provided only on lease basis
Mandatory Minimum	Provision/Development of Multi-level Car Parking Complex for Minimum 157 Nos. of 4-wheelers and Minimum 24

Development Obligation Nos. of 2-wheeler Parking (excluding commercial parking ECS) and Commercial Complex space with a construction period of 2 years including financial closure, and obtaining necessary approvals, permissions from town planning department and local authority.

** to improve the viability of project concessioners can develop the commercial complex to an maximum of 1907 Sq.mts. The parking slots for Commercial Space in the project shall be the responsibility of the Concessionaire and the same should be provided by the Concessionaire as per the Applicable Laws. Under any circumstances, the parking slots for public parking shall not be considered for commercial purpose.

Indicative Project Cost **Rs 20.96 Crores**, excluding the cost of the land.

Concession Period **45 years** (2 years Construction & 43 years Operation) starting from the date of signing of Concession Agreement which shall be further extendable by another 30 years at the end of the first term on a First Right of Refusal Basis. At the end of the Concession Period, the land as well as immovable structures and fixtures created by the developer would revert back to Surat Smart City Development Limited or its nominated agency free of cost and free of all encumbrances.

First Right of Refusal First Right of Refusal shall mean the Concessionaire shall have a right to match the financial bid of the Successful Bidder under the Competitive Bidding Process after the expiry of the initial term of the Concession Period, subject to the satisfactory completion of the first term as per the terms and conditions of the Concession Agreement, under which, the Concessionaire shall have a right to undertake the Project for an additional period of 30 years as provided in the Concession Agreement

The Surat Smart City Development Limited (“SSCDL”) intends to invite proposal to pre-qualify and short-list suitable Bidders (the “**Bidders**” or “**Tenderers**”) whose financial bids shall be eligible for opening, for awarding the Project through an open Tender process in accordance with the procedure set out herein.

1.1.2 a'XYKno Capital Services Private Limited is the Consultant to SSCDL for the Project development.

1.1.3 The Successful Bidder, shall furnish an undertaking to the effect that it shall incorporate SPV in the form of Company registered under Companies Act 2013, at least 45 days prior to execution of the Concession Agreement (the “**Concessionaire**”) and such company shall be responsible for designing, engineering, financing, procurement, construction, management (including Multi level Parking management) operation, maintenance and transfer of the Project (Multilevel Car Parking & commercial Complex) under and in accordance with the provisions of the Concession Agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the SSCDL in the form provided by the SSCDL (being provided as Volume II). The Scope of Work (“**SOW**”) will broadly include Design, Build, Finance, Operate and Transfer (“**DBFOT**”) of the Project. The construction of the Project shall have to be compliant to the governing bye laws, zoning regulations of the concerned development authority / Surat Municipal Corporation and related statutory provisions and regulations applicable for similar projects.

1.1.1 Under the model building bye laws as provided by Development Authority, GoG with support of basic FAR, permissible FSI is 1.8. However, **FSI allowed to the developer for this project is 1.20 (considering road width and GDCR norms).**

FSI beyond 1.2 which is considered for the purpose of the project shall accrue to Surat Smart City Development Limited (SSCDL) without any rights to the Concessionaire.

1.1.2 The Successful Bidder has to develop the project within a period of **24 months including monsoon** from the date of signing of Concession Agreement.

1.1.3 With regards to the Project Site, the land ownership will remain with SSCDL and the land will be leased to the Successful Bidder for a period of 45 years (+ additional 30 years if First Right of Refusal exercised by the Successful Bidder after the expiry of initial concession period) from the date of signing of the Concession Agreement. After the Concession Period is over, the Project, all on site facilities, infrastructure, all equipments erected or installed as part of the Project as well as the land comprising the Project Site shall stand transferred to SSCDL or its nominated agency, free from all encumbrances and in accordance with Good Industry Practices (“**Concession**”). For avoidance of doubt, Successful Bidder shall execute separate deed for transfer of the aforesaid after completion of the Concession Period or its sooner termination by SSCDL.

1.1.4 The statements and explanations contained in this RFQ cum RFP are intended to provide a proper 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 SoW and obligations of the Concessionaire set forth in the Concession Agreement or the SSCDL’s rights to amend, alter, change, supplement or clarify the SoW, 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 SSCDL.

- 1.1.5 The SSCDL 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 SSCDL pursuant to this RFQ cum RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by the SSCDL, and all Bids shall be prepared and submitted in accordance with such terms.

1.2 Brief Description of Bidding Process

- 1.2.1 The SSCDL has adopted a single Stage bidding process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The selection process involves technical qualification of interested Bidders / Consortium in accordance with the provisions of the RFQ cum RFP document. The SSCDL shall open the financial bids of the technically qualified Bidders only.

The Applicant shall pay to the SSCDL a non-refundable sum of Rs. 18,000/- (Rupees Eighteen Thousand Only) & applicable GST @12%, as the cost of the RFQ cum RFP documents. The remittance shall be made in the form of a Demand Draft/ Banker's Cheque in favour of "**Surat Smart City Development Limited**, payable at Surat". The RFQ Document can be downloaded from the website of the SSCDL <https://www.nprocure.com>

- 1.2.2 The details of the Bid submission are mentioned in the Clause 2.11 – Sealing and Marking of Bids.

- 1.2.3 The Bid shall be valid for a period of not less than 120 days from the date of opening of Financial Bid.

- 1.2.4 The Bidding Documents include the Request for Qualification cum Proposal (RFQ cum RFP) as Volume I and the Draft Concession Agreement for the Project as Volume II. Subject to the provisions of Clause 2.8 & 2.9, any Corrigendum or Addenda issued subsequent to this RFQ cum RFP Document and/or the Concession Agreement, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

- 1.2.5 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a Bid Security equivalent to about **2% (two per cent)** of the Estimated Project Cost (the "**Bid Security**") in accordance with the clause 2.1.7

- 1.2.6 The Successful Bidder shall be the Bidder being selected through the process described in Section 3. The remaining Bidders shall be kept in reserve and may in accordance with the process specified in Section 3 of this RFQ cum RFP, be considered in case such successful Bidder withdraws or is not selected for any reason.
- 1.2.7 The tenderer who offers the highest total of upfront premium + annual concession fees (NPV of 45 years @12% of discount rate) shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Tender submitted by the Prospective Tenderer in case such Prospective Tenderer withdraws or is not selected for any reason. In the event that none of the other Bidders match the Tender of the Prospective Bidder, the SSCDL may, in its discretion, invite fresh Tenders from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.8 . A Bidder may offer to pay a premium in the form of Upfront Payment, (the “**Upfront Premium**”) to the Authority for award of the concession. The Concession Period will be 45 years (43 years + 2 years construction). The highest total of upfront premium + annual concession fees (NPV of 45 years @12% of discount rate) shall constitute the sole criterion for selection of the technically qualified Bidder. The Project shall be awarded to the Bidder quoting the highest premium.
- a) In the event of being awarded the Concession to the bidder quoting the highest premium in the Financial Bid, the Concessionaire shall pay the premium at the time of signing of Concession Agreement.

In this RFQ cum RFP, the term “**Prospective Bidder**” shall mean the Bidder who is offering highest Upfront Premium). The successful bidder will also be bound to pay the following fixed payment:

Threshold value of Annual Lease Premium / Annual Concession Fees for the first year will be **Rs.5,10,000/- (Rupees Five Lakhs Ten Thousand Only)** shall be paid by the Successful Bidder in accordance with the clause 4.9.2 stated herein.

- 1.2.9 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.
- 1.2.10 The Concessionaire will be entitled to build, develop, maintain and transfer the Project in accordance with the terms and conditions of the draft for Concession Agreement.

1.2.11 Any queries or request for additional information concerning this RFQ cum RFP shall be submitted in writing by fax or e-mail to the officer designated in Clause 2.8. No query violating the Bidding Schedule will be responded to or entertained.

1.3 Schedule of Bidding Process

The SSCDL shall endeavour to adhere to the following schedule:

TABLE 1-2: –SCHEDULE OF BIDDING PROCESS

Sr. No.	Event Description	Estimated Date
1.	Download of RFQ cum RFP Documents from website	From 26/12/2017 to 08/01/2018 up to 17:00Hrs.
2.	Pre-Bid Conference	Bidders shall have to post their queries on E-Mail address ex-en.traffic@suratmunicipal.org on or before 02/01/2018 up to 17:00 Hrs. Pre-Application Conference will be held on 04/01/2018 @ 12.00 Hrs.
3.	Submission of Online Bid Due Date and Time (Submission of Technical Proposal Form and Financial Bid)	08/01/2018 up to 18:00 Hrs.
4.	Submission of (Original) RFQ cum RFP Document fees, Bid Security and Other documents as per RFQ cum RFP in Hard Copy Due Date and Time	Up to 16/01/2018 up to 17:00 Hrs.
5.	Opening of (Original) Hard Copy of RFQ cum RFP Document fees, Bid Security and Other documents submitted as per RFQ cum RFP and Online Technical Proposal Date and Time	If possible On 17/01/2018 at 16:00Hrs.
6.	Opening of Financial Bid (Online) of Technically Qualified Bidders	To be intimated by Authority
7.	Issuance of LOA to Selected Bidder	Within 4 weeks of Opening of Financial Bid

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

1.4 Pre-Bid Conference

1.41 A Pre-bid conference of the interested parties shall be convened at the ***designated date, time and place***. Only those persons who produce the Original Demand Draft / Banker's Cheque of Rs. 18,000/- plus applicable GST @12% as per the government rules against the non-refundable fee of RFQ cum RFP document downloaded shall be allowed to participate in the Pre-Bid conference. Bidder/Representative should submit a copy of Demand Draft of the cost of the RFQ Document along with their authorization letter of attending the conference. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. The Demand Draft / Banker's Cheque should be in the name of "Surat Smart City Development Limited", payable at Surat.

1.4.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the SSCDL. The SSCDL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparency in tender.

1.4.3 A Pre-Bid Queries of the interested parties shall be convened at the ***date and time***.

✓ Pre-Bid Queries date: 02/01/2018 Time up to 17:00 Hrs.

✓ Email Id: exen.traffic@suratmunicipal.org

1.4.4 In case of any clarification, the person to be contacted is as under:

ATTN. OF:	D.N. Basak
DESIGNATION:	Deputy General Manager & Executive Engineer
ADDRESS:	Surat Smart City Development Limited, South Zone Vahivati Bhavan, Udhana Main Road, Opp. Styanagar, Udhana, Surat 394210
Phone No. :	+91 9724345219
Email id:	exen.traffic@suratmunicipal.org

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

Project Consultant

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

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

Ph./Mb.: +91 9096035966

Tel : 0712 – 6451999 / 52999

Email: mittal@axykno.com / infra@axykno.com



2. INSTRUCTIONS TO BIDDERS

A. General

2.1 General Terms of Bidding

- 2.1.1 A Bidder is eligible to submit only one Bid for the Project as per the formats given in APPENDIX I to XII. 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 at the RFQ cum RFP stage,
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFQ cum RFP, but defined in the Request for Qualification cum Request for Proposal document for the Project (the “**RFQ cum RFP**”) shall have the meaning assigned thereto in the RFQ cum RFP.
- 2.1.3 This RFQ cum RFP is being provided only as preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the RFQ cum RFP shall be binding on the SSCDL nor confer any right on the Bidders, the SSCDL, Consultants, Agencies, employees shall have no liability whatsoever in relation to or arising out of any or all contents of the RFQ cum RFP.
- 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 Bid should be furnished in the format at Appendix–XII, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The Technical proposal shall be submitted in the format at Appendix-I to XI.
- 2.1.6 The Financial Bid shall consist of Upfront Premium to be quoted by the Bidder which 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 deposit a Bid Security of **Rs. 41,92,000.00 (Rupees Forty One Lacs Ninety Two Thousand only)** in accordance with the provisions of this RFQ cum RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–X.
- 2.1.8 The validity period of the Bank Guarantee 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. Where a de-

mand draft is provided, its validity shall not be less than 180 (one eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

- 2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix–II, 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–III.
- 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 RFQ cum RFP shall be in English language. Any printed literature furnished by the Bidder written in another language must be accompanied by its translation in the English language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 2.1.13 The Bidding Documents including this RFQ cum RFP and all attached documents are and shall remain the property of the SSCDL 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 SSCDL will not return any Bid 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, or any Associate thereof, has a relationship with another Bidder, 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 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 SSCDL, its employee and advisors would treat the bids and supporting information submitted by the bidders in a reciprocating confidentiality and would use it for the purpose of this bidding process alone. However, if the information / document submitted by the bidder is needed to be re-produced under any statutory provision, such as Right to Information or litigations, SSCDL would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.

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.

2.2 Conditions pertinent to Consortium Bidder

2.2.1 In case the Bidder is a Consortium, all the Members shall be jointly and severally responsible for the execution of the Project in accordance with the terms of the Concession Agreement.

2.2.2 In case the Successful Bidder is a Consortium, change in the Lead Member shall not be allowed under any circumstances during the Bidding Process & the entire period of Concession.

2.2.3 In case the Bidder is a Consortium, its Lead Member shall not be allowed to reduce its Equity contribution in the Project till 5 years from the Commercial Operation date. However, at all times the Equity contribution of the Lead Member shall not be less than 26% over the entire Concession Period.

2.2.4 No change in the composition of the Consortium shall be allowed between the Bidding Process and the execution of the Concession Agreement and thereafter shall be as per the terms and conditions specified in the Concession Agreement.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was pre-qualified and short-listed on the basis of its Technical Capacity and Financial Capacity and in case of a Consortium, the Technical Capacity and Financial Capacity of its Members. In case of a Consortium, Member with the highest equity stake in the Consortium, subject to a minimum of **26%** shall be the nominated as the Lead Member to act on behalf of the others as their representative for bidding and implementation of the Project and all the other members of the consortium shall have to hold at least **26%** equity for a period of 5 (five) years from the commercial operation date (COD) of the project, in accordance with the provisions of the Concession Agreement. 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 there-under. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2 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 short-listing and pre-qualification under and in accordance with the RFQ, the **Bidder** shall inform the SSCDL forthwith along with all relevant particulars about the same and the SSCDL may, in its sole discretion, disqualify the Bidder or withdraw the Letter of Award (“LOA”) from the successful 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 thereof, and the Concession Agreement shall be liable to be terminated without the SSCDL being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the SSCDL shall forfeit and appropriate the Performance Security and the Performance Guarantee, as mutually agreed genuine pre-estimated compensation and Damages payable to the SSCDL for, inter alia, time, cost and effort of the SSCDL, without prejudice to any other right or remedy that may be available to the SSCDL hereunder or otherwise.

2.3.3 Bidder shall undertake that it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 of the concession agreement and that the {Prospective Tenderer/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of the subscribed and paid up equity of the SPV for the term of the concession in case of award of contract; and that each of the members of the Consortium whose technical and financial capacity shall be evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification, shall hold at least 26% (twenty six per cent) of of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement; during the construction period and five years thereafter.

2.3.4 “Change in Ownership“ of the bidder shall be effected if a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {Successful Bidder/ Consortium Members}, together with {its/their} Associates, in the total Equity to decline below (i) 51% (fifty one per cent) thereof for not less than 5 (years) following the COD and ,(ii) 26% (twenty six per cent) thereof, during the remaining Concession Period; provided that any material variation (as compared to the representations made by the Bidder / Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case

may be,) in the proportion of the equity holding of {the Successful Bidder/ any Consortium Member} to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership;

2.4 Cost of Bidding

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 SSCDL 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

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, 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.

2.5.2 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 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 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 there under;
- (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 2.5.1 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.

2.5.3 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.

2.6 Verification and Disqualification

2.6.1 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.

2.6.2 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 occur after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 4.12.3 and 4.12.4; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-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 Successful 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 Successful Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Successful 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 the Bidding Documents and/ or the Concession Agreement, or otherwise.

2.7 RFQ cum RFP Documents

2.7.1 RFQ cum RFP Documents shall comprise of two volumes:

Request for Qualification cum Proposal: Volume-I
Draft Concession Agreement: Volume- II

2.7.2 This RFQ cum RFP comprises the Notice Inviting RFQ cum RFP Proposal, Disclaimer, Glossary set forth herein above and following Chapters and Appendices.

CHAPTERS

- i. Introduction
- ii. Instructions to Bidders.
- iii. Eligibility of Bidders
- iv. Evaluation of Bids
- v. Fraud and Corrupt Practices
- vi. Miscellaneous

Appendices

- I. Technical proposal Letter
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Guidelines of the Department of Disinvestment
- VI. Affidavit
- VII. Instructions
- VIII-A. Undertaking from Bidder/ Member for claiming Technical Capacity/ Net worth of Associate
- VIII-B Consent letter by O & M operator
- IX. Undertaking from Associate
- X Bank Guarantee for Bid Security
- XI. Work Plan & Methodology
- XII. Financial Bid
- XIII. Project Overview
- XIV. Financial Obligations

2.7.3 In addition, it would also include any Addenda issued in accordance with Clause 2.9.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFQ cum RFP may notify the SSCDL by e-mail in accordance with Clause 2.8. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. SSCDL shall endeavor to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. All the clarifications will be published online on the website www.nprocure.com.

The queries must be submitted in the following format only:

Request for Clarification			
Name and Address of the Organization submitting query		Name and Position of Person submitting query	Contact Details of the Organization / Authorized Representative
			Tel: Mobile : Fax: Email:
Sr. No	RFQ Reference(s) (Section, Page)	Content of RFQ requiring clarification	Points of clarification required

2.8.2 The SSCDL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the SSCDL 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 SSCDL to respond to any question or to provide any clarification.

2.8.3 The SSCDL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the SSCDL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by SSCDL or its employees or representatives shall not in any way or manner be binding on the SSCDL.

2.9 Amendment of RFQ cum RFP

2.9.1 At any time prior to the deadline for submission of Bids, the SSCDL 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 addendum or a corrigendum.

- 2.9.2 An addendum or a corrigendum thus issued will be a part of the RFQ cum RFP and shall be published online on the website <https://www.nprocure.com>. Authority will assume no responsibility for receipt of the Addendum and Corrigendum.
- 2.9.3 In order to accord the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the SSCDL may, at its own discretion, extend the Bid Due Date.
- 2.9.4 **Proprietary Data**

All documents and other information supplied by SSCDL or submitted by a Bidder to SSCDL shall remain or become the property of SSCDL. 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. SSCDL shall not return any Bid or any information provided therewith.

C. Preparation and Submission of Bids

2.10 Language, Format and Signing of Bid

- 2.10.1 The Bid, as well as all correspondence and documents relating to the Bid, exchanged between SSCDL and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 2.10.2 The Bidder shall provide all the information sought under this RFQ cum RFP. The SSCDL will evaluate only those Bids that are received online in the required formats and complete in all respects.
- 2.10.3 Financial Bids of only those bidders who are shortlisted on the basis of their Technical proposal as qualified Bidders at RFQ cum RFP Qualification Stage as per Clause No. 4.5, shall be opened.
- 2.10.4 The Financial bid is to be submitted **online only** as per the format given in **APPENDIX XII**.
- 2.10.5 The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder having a General Power of Attorney issued by a Resolution passed by the Board of Directors of the Bidder or Lead Member (in case of Consortium) and duly authenticated by affixing a Common Seal 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 Bid shall be initialed by the person(s) signing the Bid.

2.10.6 Bidders shall furnish the required information in their Bid in the enclosed formats only. Any deviations with respect to this may make their Bid liable for rejection

The Bid shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Bid as per the format at Appendix-II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) Affidavit in the prescribed format at Appendix-VI;
- (vi) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and, if a partnership, then a copy of its partnership deed;
- (vii) copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five years; and
- (viii) Undertaking from Bidder/ Member for claiming Technical Capacity/ Net worth of Associate in the prescribed format at Appendix-VIII -A;
- (ix) Consent letter of Operation & Maintenance operator for O&M experience prescribed at Appendix VIII-B
- (x) Undertaking from Associate in the prescribed format at Appendix-IX; and
- (xi) Scanned copy of the original Demand Draft or Banker's Cheque of an amount of Rs. 18,000/- (Rupees Eighteen Thousand Only) & applicable GST @12%, in favour of "**Surat Smart City Development Limited**" payable at Surat, as non-refundable fee against cost of RFQ document downloaded
- (xii) Scanned copy of the original Bank Guarantee (refer Appendix X) / Demand draft for Bid Security to be submitted in accordance with the Clause 2.20.
- (xiii) Work Plan & Methodology as per the format prescribed under Appendix – XI.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall submit Technical Bid online in the format specified at Appendix-I, together with the documents specified in Clause 2.10.6 & Financial Bid online only in accordance with the RFQ cum RFP. **The Bidder shall also submit by Speed Post/ RPAD only the hard copy of documents as mentioned in Appendix VII "Instructions" and seal it in an envelope.**

The envelope shall clearly bear the following identification:

"BID FOR QUALIFICATION: Development of Multi level Car Parking (MLCP) cum Commercial Complex at Umarwada, Surat on DBFOT Basis"

and shall clearly indicate the tender notice number, name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand corner of the envelope.

2.11.2 The envelope shall be addressed to

**The Chief Accountant,
Accounts Department,
Surat Municipal Corporation (H.Q.)
Mahanagar Seva Sadan, Muglisara,
Surat - 395 003, Gujarat (India)
Website:<https://www.nprocure.com>**

2.11.3 If the envelope is not sealed and marked as instructed above, the SSCDL assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

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

2.11.5 Further, Bidders are required to submit all details only as per RFQ cum RFP document. In the event, any of the instructions mentioned herein have not been adhered to, the SSCDL reserves the right to reject the Bid.

2.12 Bid Due Date

2.12.1 Bids should be submitted online on website: <https://www.nprocure.com> before 18:00 hours IST on the Due Date as specified in Clause 1.3. In addition to the online submission, the envelope containing Tender Fees & Bid Security as per Clause 2.11.1 referred above shall also be submitted at the address provided in Clause 2.11.2 in the manner and form as detailed in this RFQ cum RFP within the due date and time as specified in Clause 1.3.

2.12.2 The SSCDL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

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

2.14 Modifications/ Substitution/ Withdrawal of Bids

2.14.1 The Bidder shall modify, substitute or withdraw the bid online prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.14.3 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 SSCDL, shall be disregarded.

2.15 Right to Accept any Bid/Tender and to Reject any or all Bids/ Tenders

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

2.15.2 The SSCDL reserves the right to reject any Bid and/ or Tender 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 SSCDL, the supplemental information sought by the SSCDL for evaluation of the Bid.

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

- (i) invite the remaining Bidders to match the Prospective Tenderer/ submit their Bids in accordance with the RFP; or

(ii) take any such measure as may be deemed fit in the sole discretion of the SSCDL, including annulment of the Bidding Process.

2.15.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the SSCDL, that one or more of the pre-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 Bidder/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the SSCDL to the Bidder, without the SSCDL being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the SSCDL may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.

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

2.16 Validity of Bids

Bids shall remain valid for a period of **120 days (one hundred and twenty days)** from the date of opening of Financial Bid.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause 2.20 in all respects.

2.17 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 SSCDL in relation to or matters arising out of, or concerning the Bidding Process. The SSCDL will treat all information, submit-

ted 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 SSCDL 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 SSCDL.

2.18 Correspondence with the Bidder

The SSCDL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.19 Acknowledgement by Bidder

2.19.1 It would be deemed that by submitting the Bid, the Bidder has:

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

2.19.2 The SSCDL 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 SSCDL.

2.19.3 The SSCDL shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

D. Bid Security

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security in the form of a demand draft or a bank guarantee acceptable to the SSCDL and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days. The SSCDL shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the SSCDL as non-responsive.

2.20.3 The Bid Security of unsuccessful Bidders will be returned by the SSCDL, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding process is cancelled by SSCDL. Bidders may by specific instructions in writing to the SSCDL give the name and address of the person in whose favor the said demand draft shall be drawn by the SSCDL for refund, failing which it shall be drawn in the name of the Bidder.

2.20.4 The successful Bidder's Bid Security will be returned, without any interest, upon such Successful Bidder signing the Concession Agreement and furnishing the Performance Security and the Performance Guarantee in accordance with the provisions thereof. The SSCDL may, at the successful Bidder's option, adjust the amount of Bid Security in the amount of Performance Security and the Performance Guarantee to be provided by him in accordance with the provisions of the Concession Agreement.

2.20.5 The SSCDL shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / Damages to the SSCDL in any of the events specified in Clause 2.19.6. The Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the SSCDL will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.6. The Bid Security shall be forfeited and appropriated by the SSCDL as mutually agreed genuine pre-estimated compensation and Damages payable to the SSCDL for, inter alia, time, cost and effort of the SSCDL without prejudice to any other right or remedy that may be available to the SSCDL hereunder or otherwise, under the following conditions:

- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFQ cum RFP;

- b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFQ cum RFP and as extended by the Bidder from time to time;
- c) In the case of successful Bidder, if it fails within the specified time limit –
 - i. to sign the Concession Agreement and/or
 - ii. to furnish the Performance Security and/or the Performance Guarantee within the period prescribed in the Concession Agreement; or
 - iii. In case the successful Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security and/or the Performance Guarantee.

2.21 Performance Security

- a) The Concessionaire shall ensure that for the entire Construction Period of the Project, it will maintain Performance Security. The Performance Security shall be in the format mentioned in Schedule – L, Volume – II Concession Agreement of the RFQ cum RFP document and Performance Security shall remain valid six months beyond the construction period or any extension thereof. Concessionaire shall furnish Performance Security before execution of Concession Agreement.
- b) The Performance Security in the form of an unconditional and irrevocable Bank Guarantee shall be from a scheduled bank approved by the Concessing Authority. Amount of Performance Security shall be as per provisions of Concession agreement.
- c) Upon occurrence of a Concessionaire Event of Default, the Concessing Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to invoke, encash and appropriate relevant amounts from the Performance Security as damages. Upon such invocation, encashment and appropriation from the Performance Security, the Concessionaire shall, within 30 (thirty) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Concessionaire shall, within the time so granted replenish or furnish to the Concessing Authority a fresh Performance Security as aforesaid, failing which the Concessing Authority shall be entitled to terminate the Concession Agreement.

2.22 Performance Guarantee

- a) The Concessionaire shall ensure that for the entire Concession Period starting from the date of issue of the Completion Certificate and before the expiry of the Performance Security, it will maintain Performance Guarantee of the value and in the format mentioned in Schedule M

Volume – II of the RFQ cum RFP document which shall remain valid at all times during the period of Concession.

- b) The Performance Guarantee shall be in the form of an unconditional and irrevocable Bank Guarantee. It shall be from a nationalised or scheduled bank approved by the Concessing Authority.
- c) Upon occurrence of a Concessionaire Event of Default, the Concessing Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to invoke, encash and appropriate relevant amounts from the Performance Guarantee as damages. Upon such invocation, encashment and appropriation from the Performance Guarantee, the Concessionaire shall, within 30 (thirty) days replenish, in case of partial appropriation, to its original level the Performance Guarantee and in case of appropriation of entire Performance Guarantee to provide a fresh Performance Guarantee and the Concessionaire shall, within the time so granted replenish or furnish to the Concessing Authority a fresh Performance Guarantee as aforesaid, failing which the Concessing Authority shall be entitled to terminate this Agreement.

2.23 Project Development Fees

The Selected Bidder shall bear all the statutory charges & taxes required in the development of the project as applicable from time to time. It shall also include the charges towards the appointment of Design consultant & charges for proof checking by Sardar Vallabhabhai National Institute of Technology (SVNIT), Surat.

2.24 Taxes & Duties

GST for construction / erection / commissioning / installation / repairs / maintenance / renovation / fabrication of structure including building (means of works contract / turn key projects / supply of material / goods)

GST (Goods & Service Tax) has come in existence from 1st July, 2017 Contractor/Successful Bidder is bound to pay any amount of GST prescribed by the Govt of India as per the Term of Contract agreed upon during the course of execution of this Contract.

From last date of submission of tender and During the course of execution of contract if there is any change in Rate of GST (Goods & Service tax) by the Government the same i.e. only the difference shall be reimbursed / recovered separately by SMC subject to the submission of original Receipt /Proof for the amount actually remitted by the Successful Tenderer / Contractor / Suc-

Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated / submitted / claimed within 30 (Thirty) days from the date of payment Remittance of GST within stipulated period shall be the sole responsibility of the Successful Bidder / Contractor, failing which, SMC may recover the amount due from any other payable dues with SMC and decision of Municipal commissioner shall be final and binding on the Contractor / Successful Bidder in this regard further, the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security deposit/ Performance Guarantee Amount.

Except GST, if imposition of any other new Taxes / Duties / Levies / Cess or any other incidentals etc. or any increase in the existing Taxes /Duties / Levies / Cess or any other Incidentals etc.(Excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor / Successful Bidder only, in no case SMC shall be liable for the same and obliged to reimburse and no dispute regarding same shall be entertained by SMC. Bidder / firm should have to produce attested copy of sale tax certificate with proof of residence.

The Construction labour welfare cess shall be deducted from R.A. bill of the contractor at the prevailing rate. The current rate of labor cess is 1% of the capital amount.

3. ELIGIBILITY OF BIDDERS

3.1 Scope of Bid

The SSCDL wishes to receive Bids for Technical Qualification in order to short-list experienced and capable Bidders for the financial bid opening. The SSCDL shall constitute the committee for scrutiny & e evaluation of various submissions done by the bidders under RFQ cum RFP for the Development of Multi level Car Parking (MLCP) cum Commercial Complex at Umarwada, Surat.

3.2 Eligibility of Bidders

3.2.1 For determining the eligibility of Bidders for their technical qualification hereunder, 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 except as stated in clause 3.2.1(c).
- b. The term Bidder used herein would apply to both a single entity and a Consortium.
- c. A Bidder may be a natural person, or a private entity, or a combination thereof, or a combination with a public agency. Provided that the public agency does not have a controlling interest in such combination, either with an existing agreement or the formal intent to enter into an agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 3.2.6 below.
- d. 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. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process as stated in clause no.2.1.14.
- e. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the SSCDL in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incident-

tal to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Respondent, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ cum RFP or where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 3.2.1, shall include each Member of such Consortium.

3.2.2 To be Technically eligible for opening of financial proposal, 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. paid for, or received payments for construction of Eligible Project(s) in Category 3 and / or Category 4 specified in Clause 4.2.1; and /or
- ii. paid for development of Eligible Project(s) in Category 1 and / or Category 2 specified in Clause 4.2.1; and / or
- iii. collected and appropriated revenues from Eligible Project(s) in Category 1 and / or Category 2 specified in Clause 4.2.1,

such that the sum total of experience score computed in accordance with clause no. 4.2.6 of the above is more than **Rs.41.92 Crores** (Rupees Forty One Crores Ninety Two Lacs Only) (the “**Threshold Technical Capacity**”),

B. Financial Capacity: The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of **Rs 5.24 Crores** (Rupees Five Crore Twenty Four Lacs only) at the close of the preceding financial year.

In case of a Consortium, the combined technical capacity and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, shall be considered ; provided that each such Member shall, for a period of 5 five)

years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

3.2.3 O&M Experience:

The Bidder shall, [in the case of a Consortium, include a Member who shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project, and has either by itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of Category 1 or category 3 projects specified in Clause 3.2.1, which have an aggregate capital cost equal to the Estimated Project Cost. In case the Bidder is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates. In the event that the Bidder does not have such experience, it should furnish along with the bid, a consent letter from the entity having the aforesaid experience in the format prescribed under Appendix VIII-B, who will associate with the Bidder if selected to undertake the Project. It shall enter into an agreement for a period of at least 5 (five) years from the date of commercial operation of the Project for entrusting its operation & maintenance (O&M) obligations failing which the Concession Agreement shall be liable to termination

3.2.4 The Bidders 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 its statutory auditors^{\$} or the concerned client(s) stating the payments made / received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in Clause 3.2.2 (A) above. In case a particular job / contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job / contract by producing a certificate from its statutory auditor or the client; and
- ii. Certificate(s) from its statutory auditors specifying the net worth of the 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 3.2.4 (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 re-

^{\$} In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFQ.

valuation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

3.2.5 The Bidder should submit a Power of Attorney as per the format at Appendix-II, 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-III.

3.2.6 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), whose technical & financial capacity shall be considered.
- 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 be an Indian partner and shall be responsible for all the acts and deeds of all the Consortium members. The Lead Member shall have an equity share of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- d) the 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 pre-qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for pre-qualification;;
- f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- g) Members of the Consortium shall enter into a Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of making the Bid and submitting a Tender in the event of being short-listed. 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, 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 un-

- dertake the Project is awarded to the Consortium; clearly outline the proposed roles and responsibilities, if any, of each member;
- (ii) commit the minimum equity stake to be held by each member;
 - (iii) commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;
 - (iv) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV for the term of the concession and
 - (v) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Commercial Operation Date (COD) of the Project is achieved in accordance with the Concession Agreement; and
- h) Except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the SSCDL.
- i) The Bid shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium; and
- j) One of the Consortium members should have downloaded the RFQ documents from the SSCDL and have paid the non-refundable fee of INR 18,000/- (INR Eighteen Thousand only) plus applicable GST @12%, to the SSCDL as specified in the RFQ cum RFP document.

3.2.7 Any entity which has been barred or disqualified either by the SSCDL or the GoG, any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI from participating in any project (BOT or otherwise) and the bar subsists as on the date of Bid, would not be eligible to submit an Bid, either individually or as member of a Consortium.

3.2.8 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 any public entity for breach by such Bidder, Consortium Member or Associate.

3.2.9 In computing the Technical Capacity and Net Worth of the Bidder /Consortium Members under Clauses 3.2.2, and 3.2.3, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

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. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

3.2.10 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 technical 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 qualifying requirements to the extent specified herein.

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

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

The continued Qualification of the Bidder shall be subject to approval of the SSCDL from national security and public interest perspective. The decision of the SSCDL 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 SSCDL shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform the SSCDL of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

3.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of an 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 an Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business in their respective country.

3.3 Change in Composition of the Consortium


3.3.1 Change in the composition of a Consortium will not be permitted by the SSCDL during the Tendering Stage.

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

- a. the Bid for such change is made no later than 10 (ten) days after the Bid Due Date and at the technical qualification stage;
- b. the Lead Member continues to be the Lead Member of the Consortium;
- c. the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the qualification and short-listing criteria for Bidders; and

- d. the new Member(s) expressly adopt(s) the Bid already made on behalf of the Consortium as if it were a party to it originally, and is not a Bidder/Member/Associate of any other Consortium bidding for this Project.
- 3.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the SSCDL and must be approved by the SSCDL in writing.
- 3.3.4 The modified / reconstituted Consortium shall submit a revised Jt. Bidding Agreement with the request of change in composition.
- 3.3.5 Notwithstanding anything to the contrary contained in sub-clause (d) of Clause 3.2.1, a Bidder may, within 10 (ten) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

3.4 Number of Bids and Cost thereof

- 3.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying 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.
- 3.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Tender Process. The SSCDL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
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4. EVALUATION OF BIDS

4.1 Evaluation Parameters

4.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 3.2.2 and 3.2.3 above 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 3.2, following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 4.2.3 and 4.2.4 (the "**Eligible Projects**"):

Category 1: Project experience on Eligible Projects in Multi-Level Car Parking that qualify under Clause 4.2.3

Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 4.2.3

Category 3: Construction experience on Eligible Projects in Multi-Level Car Parking that qualify under Clause 4.2.4

Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 4.2.4

For the purpose of this RFQ cum RFP:

- (i) Multi-Level Car Parking Sector would be deemed to include construction, operation and maintenance of Fully Automated/ Semi Automated/ Ramp Based Multi-Level Car Parking Projects across India and/or Overseas.
- (ii) Core Sector would be deemed to include Roads and bridges, railways, seaports, airports, inland waterways; Power, Urban transport and other physical infrastructure in urban areas, Infrastructure Projects in Special Economic Zones, International convention centers and other infrastructure Projects, Real Estate (Immovable Property) including Housing, Shopping Malls, etc.

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

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

- (a) It should have been undertaken as a PPP project on Build Operate Transfer (BOT), Build Own Lease Transfer (BOLT), Build Own Operate (BOO), Build Own Operate Transfer (BOOT), Design Build Finance Operate Transfer (DBFOT) or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category under core sector even if it is not based on a long-term agreement with a public entity;
- (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;
- (c) the capital cost of the project should be more than Rs 4.19 Crores (Rupees Four Crore Ninteen Lacs only); excluding the cost of the land and
- (d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and / or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as highways, airports, ports and railway infrastructure under core sector and mechanised MLCP projects , but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

4.2.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs 4.19 Crores (Rupees Four Crore Ninteen Lacs only) shall not be reckoned as payments/receipts for the Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land shall not be included hereunder.

4.2.5 The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

4.2.6 Subject to the provisions of Clause 4.2.7, a Bidder's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 3.2.2 (A), divided by one crore and then multiplied by the applicable factor in Table 4.2.6 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at his Experience Score.

Table 4.2.6 - Factors for Experience across categories

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

4.2.7 The Experience Score determined in accordance with Clause 3.2.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

4.2.8 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

4.2.9 Experience of any particular project shall be claimed only once either in category 1, category 2, category 3 or category 4, even though the project may get qualified in more than one category.

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 the same 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 a minimum Net Worth as specified in Clause 3.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

4.5 Technical Qualification of Bidders

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

4.5.2 Bidders whose Aggregate Technical Score is more than 65 marks shall be termed as technically qualified Bidder. Financial Bid of only technically qualified Bidders shall be opened.

4.5.3 In the event of withdrawal of the bid by the Bidder with the highest upfront, or upon its failure to conform to the conditions specified herein, the other shortlisted qualified bidders in order of their technical score ranking may be invited to match the highest upfront bid value.

4.6 Opening & Evaluation of the RFQ cum RFP Proposals

4.6.1 The SSCDL shall open the online Technical Bids of only those bidders who have submitted the original Bid Security in the form of DD or as per appendix X, Tender Fees in the form of DD & the affidavit in the format given in Appendix VI in presence of the bidders who choose to at-

tend.

4.6.2 In the second stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, as per details mentioned in Request for Qualification cum Proposal and Appendix I to Appendix XI. Only those Bidders who are technically qualified as per clause 4.5.2 in technical bid evaluation shall qualify for opening of their financial bids.

4.6.3 The scoring criteria to be used for evaluation shall be as follows:

Sr. No.	Parameters	Evaluation Criteria
1	Technical Proposal Form	Based on Technical Submission by Bidder as per formats provided in RFQ cum RFP. Technical scores shall be computed as under.
2	Financial Bid	Technically Qualified Bidders as per RFQ cum RFP offering highest Up-front Premium.

Computation of Technical score

S. No.	Particulars	Marks allotted
01	Total Experience of Eligible Projects: Min Threshold Total Experience Score of Rs. 41.92 Crs.	Maximum Marks = 40 41.92 Crs. to 61.92 Crs: 20 marks; Above 61.92 Crs. To 81.92 Crs: 30 marks; Above 81.92 Crs : 40 marks
02	Number of Projects Experience of Multi Level Car Parking sector (exclusively for public parking which is not a part of any Commercial/ Residential project)	Maximum Marks = 20 1 to 2 Nos.: 10 marks; More than 2 Nos.: 20 marks
03	Net worth: Minimum of Rs. 5.24 Crs. at close of the preceding financial year	Maximum Marks = 20 5.24 Crs. to 10 Crs.: 10 Marks; Above 10 Crs. to 20 Crs.: 15 Marks & Above 20 Crs: 20 marks
04	Work Methodology & Plan: 20 marks (based on submission & presentation)	Maximum Marks = 20

Note: Technical Score of Applicant (St): Sum Total of marks scored under Sr. No. 1,2 3 & 4 above i.e.

TECHNICAL SCORE (St) = Total of Marks Scored in Sr. 1 + 2 + 3 + 4

4.6.4 The SSCDL will open the Financial Bids of only those bidders whose technical score is 65 marks or more as per the evaluation criteria mentioned above

4.6.4 The SSCDL will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 4 and as per the terms and conditions of the RFQ cum RFP document.

4.6.5 To facilitate evaluation of Bids, the SSCDL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

4.6.6 Any information contained in the Bid shall not in any way be construed as binding on SSCDL, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

4.6.7 The SSCDL 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.

4.7 Tests of Responsiveness

4.7.1 Prior to evaluation of Financial Bid, the SSCDL shall determine whether each Bid is responsive to the requirements of the RFQ cum RFP. A Bid shall be considered responsive only if:

- a) it is received online by the Bid Due Date including any extension thereof pursuant to Clause 2.12;
- b) a Tender Fees, Bid security & Affidavit in original is received prior to due date if bid submission in accordance with this RFQ cum RFP
- c) it is signed, sealed and marked as stipulated in Clauses 2.11;
- d) it is accompanied by valid Power of attorney for authorised signatory as set out in Appendix II
- e) 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);
- f) the Financial Bid is in manner specified in Appendix XII;
- g) mentions the validity period as specified in clause 2.16
- h) it does not contain any condition or qualification; and
- i) it is not non-responsive in terms hereof.

4.7.2 The SSCDL 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 SSCDL in respect of such Bid.

4.8 Clarifications

4.8.1 To facilitate the evaluation of the Bid, SSCDL may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by SSCDL for this purpose and all clarifications shall be in writing.

4.8.2 If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, SSCDL 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 by SSCDL.

4.9 The Annual Concession Fee

4.9.1 The Project is proposed to be implemented on a DBFOT basis for a Concession Period on an Upfront Fee cum Annual Concession Fee model.

4.9.2 Annual Concession Fees for the first year will be Rs.5,10,000.00 (Rupees Five Lac Ten Thousand Only) and payment shall commence from the completion of construction period. The Annual concession Fees shall be paid by the Selected Bidder at the Commercial Operations Date i.e. COD or at the end of scheduled construction date whichever is earlier. Further this will be realized on subsequent anniversaries of such a date with an annual escalation at CAGR of 5%.

4.10 Bidding Parameter

4.10.1 Successful bidder shall be the bidder whose bid has been received as per the terms and conditions of this RFQ cum RFP, and has been technically qualified and has offered highest Upfront Premium to be paid at the time of signing of concession agreement.

4.10.2 The Bidder shall specify the Upfront Premium in the Financial Bid in both numeric and alphabetical manner in the format provided for such Financial Bid in Appendix XII. For avoidance of doubt, it is clarified that in the event of discrepancy in the Upfront Premium in numeric and alphabetical manner, the Upfront Premium in alphabetical manner shall be considered the Upfront Premium quoted by the Bidder.

4.10.3 In the event, the Successful Bidder and/ or the Concessionaire, as the case may be, fails to pay the Upfront Premium within time specified in clause 4.10.1, SSCDL shall have the right to encash the Bank Guarantees submitted by the Successful Bidder.

4.11 Delays in Construction of the Multi Level Car Parking cum Commercial Complex.

The Concessionaire shall construct the Multi Level Car Parking cum Commercial Complex in accordance with the Project Completion Schedule as agreed upon mutually at the time of signing of Concession Agreement, subject to the condition that the Multi Level Car Parking cum Commercial Complex construction shall be completed within a time period of 24 months from such a date. In the event that the Concessionaire fails to achieve any Project Milestone or scheduled completion date, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the SSCDL, it shall pay Damages to the SSCDL in accordance with the concession agreement.

4.12 Selection of Bidder

4.12.1 The Bidder whose Bid is adjudged as responsive in terms of Clause 4.7 and who has scored min. 65 marks under Technical qualification with the highest Upfront Premium as per Clause 4.10.1 shall be declared as the selected Bidder (the “Successful **Bidder**”).

4.12.2 In the event that two or more Bidders quote the same amount of Upfront Fee, (the “**The Bidders**”), the SSCDL shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

4.12.3 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 invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Successful Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Successful Bidder.

4.12.4 In the **event** that no Bidder offers to match the Highest Bidder in the second round of bidding, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third 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 third

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.


4.12.5 After selection, a Letter of Award (LOA) shall be issued, in duplicate, by the SSCDL to the Successful Bidder and the Successful 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 Successful Bidder is not received by the stipulated date, the SSCDL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the SSCDL on account of failure of the Successful Bidder to acknowledge the LOA.

4.12.6 After acknowledgement of the LOA as aforesaid by the Successful Bidder, the Concession Agreement shall be executed between SSCDL and the Successful Bidder **within 60** days from the date of issue of LOA.

4.12.7 The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.


4.13 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the SSCDL 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 from contacting by any means, the SSCDL and/ or their employees/ representatives on matters related to the Bids under consideration.



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. Notwithstanding anything to the contrary contained herein, the SSCDL may reject **bid** without being liable in any manner whatsoever to the bidder if it determines that the bidder 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.
- 5.2 Without prejudice to the rights of the SSCDL under Clause 5.1 hereinabove, if a Bidder is found by the SSCDL 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 Bidder shall not be eligible to participate in any tender or RFQ cum RFP issued by the SSCDL during a period of 2 (two) years from the date such Bidder is found by the SSCDL 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.
- 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 SSCDL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SSCDL, 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 RFQ cum RFP document, 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 SSCDL 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 SSCDL 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. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Surat, Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
- 6.2 The SSCDL, in its discretion and without incurring any 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 other terms conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to the SSCDL by, on behalf of, and / or in relation to any Bidder; and / or
 - d) 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.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases SSCDL, 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 The single currency for evaluation is Indian Rupee (INR). The conversion rate of Foreign Currencies shall be the State Bank of India Bill Selling Rate of exchange as on the relevant date of the financial statements.



APPENDIX I - TECHNICAL PROPOSAL LETTER

Ref.: _____

Dated: _____

To,

**General Manager (Engineering),
Surat Smart City Development Ltd
South Zone Vahivati Bhavan, Udhana Main Road,
Opp. Styanagar, Udhana, Surat 394210**

**Sub: Submission of Technical Proposal for Development of Multi Level Car Parking (MLCP)
cum Commercial Complex at T.P. 8 (Umarwada), F. P. No. 150, Surat on DBFOT Basis**

Dear Sir,

- 1 With reference to your RFQ cum RFP document dated _____, I/we, having examined the RFQ cum RFP document and understood its contents, hereby submit my/our Bid for Qualification for the aforesaid project. The Bid is unconditional and unqualified.
- 2 I/ We acknowledge that the SSCDL will be relying on the information provided in the Bid and the documents accompanying such Bid for technical qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
- 3 This statement is made for the express purpose of qualifying as a Bidder for the design, build, finance, operate, maintain and transfer of the aforesaid Project.
- 4 I/We shall make available to the SSCDL any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
- 5 I/ We acknowledge the right of the SSCDL 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 Members or our / their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 7 I/We declare that:
- (a) I/We have examined and have no reservations to the RFQ cum RFP document, including any Addendum issued by the SSCDL;
 - (b) I/We do not have any conflict of interest in accordance with Clauses 3.2.1(c) and 3.2.1(d) of the RFQ cum RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the SSCDL 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 document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (e) I/We hereby confirm that we will adhere to the minimum technical requirements such as capacity, process requirement, quality governance, environmental compliance and other statutory requirements as defined in the RFQ cum RFP, and CA elsewhere.
- 8 I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any 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 the RFQ cum RFP document.
- 9 I/We believe that we/our Consortium / proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ cum RFP document and are / is qualified to submit a Tender.

- 10 I/We declare that we/any Member of the Consortium, or our / its associates are not a Member of a / any other Consortium applying for this tender.
- 11 I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 13 I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
- 14 [I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. [A copy of the aforesaid guidelines forms part of the RFQ cum RFP at Appendix-V thereof.]
- 15 I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ cum RFP, we shall intimate the SSCDL of the same immediately.
- 16 The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ cum RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFQ cum RFP, are also enclosed.
- 17 I/We understand that the Successful Bidder shall either be an existing Company incorporated under the Indian Companies Act, 2013, or shall incorporate itself as such prior to execution of the Concession Agreement.



- 18 I/ We hereby confirm that we are in compliance of / shall comply with the O&M requirements specified in Clause 3.2.3.
- 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 SSCDL in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 20 I/we agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.
- 21 I/We certify that in terms of the RFQ cum RFP, my/our Networth is Rs. (Rs. in words) and the Aggregate Technical Score ismarks (number in words).
- 22 We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Commercial Operation Date (COD) in accordance with the Concession Agreement.}\$

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

Yours faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

(Name and designation of the Authorised Signatory)

Name and seal of the Bidder / Lead Firm

\$ Omit if the Bidder is not a Consortium.

APPENDIX I***Annex-I - Details of Bidder***

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and / or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact / communication for the SSCDL:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the members of the Consortium.
- (b) A copy of the Jt. Bidding agreement, as envisaged in Clause 3.2.6 (g) should be attached to the Bid.
- (c) Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 3.2.6(d)} ^{\$}	Percentage of equity in the Consortium {Refer Clauses 3.2.6(a), (c) & (g)}
1.			
2.			
3.			
4.			

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

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

Name of Bidder / member of Consortium:

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

^{\$}All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder

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

APPENDIX - I

Annex-II - Technical Capacity of the Bidder

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

[@] 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 3.2.9 and/ or by a project company eligible under Clause 4.2.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 4.2.3 (c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 4.2.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 3.2.12.

[#] 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 3.2.9, shall be provided.

* *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.*

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

\$ *Refer Clause 4.2.1.*

¥ *In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project*

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

£ *Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 4.2.6 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 4.2.7, and the product thereof shall be the Experience Score for such Eligible Projects.*

**DETAILS OF THE WORK ORDERS OF QUALIFYING PROECTS**

Bidder Type [#]	Work order no. & date	Issuing Authority	Category of project	Experience (Rs. crore)			Experience certificate no. & date
				Project Cost	Payments made/received for EPC/ construction / development	Revenues appropriated	
1	2	3	4	5	6	7	8
Single entry Bidder							
Consortium member 1							
Consortium member 2							
Consortium member 3							
				TOTAL			

APPENDIX I

Annex-III - Financial Capacity of the Bidder
(In Rs. crore^{\$\$})

Bidder Type [§]	Member Code [£]	Net cash accruals					NET WORTH *
		Year 1 (3)	Year 2 (4)	Year 3 (5)	Year 4 (6)	Year 5 (7)	Year 1 (8)
Single entity Bidder							
Consortium member 1							
Consortium member 2							
Consortium member 3							
Total							

Name & address of Bidder’s Bankers:

[§] 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.

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

* The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 3.2.9.

^{\$\$} For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

Instructions:

1. The Bidder / its constituent consortium members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - a) reflect the financial situation of the Bidder or Consortium Members and its / their Associates where the Bidder is relying on its Associate’s financials;
 - b) be audited by a statutory auditor;

- c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
 3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
 4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 3.2.12.
 5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 3.2.6 (g) of the RFQ cum RFP document.
 6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
 7. 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 3.2.4(ii) of the RFQ cum RFP document.

APPENDIX I***Annex-IV - Details of Eligible Projects*****Project code:****Member Code:**

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

Instructions:

1. Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 4.2.3 and 4.2.4 of the RFQ cum RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. 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.

3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity 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. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 3.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 4.2.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 4.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 4.2.3 and 4.2.4
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the 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 4.2.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.



- 12. Certificate from the Bidder’s statutory auditor[§] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
- 13. If the Bidder is claiming experience under Categories 1 & 2[‡], it should provide a certificate from its statutory auditor in the format below for each eligible project:

Certificate from the Statutory Auditor regarding PPP ProjectsΦ

Based on the books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Member/Associate) is/ was an equity shareholder in) (title of the project company) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (date) to (date)[¶]. The project was/is likely to be commissioned on (date of commissioning of the project). We further certify that the total estimated capital cost of the project is Rs. cr., (Rupees Crore), of which Rs. cr. (Rupees Crore), of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 4.2.1 and 4.2.3 (d) of the RFQ CUM RFP during the past five financial years were Rs. cr. (Rupeescrore) as per year-wise details noted below:

.....

Name of the audit firm:

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

Date :

[§]Refer Clause 4.2.1 of the RFQ cum RFP

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

^{*}Refer instruction no.10 in this Annex-IV

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

14. If the Bidder is claiming experience under Category 3 & 4[♦], it should provide a certificate from its statutory auditors or the client for each eligible project in the format given below:

Certificate from the Statutory Auditor/ Client regarding development /construction worksΦ

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

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which the Bidder/Member/Associate received/paid Rs. cr. (Rupees crore), in terms of Clauses 4.2.1 and 4.2.4 of the RFQ cum RFP, during the past five financial years as per year-wise details noted below:

.....

.....

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

Name of the audit firm:

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

Date:

[♦] Refer Clauses 4.2.1 and 4.2.4 of the RFQ cum RFP.

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

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

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 3.2.9, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate^{\$}

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (*name of the Associate*) is held, directly or indirectly[£], by (*name of Bidder/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 3.2.9 of the RFQ cum RFP.

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

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

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory).

Date:

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

^{\$} In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

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

[©] Refer Clause 4.2.6 of the RFQ cum RFP



APPENDIX I

Annex-V - Statement of Legal Capacity

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

Ref.:

Date:

To,

**General Manager (Engineering),
Surat Smart City Development Ltd
South Zone Vahivati Bhavan, Udhana Main Road,
Opp. Styanagar, Udhana, Surat 394210**

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorised signatory)
For and on behalf of.....

Please strike out whichever is not applicable.



APPENDIX-II - Power of Attorney for signing of Bid

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 pre-qualification and submission of our Tender for the **Development of Multi Level Car Parking (MLCP) cum Commercial Complex at T.P. 8 (Umarwada), F.P.No. 150, Surat on DBFOT Basis** Project proposed or being developed by the **Surat Smart City Development Limited (SSCDL)** including but not limited to signing and submission of all Bids, and other documents and writings, participate in Pre- bid and other conferences and providing information/ responses to the SSCDL, representing us in all matters before the SSCDL, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with the SSCDL in all matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the SSCDL.

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

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

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)



Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the 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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*



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

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

Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals 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, M/s having our registered office at, M/s. having our registered office at, and M/s. having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) 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 Bids, 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)

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.*
- *Wherever required, 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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-IV Joint Bidding Agreement
(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

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

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

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

WHEREAS

- (A) **Surat Smart City Development Limited**, having its office at **South Zone Vahivati Bhavan, Udhana Main Road, Opp. Styanagar, Udhana, Surat 394210 (Gujarat)** (hereinafter referred to as the “SSCDL”) which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the **Bids**) by its Request for Qualification cum Proposal No. dated (the “**RFQ cum RFP**”) for technical qualification and selection of successful bidder for development and operation/ maintenance of **Multi Level Car Parking (MLCP) cum Commercial Complex at T.P. 8 (Umarwada), F.P.No. 150, Surat on DBFOT Basis** Project (the “**Project**”) through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other Tender 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 Successful Bidder and awarded the Project, it shall incorporate a the special purpose vehicle (the “**SPV**”), under the Indian Companies Act, 2013 for entering into a Concession Agreement with the SSCDL and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

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

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

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

Third Party:

Fourth party:

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the fifth anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of technical qualification and short-listing of Bidders for the Project in terms of the RFQ cum RFP.

- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times

between the commercial operation date of the Project and the fifth anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

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

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 Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified technically for the Project or does not get selected for award of the Project, the Agreement will stand terminated or upon return of the Bid Security by the SSCDL 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 SSCDL.



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

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of FOURTH PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

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

APPENDIX-V Guidelines of the Department of Disinvestment

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex New Delhi.

Dated 13th July, 2001.**OFFICE MEMORANDUM****Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment**

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

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any chargesheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an

appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

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

sd/-

(A.K. Tewari)

Under Secretary to the Government of India



APPENDIX-VI Affidavit

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

Name of Work:-_____

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

Signed by the Authorized signatory of the firm/JV

Title of the Office

Name of the firm

Date:-

APPENDIX-VII Instructions

- Tender fee shall be submitted in electronic format by Scanning while uploading the bid. This submission shall mean the Tender fees are received for Purpose of opening the bid. Accordingly, bid/tender of those Bidders who's tender fee is received electronically as well as in original, shall be opened. However, for the purpose of realization of Tender fee, bidder shall send the Tender fee in the required format in original through RPAD/Speed Post so as to reach the Accounts Department (Main Office) on or before the due date of submission of on-line bid. All documents in supporting of bid shall be submitted online in electronic format only (by scanning) during the bidding period & hard copy will not be accepted separately except those documents mentioned in RFQ cum RFP specifically.
- All documents must be coloured scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.
- The documents executed on stamp paper must be notarized with clearly displaying Stamp, Number and Name of the notary.

“Following Documents shall only be submitted in HARD COPY to SURAT SMART CITY DEVELOPMENT LIMITED (SSCDL) by all bidders in the manner mentioned in Clause 2.11 and at the address mentioned in Clause 2.11.2.

- Tender Fees as mentioned in the tender.
- Bid Security in the form of Bank Guarantee as format provided / Demand Draft.
- Affidavit (Appendix VI) on Non Judicial Stamp Paper of Rs.100/-

Signature, Address, Seal of Bidder

**APPENDIX-VIII -A Undertaking From Bidder/ Member For Claiming Technical Capacity/
Net Worth of Associate**

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

Date:

Place:

To,
**General Manager (Engineering),
Surat Smart City Development Ltd
South Zone Vahivati Bhavan, Udhana Main Road,
Opp. Styanagar, Udhana, Surat 394210**

**Sub: Application for selection of Bidder for Development of Multi Level Car Parking (MLCP)
cum Commercial Complex at T.P. 8 (Umarwada), F.P.No. 150, Surat on DBFOT Basis**

Dear Sir,

This has reference to the Bid being submitted by _____(mention the name of Bidder/ Lead Member) in respect of the captioned Project in response to the RFQ cum RFP document issued by the SSCDL on _____, 2017.

We hereby confirm the following:

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

S. No.	Name of Associate	Legal Relationship with Bidder/Member	Net Worth/ Relevant details of projects being claimed for Technical Capacity
1			
2			
3			



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

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

Signature _____

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

Name of the Person: _____

Designation: _____

Address

Company Seal/Seal of Entity

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

Signature: _____

Name of the Person: _____

Designation: _____

Address: _____

Enclosed:

1

2

**APPENDIX VIII-B Consent Letter by O&M Operator**

To,
**General Manager (Engineering),
Surat Smart City Development Ltd
South Zone Vahivati Bhavan, Udhana Main Road,
Opp. Styanagar, Udhana, Surat 394210**

Sub: Application for selection of Bidder for Development of Multi Level Car Parking (MLCP) cum Commercial Complex at T.P. 8 (Umarwada), F.P.No. 150, Surat on DBFOT Basis

This is to confirm that we M/s _____ are willing to extend our services & technical expertise for operation & maintenance of the captioned project to M/s _____ in case of award of contract on them.

We further agree that we shall enter into an agreement with M/s _____ for a period of at least 5 (five) years from the date of commercial operation of the Project for discharging obligations as operation & maintenance (O&M) operator.

We further confirm that we have an experience in O&M of the MLCP projects, the details of which are given as under.

Work order no. & date	Issuing Authority	Category of project	Project Cost (Rs.)	Experience certificate no. & date

Signature of the

Proposed O&M contractor

Date

**APPENDIX IX - Undertaking From Associate**

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

Date:

Place:

To,
**General Manager (Engineering),
Surat Smart City Development Ltd
South Zone Vahivati Bhavan, Udhana Main Road,
Opp. Styanagar, Udhana, Surat 394210**

Sub: Application for selection of Bidder for Development of Multi Level Car Parking (MLCP) cum Commercial Complex at T.P. 8 (Umarwada), F.P.No. 150, Surat on DBFOT Basis

Dear Sir,

This has reference to the Bid being submitted by _____ (mention the name of Bidder/Lead Member) in respect of the captioned Project in response to the RFQ cum RFP document issued by the SMCDL on _____, 2017.

We hereby confirm the following:

1. We have examined in detail and have understood and satisfied ourselves regarding the contents of the RFQ cum RFP document.
2. The nature of our legal relationship with _____ (name of the Bidder/Member claiming the Technical Capacity/Net Worth of the Associate), which is the Bidder/Member, as per the requirements stated in the RFQ cum RFP document, is _____ (Please insert the details of the relationship).
3. We have understood the nature of work/project being undertaken by the Bidder and the reason for which our Technical Capacity/Net Worth is being sought to be relied upon by it.
4. We undertake and hereby commit that for the successful implementation of the above-mentioned Project, we shall maintain the Associate relationship as defined in the RFQ cum RFP document, and shall continue to provide requisite support to _____ (name of the Bidder/Member claiming the Technical Capacity/Net Worth of the Associate) in respect of the roles _____ (briefly define the roles of the Bidder/Member) as detailed in the RFQ



cum RFP document being submitted by _____ (name of the Bidder/ Lead Member) for a period of 5 (Five) years from the date of commercial operation of the Project.

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

Signature: _____

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

Name of the person: _____

Designation: _____

Address

Company Seal/Seal of Entity

Confirming Party

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

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

Signature: _____

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

Name of the person: _____

Designation: _____

Address

Company Seal/Seal of Entity

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

Signature: _____

Name of the Person: _____

Designation: _____

Address: _____

APPENDIX X-Bank Guarantee for Bid Security

B.G. No.....

Dated:

1. In consideration of you,, having its office at, (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 company registered under the Companies Act, 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 Project on [DBFOT] basis (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 fulfillment 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. (Rupees only) (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 fulfill 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 fulfillment 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 fulfill 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. (Rupees only).

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 fulfillment 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 fulfillment 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 unrealized.
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. (Rupees only). 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)

List of Banks

Where the contractor is required to submit F.D.R., bank guarantee, etc. against payment towards any deposit or advance e.g. EMD, SD, etc., such F.D.R, bank guarantees, etc. shall be produced from any one of the following Nationalized banks as listed below:

- 1) Indian Bank
- 2) State Bank of India
- 3) Punjab National Bank
- 4) Bank of Baroda
- 5) Union Bank of India
- 6) Bank of India
- 7) Oriental Bank of Commerce
- 8) Canara Bank
- 9) Central Bank of India
- 10) Corporation Bank
- 11) Allahabad Bank
- 12) Indian Overseas Bank
- 13) Dena Bank
- 14) Syndicate Bank
- 15) Andhra Bank
- 16) Punjab & Sind Bank
- 17) Bank of Maharashtra
- 19) IDBI
- 20) HDFC
- 21) AXIS Bank
- 22) ICICI Bank Limited
- 23) The Surat People's Co-operative Bank Ltd.
- 24) The Mehsana Urban Co-operative Bank Ltd.
- 25) Kotak Mahindra Bank
- 26) The Kalupur Commercial Co-operative Bank Ltd.
- 27) Rajkot Nagrik Sahkari Bank Ltd.
- 28) The Ahmedabad Mercantile Co-operative Bank Ltd.
- 29) Development Credit Bank Ltd.
- 30) YES Bank Ltd.

APPENDIX XI- Work Plan & Methodology

- 1) Understanding of Terms of Reference - 2 points
- 2) Proposed Methodology & Work Plan for Project Execution- 3 points
- 3) Proposed Technology for Robotic Multi Level Car Parking -15 points

S. NO.	CRITERIA	DESCRIPTION	ADVANTAGES	Remarks
1	Technology			
2	Space Optimization			
3	Capital Investment			
4	Operating and Maintenance Expenses			
5	Ease of Installation			
6	Construction Time			
7	Retrieval Time			
8	Noise			
9	Reliability			
10	Security			
11	Life cycle **			
12	Maintenance cost			
13	Operational Cost			

** Also, provide the details regarding the Life Cycle of Proposed Technology with respect to –

a) Can the same technology will be continued for further extended period, whether Yes / No.

b) if yes, how many years and Cost required at the end of Life Cycle.

Note: A technical presentation shall be required to be given by the Bidder of the above technical submission to a panel of experts.



APPENDIX XII- Financial BID form

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

Ref.:

Date:

To,

**General Manager (Engineering),
Surat Smart City Development Ltd
South Zone Vahivati Bhavan, Udhana Main Road,
Opp. Styanagar, Udhana, Surat 394210**

Sub: Financial bid for Development of Multi Level Car Parking (MLCP) cum Commercial Complex at T.P. 8 (Umarwada), F.P.No. 150, Surat on DBFOT Basis

Sir,

Having visited the site, examined the local conditions, investigations and the bid documents, we the undersigned offer to construct new Multi level Car Parking with all infrastructures and Commercial Complex proposed by you at the above location, in full conformity with the said bid documents and in accordance with the terms and conditions of the Contract including bye laws and zoning regulations in place.

If our bid is accepted, we undertake to commence the construction of Multi level Car Parking and the Commercial Complex and to ensure its completion within the time limit stated in the bidding documents.

We agree to abide by this bid, which consists of this letter and attachments hereto, for a period 120 days from the date of opening of Financial Bid, and it shall remain binding on us and may be accepted by you any time before the expiration of that period.

I/ We offer a Bid Security of Rs.41,92,000.00 (Rupees Forty One Lacs Ninety Two Thousand only) to the Authority in accordance with the RFQ cum RFP Document.

The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.

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

We offer to pay Upfront Premium of Rs. _____) Rupees _____ only) which shall be paid at the time of signing of concession agreement.



We further agree to pay all levies, taxes over and above the quoted Upfront Premium as shall be applicable from time to time.

We shall also pay to the SSCDL an Annual Concession Fee, equivalent to Rs. 5,10,000 (Rupees Five Lacs Ten Thousand only) per annum from the commercial operations date (COD) or at the end of scheduled construction date whichever is earlier with an annual escalation of CAGR of 5% for a period of 43 years of Concession as specified in RFQ cum RFP clause 4.9.2.

If SSCDL does not accept our offer, the bid security paid by us shall be returned to us without interest. If our offer is accepted and we fail to pay the premium in the manner specified in the bid documents the bid security shall stand absolutely forfeited to the SSCDL, which will then be free to proceed further in any manner it thinks fit.

Until final contract is prepared and executed between us, this bid shall constitute a binding contract between us.

I/We have gone through the RFQ cum RFP document, draft of "Concession Agreement".

I/We agree to the terms and conditions specified therein and shall seek no further modifications thereto. We further agree to execute the Concession Agreement within sixty days from the issue of letter of award in compliance with the Concession Agreement.

Date this _____ day of _____ 2017.

Signature_____

In the capacity of _____

Duly authorized to sign this bid for and on behalf of-----

(Name and Address of the bidder)-----

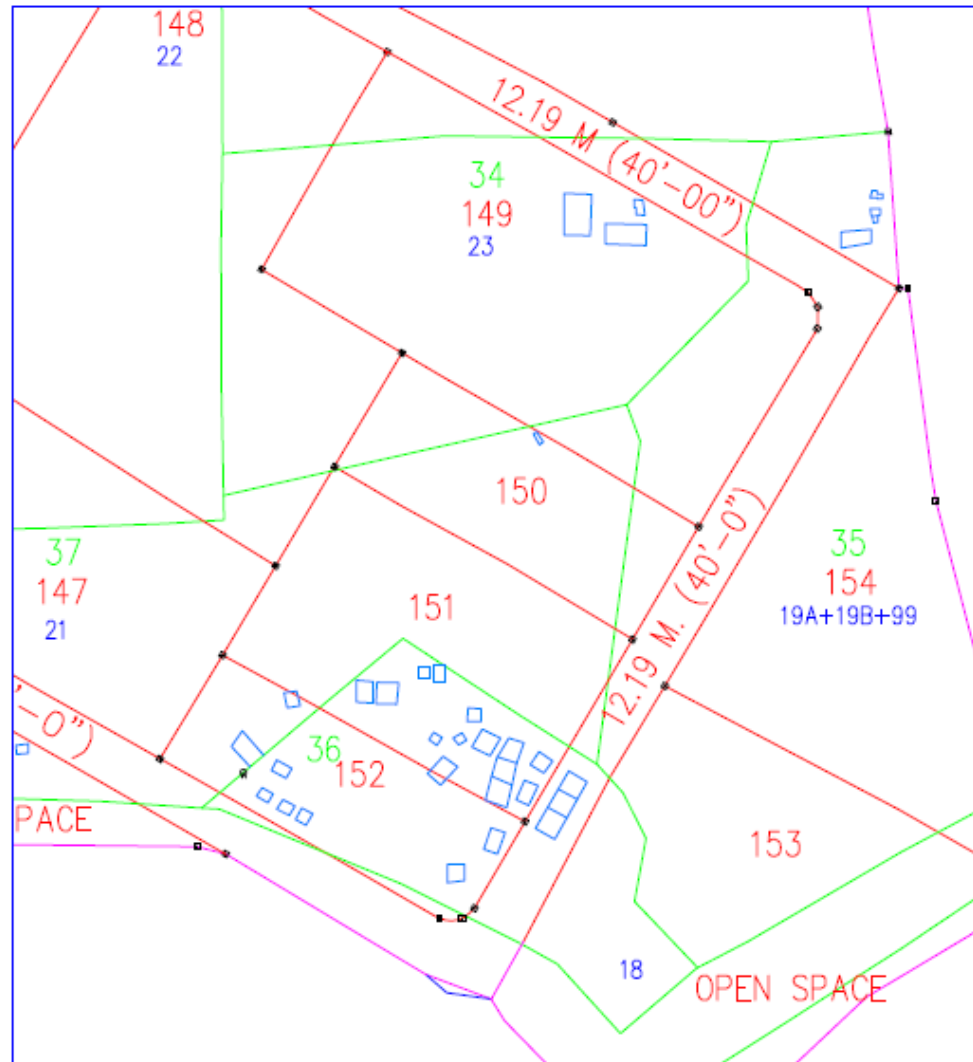
APPENDIX XIII - Project Overview

- Effective traffic and transport planning is a key requirement for land use planning and development of cities. Emerging Cities like Surat need traffic and transport infrastructure such as roads, junctions, signaling and parking facilities for effective mobility. Availability of proper parking facilities particularly in central business district and commercial areas is a prerequisite for effective traffic and transportation planning. **Multi-Level Car Parking (MLCP)** is a strategic way of increasing the Equivalent Car Space (ECS) at a parking site. Off-street or on-street parking does not enable optimum utilization of the land and leads to a capacity shortage in certain cases. However, a MLCP can accommodate many more vehicles than a land parking lot can depend on the number of floors, development control norms etc.
- Government of Gujarat is also encouraging urban local bodies to implement parking projects through PPP as they can be completely financed by the private developer, do not require grant support for construction as well as operation and maintenance and part of the revenues earned by the developer can be shared with the ULB which brings in additional revenues.
- In among those ULBs, **SURAT SMART CITY DEVELOPMENT LIMITED (SSCDL)** has taken preventive steps to tackle the deteriorating condition and cope with increased demand for commuters' parking space on Main market places of city, intends to develop efficient Multi-level Mechanized Parking facility through Public Private Partnership (PPP) Basis in order to attract large scale private participation in the project at different identified 06 (six) location of Surat City.
- To fructify this objective, the Surat Municipal Corporation has appointed a 'XYKno Capital Services Pvt. Ltd. as the Transaction Advisors for conceptualizing the Project and examining its techno-financial feasibility for implementing the same in Public – Private Partnership (PPP) Mode. **This bidding document is for the purpose of the Development of Multi Level Car Parking (MLCP) Cum Commercial Project at T.P. 8 (Umarwada), F.P.No. 150, T.P. 8., Surat, Gujarat.**
- Surat is a city located on the western part of India in the state of Gujarat. It is one of the most dynamic city of India with one of the fastest growth rate due to immigration from various part of Gujarat and other states of India. Surat is India's eighth and Gujarat's second most populous city with a population of 4.4million (2011). It is one of the economic power-house of Gujarat. The city's economy is essentially based on two industries, textile and diamond cutting and polishing industry. For this reason the city has been a huge magnet for migration

from all over the state and the country. Surat has been experiencing an average annual growth of population, more than 6% making it the 8th largest city in terms of population. With the growth of number of SEZs in the region, it is expected that the population of the city would reach 80 to 90 lakh by 2031. Surat is one of the cleanest cities of India and is also known by several other names like "THE SILK CITY", "THE DIAMOND CITY", "THE GREEN CITY", etc. Still today, Surat continues the same tradition as people from all around the country flock in for business and jobs. Surat has practically zero percent unemployment rate and jobs are easier to get here due to very fast development of various industries in and around Surat City.

- The Site is located beside **Umarwada Area**, which is one of the most happening areas of the Surat and which is the hub of the textile market for all over the India. The site is centrally located at the biggest wholesale textile market and is surrounded by major textile markets which act as major catalyst for the textile market industry in India. Apart from the domination of the wholesale textile market, there also few retail textile markets present in the vicinity. The area of the site is **2724.5 Sq.mtr**. The scanned copy of Site Plan, Location of Site and Site Pics is attached below in Exhibit No. 1, Exhibit No. 2 and Exhibit No. 3 respectively.

Exhibit No. 1 - Scanned Copy of Site



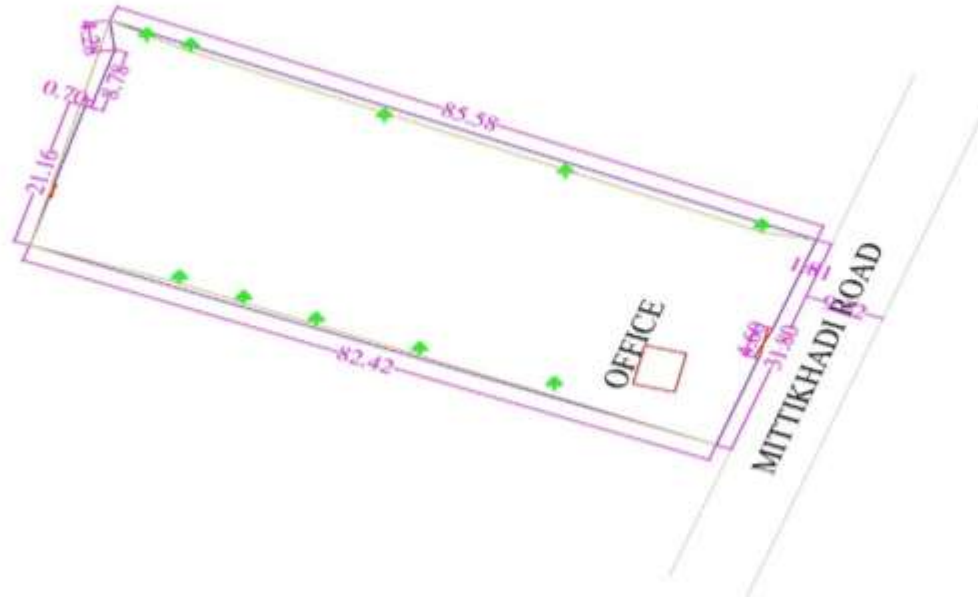
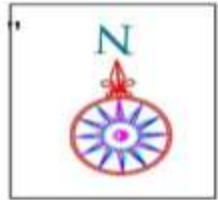
site location of Umarwada



Exhibit No. 2 Location of Site and Details



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



TOTAL PLOT AREA=2724.50 SQM

- LEGEND -

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

ALL DIMENSIONS ARE IN METERS
SCALE 1 : 500

Outcome of Topographical Survey –

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

Abhishek Market Road Topographical Survey		
Sr. No.	Particulars	Details
1.	Location of Propose Plot	Latitude-21°11'17.69"N Longitude-72°50'43.01"E
2.	Shape of Plot	Rectangular
3.	Area of Plot (as per Survey)	2724.50 Sq Mts.
4.	Existing Roads	On the East Side adjoining the plot 9mtr. Named Abhishek Market
5.	Entry / Exit to the site	East Side adjoining the plot 9 mtr. Named Abhishek Market
6.	Surroundings	Highly Commercial with Wholesale Markets
7.	Traffic Movement	Loading and Unloading of vehicles
8.	Existing Use of Proposed site Plot	For Pay & Park facility and for loading and unloading of trucks
9.	Visibility:	Good
10.	Land Use:	Commercial
11.	Applicable FSI:	Permissible FSI -1.80 FSI considered and allowed - 1.20 (as per Approach Road width and GDCR norms)
12.	Ground Coverage	954 Sq.mts (35%)
13.	Setbacks	11 meters front side, 9m back side, 14m left, 3.5m right (Please refer GDCR for more clarity)
14.	Administration:	SMC
15.	Land Ownership:	SMC
16.	Government rate of land	
	For Vacant Land	Rs. 37,250/-
	For Residential Apartment	Rs. 29,500/-
	For Offices	Rs. 38,350/-
	For Shops	Rs. 44,625/-

Exhibit No. 3 Site Pictures

	
<p>Parking at site</p>	<p>Parking at site</p>
	
<p>Abhishek Market road</p>	<p>Parkingsite</p>
	
<p>Site Entrance</p>	<p>Parking office at site</p>

Existing Demand on 500 meters:

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

Projected Demand:

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

SL NO	Future Proposed Demand Particulars	Numbers
1.	Number of four wheelers ECS proposed at site	195 ECS
2.	Number of two wheelers proposed at site	100 Nos.
3.	Number of HCV's proposed at site	12 Nos.
4	Number of Auto's proposed at site	70 Nos.

Proposed development as per study:

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

Table No.1 – Proposed Capacity

SL NO	Particulars	Public Parking Numbers*
1.	Number of four wheelers ECS proposed at site	157
2.	Number of two wheelers proposed at site	24
3.	Number of HCV's proposed at site	12
4.	Area for Commercial Development	Built-up area 1907 Sq.mtr.

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

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

Broad Scope of Developer

- Design, Construct and Finance the
 - 1) **Multi Level Car Parking Structure** as well as
 - 2) **Commercial Complex**, which may include:
 - ✓ Office spaces for Commercial Organizations Eg. Bank, Insurance Companies etc.
 - ✓ Retail Showrooms for Consumer goods / Garments / Electronics etc.
 - ✓ Hotels, Restaurants.
- Operation and Maintenance of Parking Cum Commercial Complex along with fixed Annual Concession Fee to be paid to SSCDL for the entire Concession Period.
- **Developer to build the Car Parking Complex with ECS Capacity of 157 Nos. Four Wheelers and 24 Nos. Two wheelers & 12 No. of HCV's parking space excluding commercial parking and develop the remaining built up space for Commercial Complex usage as per their business plans.**
- The Parking as well as Commercial Structure to be handed over to SSCDL or its nominated agency free of cost and all encumbrances at the end of Concession Period.

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

Table No. 2 – Total Project Cost COST OF PROJECT & MEANS OF FINANCE	(Rs in Lacs)
Particulars	
Construction cost	1477.14
CAPEX Cost of Commercial	674.23
CAPEX Cost of MLCP	765.25
Common Area	37.66
Plumbing , Electrification , Sanitation and other amenities	110.79
Add. For Electrification @ 5%	73.86
Add. For plumbing and Sanitation @ 2.5%	36.93
Construction Cost including land & Development Cost	1587.93
Insurance @ 0.5%	7.94
Drawing Sanction, Geotechnical Survey and other pre-approval Expenses @ 0.5%	7.94
Project Management charges @ 2%	31.76
Minimum upfront payment (Premium for Land)	253.72
Interest During construction period	206.40
Total Project Cost	2095.68

The above project is envisaged to be set up under PPP mode and the concession period of the concessionaire is tentatively fixed as 45 years with 2 years for construction of the facility and 43 years for operation. Further it is proposed that the concessionaire shall pay the following fixed payment to SSCDL as stated below:

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

APPENDIX XIV- Financial Obligations**Table specifying Performance Security and Performance Guarantee for the Project**

Sr. No	Project Site	Estimated Cost of Construction in Rs. Crores	Performance Security in the form of Bank Guarantee in Rs. Lacs	Performance Guarantee in the form of Bank Guarantee in Rs. Lacs
1	T.P. 8 (Umarwada), F.P. No. 150	20.96	104.78	52.39