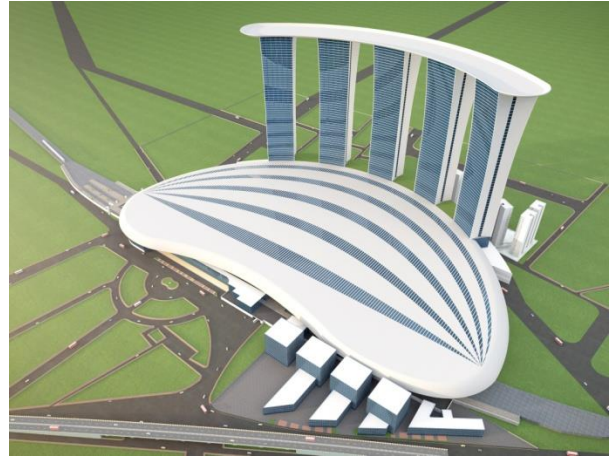


# REQUEST FOR QUALIFICATION

FOR

DEVELOPMENT OF A MULTI MODAL TRANSPORTATION HUB AT SURAT, GUJARAT  
ON DBFOT BASIS



(RFQ No. **IRSDC/CT-19/2016/Surat/RFQ**, Dated **15.11.2016**)



**Indian Railway Stations Development Corporation Limited**

*(A Joint Venture of IRCON & Rail Land Development Authority)*

[On behalf of proposed special purpose vehicle proposed to be incorporated as a joint venture by  
Indian Railway Stations Development Corporation Ltd., Gujarat State Road Development  
Corporation Ltd. and Surat Municipal Corporation]

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**November, 2016**

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**GLOSSARY**

<b>Applicant(s)</b>	As defined in Clause 1.2.1
<b>Application</b>	As defined in the Disclaimer
<b>Application Due Date</b>	As defined in Clause 1.1.4
<b>Associate</b>	As defined in Clause 2.2.9
<b>Authority</b>	As defined in Clause 1.1.1
<b>Bids</b>	As defined in Clause 1.2.3
<b>Bid Due Date</b>	As defined in Clause 1.2.3
<b>Bid Security</b>	As defined in Clause 1.2.4
<b>Bidders</b>	As defined in Clause 1.1.1
<b>Bidding Documents</b>	As defined in Clause 1.2.3
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Stage</b>	As defined in Clause 1.2.1
<b>Conflict of Interest</b>	As defined in Clause 2.2.1
<b>Consortium</b>	As defined in Clause 2.2.1
<b>Control</b>	As defined in Clause 2.2.9
<b>Coercive Practice</b>	As defined in Clause 4.3
<b>Corrupt Practice</b>	As defined in Clause 4.3
<b>Developer</b>	As defined in Clause 1.1.2
<b>Development Agreement</b>	As defined in Clause 1.1.2
<b>DBFOT</b>	As defined in Clause 1.1.1
<b>e-RFQ Notice</b>	As defined in Clause 1.1.1
<b>Eligible Experience</b>	As defined in Clause 3.2.1
<b>Eligible Projects</b>	As defined in Clause 3.2.1
<b>Estimated Project Cost</b>	As defined in Clause 1.1.3
<b>Experience Score</b>	As defined in Clause 3.2.6
<b>Financial Capacity</b>	As defined in Clause 2.2.2
<b>Financial year</b>	As defined in Clause 2.2.12
<b>Fraudulent Practice</b>	As defined in Clause 4.3
<b>GSRTC</b>	As defined in Clause 1.1.1
<b>Highest Bidder</b>	As defined in Clause 1.2.8
<b>IRSDC</b>	As defined in Clause 1.1.1
<b>Jt. Bidding Agreement</b>	As defined in Clause 2.2.5
<b>Lead Member</b>	As defined in Clause 2.2.5
<b>LOA</b>	Letter of Award
<b>Member</b>	Member of a Consortium
<b>Net Worth</b>	As defined in Clause 2.2.3

<b>Project</b>	As defined in Clause 1.1.1
<b>Project Company</b>	As defined in Clause 1.1.1
<b>Qualification</b>	As defined in Clause 1.2.1
<b>Qualification Stage</b>	As defined in Clause 1.2.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>Restrictive Practice</b>	As defined in Clause 4.3
<b>RFP</b>	As defined in Clause 1.2.1
<b>RFQ</b>	As defined in the Disclaimer
<b>Selected Bidder</b>	As defined in Clause 1.2.5
<b>SMC</b>	As defined in Clause 1.1.1
<b>Subject Person</b>	As defined in Clause 2.2.1
<b>Technical Capacity</b>	As defined in Clause 2.2.2
<b>Threshold Technical Capability</b>	As defined in Clause 2.2.2
<b>Transportation Hub</b>	As defined in Clause 1.1.1
<b>Undesirable Practice</b>	As defined in Clause 4.3
<b>Upfront Premium</b>	As defined in Clause 1.2.8

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

## DISCLAIMER

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

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

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the Authority is bound to qualify Applicants for the Bid Stage or to appoint the Selected Bidder or Developer, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 A. The Ministry of Railways, Government of India has decided to develop/redevelop certain identified railway stations across India through Indian Railway Stations Development Corporation Ltd. (“**IRSDC**”), a special purpose vehicle incorporated under the Companies Act, 1956 as a joint venture between Ircon International Ltd. and Rail Land Development Authority. In pursuance of this objective, the Ministry of Railways, Government of India has enjoined upon IRSDC the responsibility of undertaking the development of the Surat Railway Station.
- B. Gujarat State Road Transport Corporation (“**GSRTC**”) is a company incorporated under the Companies Act, 1956 and is wholly owned by the Government of Gujarat. GSRTC is a passenger transport organisation providing bus services both in Gujarat and neighboring states. GSRTC is desirous of developing regional bus terminal in Surat on a public private partnership model.
- C. Surat Municipal Corporation (“**SMC**”), is the local authority responsible for the administration of the city of Surat. SMC is desirous of offering assistance to enable integrated development of the Surat Railway Station and the proposed regional bus terminal as an integrated multi-modal transportation hub.
- D. The Government of Gujarat has suggested the integrated development of the Surat Railway Station and the proposed regional bus terminal as an international standard multi-modal transportation hub that will integrate various modes of public transportation such as railways, Regional buses, City Buses and bus rapid transit systems, proposed metro rail (“**Transportation Hub**”), keeping in mind the need for (a) coordinated development of Surat Railway Station and the proposed regional bus terminal, (b) the creation of common facilities and amenities, (c) providing seamless connectivity to commuters, and (d) bringing in economies of scale.
- E. Accordingly, IRSDC, GSRTC and SMC, with the approval of Ministry of Railways and Government of Gujarat, have decided to undertake the development of the Transportation Hub through a special purpose vehicle to be incorporated under the Companies Act, 2013 as a joint venture amongst IRSDC, GSRTC and SMC (the “**Project Company**”).
- F. Until the incorporation of the Project Company, IRSDC, on behalf of the Project Company, has been entrusted the responsibility to carry out the bidding process for selection of a private entity/Public Sector company to develop, operate, and maintain the Transportation Hub on a Design, Build, Finance, Operate and Transfer (“**DBFOT**”) basis, including, *inter alia*, all works related to, or incidental to, or required to be undertaken in relation thereto, in accordance with the Development Agreement, and applicable laws (“**Project**”).
- (a) The period of the Project shall be pre-determined, and will be indicated in the Development Agreement.
- (b) The Developer will be entitled to determine, levy and collect charges from such of the users of the Project as prescribed in the Development Agreement.
- G. References to “**Authority**” in this RFQ and the Bidding Documents shall be construed as references to IRSDC. Upon incorporation of the Project Company,

references to ‘Authority’ in this RFQ and/ or the Bidding Documents shall, unless repugnant to the context thereto, be deemed to be references to the Project Company, and all acts or deeds done or to be done by IRSDC pursuant to this RFQ and/ or the Bidding Documents shall be deemed to have been done or to be done by the Project Company.

- H. The Authority intends to qualify suitable Applicants (the “**Bidders**”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive e-bidding process in accordance with the procedure set out herein and the e-RFQ Notice (“**e-RFQ Notice**”).
- I. In the Bid stage, the short-listed Applicants shall have opportunity/be required to submit their technical proposals for construction management, proposal for the Project and Relocation related works (which will be handed over back to IRSDC on completion of construction) and for specified components of Railway Station before Technical Pre Bid Conference. Further, any modifications/ suggestions to the Master Plan of the Station, if considered necessary by the Applicants, will be submitted along with their technical proposals. This would primarily be meant for proper understanding of the scope of the work and for transferring the onus of feasibility of the Project from the Authority to the prospective bidder. The Authority will seek details from the Applicants with regard to their construction methodology, Phasing Plan, Block and Station occupation requirements and Plan for replacement of existing structures and buildings on the surrounding land to ensure continuous and smooth operations. These plans should be developed in such a manner that it ensures proper communication & understanding of the requirements of the project by the Applicant. This would involve meetings and discussion on general deficiencies and specific deficiencies to the Applicant concerned, followed by clarification cum confirmation meetings individually as well as collectively with all short-listed Applicants with an objective to improve their proposal to the compliant level as per the requirement of the Authority. Based on the discussion the changes proposed by the Applicant shall be compiled, to evolve normalised technical parameters. The technical schedules of the Development Agreement and feasibility report shall be revised, if required on the basis of better alternatives so as to permit short-listed Applicants to adopt the technical parameters, plan and design finalised for determining their Bid and implement the Project subsequent to award to Selected Bidder..
- 1.1.2 The selected Bidder, shall incorporate a new company under the Companies Act, 2013 for execution of the development agreement (the “**Developer**”), who shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the development agreement (the “**Development Agreement**”) to be entered into between the Developer and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3 The indicative capital cost of the Project is Rs. 645,00,00,000 (Rupees Six Hundred and Forty Five Crores)<sup>1</sup> (the “**Estimated Project Cost**”), which figure may be revised and re-specified in the Bidding Documents. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.4 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”).

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<sup>1</sup> 1 USD = INR 65.



- 1.1.5 In order to participate in the Qualification Stage, it shall be mandatory for Applicants to register themselves on the e-procurement portal (<https://www.tenderwizard.com/IRSDC>) and obtain a user ID and password in accordance with the procedure specified in the e-RFQ Notice.

## 1.2 Brief description of Bidding Process

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

(a) The RFQ shall be available online on the website <https://www.tenderwizard.com/IRSDC> from 15.11.2016 (23:00 Hrs) onwards, and can be downloaded, free of cost, till the last date and time of submission of the Application.

(b) However, to participate in the online Qualification Stage, the Applicant shall, prior to making an Application, pay to the Authority a non-refundable sum of Rs.50,000/- (Rupees Fifty Thousand only) as the cost of the RFQ process through NEFT or RTGS only in Authority’s account in accordance with the details provided in the e-RFQ Notice.

At the end of the Qualification Stage, the Authority expects to announce a list of all qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals (the “**RFP**”).

- 1.2.2 In the Qualification Stage, Applicants are required to furnish all the information specified in this RFQ. Only those Applicants that are qualified by the Authority shall be invited to submit their Bids for the Project.

- 1.2.3 In the Bid Stage, the Bidders will be called upon to submit their financial offers (the “**Bids**”) in accordance with the RFP and other documents to be provided by the Authority (collectively the “**Bidding Documents**”). The Bidding Documents for the Project will be provided to every Bidder on payment as specified in the RFP document. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the date specified in Clause 1.3 for submission of bids (the “**Bid Due Date**”).

- 1.2.4 In terms of the RFP, a Bidder will be required to furnish/ deposit, along with its Bid, a bid security equivalent to about 1% (one percent) of the Estimated Project Cost (the “**Bid Security**”), refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder, whose Bid Security shall be retained till it has provided the performance guarantee under the Development Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority and, in such event:

(a) such demand draft of bank guarantee shall be issued by a Nationalised / Scheduled Bank having minimum net worth of Rs 1000,00,00,000 (Rupees One Thousand Crore), and

(b) the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive

of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.5 Generally, the Project shall be awarded to the Highest Bidder (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 Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.6 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the development rights including implementation of the Project.
- 1.2.7 As part of the Bidding Documents, the Authority will provide a draft Development Agreement and project information memorandum prepared by the Authority/ its consultants and other information pertaining/ relevant to the Project available with it.
- 1.2.8 Bids will be invited online for the Project on the basis of the offer to pay the highest upfront premium (the “**Upfront Premium**”) and as particularly to be set out under RFP, payable to the Authority for award of the Project. The period for which the development rights shall be granted to the Developer in the Surat MMTH Project and the Commercial Development Project shall be pre-determined, and will be indicated in the draft Development Agreement forming part of the Bidding Documents. The Premium amount shall constitute the sole criteria for evaluation of Bids. The Project shall be generally awarded to the Bidder quoting the highest Premium.

In this RFQ, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Premium to the Authority.

- 1.2.9 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 1.2.10 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/ communications shall clearly bear the following identification/ title:

**“Queries/ Request for Additional Information: RFQ for Development of Multi Modal Transportation Hub at Surat, Gujarat on DBFOT basis”**

### 1.3 Brief description of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

S. No.	Event Description	Date
<b>Qualification Stage</b>		
1.	Last date for receiving queries	[23 <sup>rd</sup> Nov], 2016
2.	Pre-Application Conference	[28 <sup>th</sup> Nov], 2016 at [11:00]Hrs
3.	Authority response to queries latest by	[1 <sup>st</sup> Dec] 2016
4.	Application Due Date	[16 <sup>th</sup> Dec], 2016 up to 11:00 Hrs (IST)

<b>5.</b>	Announcement of short-list	30 days from Application Due Date
<b>Bid Stage</b>		
<b>1.</b>	Sale of Bid Documents	To be specified
<b>2.</b>	Last date for receiving queries	[●], 2016
<b>3.</b>	Pre-Bid meeting	[●], 2016
<b>4.</b>	Authority response to queries latest by	[●], 2016
<b>5.</b>	Bid Due Date	[●], 2016
<b>6.</b>	Opening of Bids	Bid Due Date
<b>7.</b>	Letter of Award (LOA)	[●], 2016
<b>8.</b>	Validity of Bids	120 days from the Bid Due Date
<b>9.</b>	Signing of Development Agreement	[●], 2016

## 2. INSTRUCTIONS TO APPLICANTS

### 2A GENERAL

#### 2.1 Scope of Application

2.1.1 The Authority wishes to receive Applications in order to qualify experienced and capable Applicants for the Bid Stage.

2.1.2 Short listed Applicants may be subsequently invited to submit the Bids for award of the Project.

#### 2.2 Eligibility of Applicants

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

- (a) The Applicant may be a single entity or a group of entities, coming together to implement the Project (the “**Consortium**”). However, no Applicant applying individually or as a Member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein will apply to both a single entity and a Consortium.
- (b) An Applicant may be a natural person, private entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.
- (c) An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - (i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest:

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 10% (ten percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, as the case may be, is not more than 10% (ten percent) of the subscribed and paid up equity share capital thereof:

Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013.

For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:

- a. 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

- b. subject always to sub-clause a. 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 that no such shareholding shall be reckoned under this sub-clause b. if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) A constituent of such Applicant is also a constituent of another Applicant; or
- (iii) Such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- (iv) Such Applicant has the same legal representative for purposes of this Application as any other Applicant:

Provided that, for the purpose of this Clause, the term ‘legal representative’ shall include the holder of a power of attorney; or

- (v) Such Applicant, or any Associate thereof has a relationship with another Applicant, 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 Application of either or each other; or
- (vi) Such Applicant, 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.
- (d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, 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. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- (e) Government of India has issued guidelines (see **Appendix-V**) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at **Appendix-I**.

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

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

(a) To demonstrate technical capacity and experience (the “**Technical Capacity**”), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:

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

such that the sum total of the above, as further adjusted in accordance with Clause 3.2.6, is more than Rs.645,00,00,000 (Rupees Six Hundred and Forty Five Crore) (the “**Threshold Technical Capability**”).

(b) The Applicant shall have a minimum Net Worth of Rs 387,00,00,000 (Rupees Three Hundred and Eighty Seven Crore)<sup>2</sup> at the close of the preceding financial year (the “**Financial Capacity**”).

In case of a Consortium, the combined Technical Capacity and Financial Capacity of those Members who shall have an equity share of at least 26% (twenty six percent) each in the Developer should satisfy the above conditions of eligibility:

Provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the Developer; and (ii) 5% (five percent) of the Total Project Cost specified in the Development Agreement.

The eligibility criteria have been summarized in **Appendix-VI**.

**2.2.2 a. Station Facility Management (O&M) Experience:** The Applicant shall engage an experienced agency or hire qualified and trained personnel for station facility management in conformity with the provisions of the Development Agreement.

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

(a) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made, received and/or collected and appropriated, as the case may be, during the past 5 (five) financial years in respect of the projects specified in paragraph 2.2.2 (a) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; Under this sub-clause (i), in addition to a certificate from the

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<sup>2</sup> 1 USD = INR 65.00.

concerned client, certificate from the Statutory Auditor of the concerned Applicant/Associate whose capacity is being demonstrated/relied upon is also admissible. The term "concerned client" used herein refers to the client for whom the Eligible Project as admissible under the present RFQ provisions was carried out; and

- (b) Certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth (including detailed breakup of elements considered for calculating the networth) conforms to the provisions of this Clause 2.2.3 (b).

For the purposes of this RFQ, the “**Net Worth**” shall have the meaning given to it under Companies Act 2013, i.e., “the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.”

2.2.4 The Applicant should submit a Power of Attorney as per the format at **Appendix-II**, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at **Appendix-III**.

2.2.5 Applicant on being a Selected Bidder, shall be required to form an appropriate Special Purpose Company, incorporated under the Companies Act, 2013 (the “**SPC**”), to execute the Development Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPC, comply with the following additional requirements::

- (a) Number of Members in a Consortium shall not exceed 4 (four);
- (b) The Application should contain the information required for each Member of the Consortium;
- (c) The Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the Developer. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Consortium;
- (d) The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical, operation and management obligations;
- (e) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
  - (i) Convey the intent to incorporate the Developer with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Development Agreement and subsequently perform all the obligations of the Developer in terms of the Development Agreement, in case the Project is awarded to the Consortium;

- (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
  - (iii) Commit the minimum equity stake to be held by each member;
  - (iv) Commit that each of the Members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the Developer and shall further commit that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than:
    - a. 26% (twenty six percent) of the subscribed and paid up equity share capital of the Developer; and
    - b. 5% (five percent) of the total project cost specified in the Development Agreement;
  - (v) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one percent) of the subscribed and paid up equity of the Developer at all times until the second anniversary of the commercial operation date of the Project or until the payment of all the amounts due and payable to the Authority including interest, whichever is later, in accordance with the provisions of the Development Agreement; and
  - (vi) Include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Developer in relation to the Project until the financial close of the Project is achieved in accordance with the Development Agreement; and
  - (f) 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 Authority.
- 2.2.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as Member of a Consortium.
- 2.2.7 An Applicant including any Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Member or Associate.
- 2.2.8 Any entity (the Bidder, its Member, or Associate was, either by itself or as member of a consortium) which has been barred by the Central Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, or has been declared by the Authority as non-performer/blacklisted would not be eligible to submit an Application, either individually or as member of a Consortium.



- 2.2.9 In computing the Technical Capacity and Financial Capacity of the Applicant/ Members under Clauses 2.2.2, 2.2.3 and 3.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFQ, Associate means, in relation to the Applicant/ Member, a person who controls, is controlled by, or is under the common control with such Applicant/ 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 percent) 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 or by contract or otherwise.

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

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

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by an Applicant (or Member, if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at qualification;
- (c) In responding to the qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) In case the Applicant is a Consortium, each Member should substantially satisfy the - qualification requirements to the extent specified herein.

- 2.2.11 While Qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Application, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or
- (b) If at any subsequent stage after the date of the Application, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member;

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

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial

ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

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

- 2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year.

For the avoidance of doubt, “**financial year**” shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

### **2.3 Change in composition of the Consortium**

- 2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.
- 2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:
- (a) The application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
  - (b) The Lead Member continues to be the Lead Member of the Consortium;
  - (c) The substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the qualification criteria for Applicants; and
  - (d) The new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.
- 2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
- 2.3.4 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.
- 2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

### **2.4 Number of Applications and costs thereof**

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

## **2.5 Site visit and verification of information**

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

## **2.6 Acknowledgement by Applicant**

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

## **2.7 Right to accept or reject any or all Applications/ Bids**

- 2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.7.2 The Authority reserves the right to reject any Application and/ or Bid if:
- (a) At any time, a material misrepresentation is made or uncovered, or
  - (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.
- 2.7.3 If the Applicant/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 Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) Invite the remaining Bidders to match the Highest Bidder/ 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 Authority, including annulment of the Bidding Process.

2.7.4 In case it is found during the evaluation or at any time before signing of the Development Agreement or after its execution and during the period of subsistence thereof, including the development rights thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the Development Agreement, and if the Applicant/Developer has already been issued the LOA or has entered into the Development 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 Authority to the Applicant/ Developer, without the Authority being liable in any manner whatsoever to the Applicant Developer and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Development Agreement or under applicable laws.

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

## **2B DOCUMENTS**

### **2.8 Contents of the RFQ**

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

#### **Invitation for Qualification**

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

#### **Appendices**

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

- IV. Joint Bidding Agreement for Consortium
- V. Guidelines of the Department of Disinvestment
- VI. Minimum Eligibility Criteria
- VII. Scope of Work of the Developer
- VIII. Undertaking from Applicant/ Member
- IX. Undertaking from Associate
- X. Checklist

## **2.9 Clarifications**

- 2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.10. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The Authority will post the reply to all such queries on the official website of the Authority, i.e., [www.irsdc.in](http://www.irsdc.in), and the e-procurement portal i.e. <https://www.tenderwizard.com/IRSDC>.
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.10 Amendment of RFQ**

- 2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of an addendum or addenda, which will be binding on all Applicants.
- 2.10.2 The amendments will be posted on the official website of the Authority, i.e., [www.irsdc.in](http://www.irsdc.in), and the e-procurement portal i.e. <https://www.tenderwizard.com/IRSDC> along with the revised RFQ containing the amendments, no later 3 (three) days before the Application Due Date. All Applicants are therefore advised to frequently visit the website of the Authority, i.e., [www.irsdc.in](http://www.irsdc.in), for any addenda. No separate information will be issued either by post, fax or e-mail to the prospective Applicants who have purchased the RFQ.
- 2.10.3 In order to afford the Applicants a reasonable time for taking an addendum/ addenda into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

## **2C PREPARATION AND SUBMISSION OF APPLICATION**

## 2.11 Language

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

## 2.12 Format and signing of Application

- 2.12.1 The Application shall be typed and signed by the authorised signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. The Application shall be page numbered.
- 2.12.2 All alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application.
- 2.12.3 The Applicant shall prepare only 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted online pursuant to this RFQ).
- 2.12.4 The Applicant shall provide scanned copies of the Application along with all the information and documents sought under this RFQ and submit the same in accordance with the guidelines set out in the e-RFQ Notice.
- 2.12.5 The Authority will evaluate only those Applications that are received in the required formats and complete in all respects, as well as digitally signed wherever required. Incomplete and /or conditional Applications shall be liable to rejection.

## 2.13 Submission of Applications

- 2.13.1 The Applicant shall submit the Application online in the format specified at Appendix-I, together with the scanned copies of the following:
- (a) Power of Attorney for signing the Application as per the format at **Appendix-II**;
  - (b) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at **Appendix-III**;
  - (c) If applicable, the Jt Bidding Agreement, substantially in the format at **Appendix-IV**;
  - (d) Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership, a copy of its partnership deed; marked as Annex VI to Appendix-I;
  - (e) Applicant's duly audited balance sheet and profit and loss account for the preceding 5 (five) financial years; marked as Annex VII to Appendix-I;
  - (f) If applicable, the undertaking from Applicant/Member for claiming Technical Capacity/ Net Worth of an Associate, as per the format at **Appendix-VIII**; and
  - (g) If applicable, the undertaking from the Associate, as per the format at **Appendix-IX**.
- 2.13.2 The Application shall be submitted online only at <https://www.tenderwizard.com/IRSDC>

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

ATTN. OF:	Mr. S K Lohia
DESIGNATION:	Chief Executive Officer
ADDRESS:	4 <sup>th</sup> Floor, PalikaBhawan, R.K.Puram, New Delhi – 110066
Phone No. :	+91-11-24672723
Fax No:	+91-11-24672720
Email id:	<a href="mailto:info@irsdco.in">info@irsdco.in</a>

Queries, if any, shall be addressed to either the Authority (at above address) or to the project consultants (details below):

Project Consultant	Chief Architect
<p><b>M/s. a'XYKno Capital Services Limited</b>            At: Level III, Leela Vista Building,            WHC Road, Bajaj Nagar Square,            Nagpur – 440010 (Mah.).            Ph./Mb.: +91 9975151078            0712 – 6451999 / 52999            Email: parag@axykno.com</p>	<p><b>BLACK INK,</b>            Ar.SanjayJosshi            201,Ritz Square ,GhodDod Road , Surat-            Ph./Mb.: +91-9979861616, 9825113625            Email:sanjayjosshi@yahoo.com,            todros@sjosshi.com</p>

2.13.4 Applications submitted by fax, telex, telegram, e-mail or in hard copy shall not be entertained and shall be rejected.

## 2.14 Application Due Date

2.14.1 Applications should be uploaded/ submitted before 1100 hours IST on the Application Due Date in the manner and form as detailed in this RFQ and the e-RFQ Notice. The Applicants are advised to submit their Applications online well before the time and Application Due Date specified above. The Authority shall not be responsible for any delay in submission for any reason including server and technical problems.

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

## 2.15 Late Applications

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

## 2.16 Modifications/ substitution/ withdrawal of Applications

2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that such modification, substitution or withdrawal is effected prior to the Application Due Date in accordance with the procedure specified in the e-RFQ Notice. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

- 2.16.2 After withdrawal of the Application for any reason, Applicant cannot re-submit Application again.
- 2.16.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2D. EVALUATION PROCESS**

### **2.17 Opening and Evaluation of Applications**

- 2.17.1 The Authority shall download/ open the online Applications at 1130 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.
- [2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be downloaded/ opened.]
- 2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.17.4 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.5 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, disregard such information when computing the Eligible Score of the Applicant.
- 2.17.6 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

### **2.18 Confidentiality**

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

### **2.19 Tests of responsiveness**

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



- (a) It is received as per format at **Appendix-I**.
- (b) It is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) It is signed, submitted, and in the format stipulated in Clauses 2.12 and 2.13;
- (d) It is accompanied by the Power of Attorney as specified in Clause 2.2.4 (**Appendix-II**), and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.4 and Clause 2.2.5 (c) (**Appendix-II** and **Appendix-III**);
- (e) It contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) It contains information in formats same as those specified in this RFQ;
- (g) It contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFQ for each Eligible Project;
- (h) It is accompanied by the Joint. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.5 (e) (**Appendix-IV**);
- (i) It does not contain any condition or qualification;
- (j) It is not non-responsive in terms hereof;
- (k) It is accompanied, if applicable, by the undertaking from Applicant/Member for claiming technical capacity/ Net Worth of an Associate (**Appendix-VIII**) and the undertaking from the Associate (**Appendix-IX**).

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

## **2.20 Clarifications**

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

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

## **2E QUALIFICATION AND BIDDING**

### **2.21 Qualification and notification**

After the evaluation of Applications, the Authority would announce a list of qualified Applicants who will be eligible for participation in the Bid Stage. At the same time, the

Authority would notify the other Applicants that they have not been qualified. The Authority will not entertain any query or clarification from Applicants in this regard.

## **2.22 Submission of Bids**

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

2.22.2 Any modifications/suggestions to the Project, if considered necessary by the Applicants, will be submitted along with their Bids. This would primarily be meant for proper understanding of the scope of the work and for transferring the onus of feasibility of the Project from the Authority to the Bidder. The Authority will seek details from the Applicants with regard to their construction methodology, phasing plan, block and station occupation requirements and plan for replacement of existing structures and buildings on the surrounding land to ensure continuous and smooth operations.

- (a) These plans should be developed in such a manner that it ensures proper communication and understanding of the requirements of the Project by the Applicant.
- (b) This would involve meetings and discussion on general deficiencies and specific deficiencies to the Bidder concerned, followed by clarification cum confirmation meetings individually as well as collectively with all Bidders with an objective to improve their proposal to the compliant level as per the requirement of the Authority.
- (c) Based on the discussion, the changes proposed by the Bidders shall be incorporated into the technical parameters for the Project.

The Development Agreement and project information memorandum shall be revised, if required on the basis of better alternatives so as to permit Bidders to adopt the technical parameters, plan and design finalized for determining their Bid and implement the Project subsequent to award to Selected Bidder.

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

## **2.23 Proprietary data**

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

## **2.24 Correspondence with the Applicant**

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

## **2.25 Employment / Partnership etc., of retired employees**

- (a) In case the Applicant proposes to engage or has in its employment retired officials of Government of India, Government of Gujarat, Indian Railways, SMC, IRSDC, GSRTC, Ircon International Ltd. and/ or Rail Land Development Authority it should be done and/or be strictly in accordance with guidelines of Department of Personnel and Training on the same.
  
- (b) Should an Applicant have a relative(s) or, in the case of a limited liability partnership or a company, one or more of its partner(s) or shareholder(s) or relative(s) of the partner(s) or shareholder(s) employed in a gazette capacity in the SMC, IRSDC, GSRTC, Ircon International Ltd. and/ or Rail Land Development Authority, the Authority shall be informed of the fact at the time of submission of the Application, failing which the Application may be disqualified/ rejected or if such fact subsequently comes to light, the contract may be terminated in accordance with the provision of the Development Agreement.

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation Parameters

- 3.1.1 Only those Applicants who meet the eligibility criteria specified in Clause 2.2 above shall qualify for evaluation under this Section 3. Applicants who do not meet these criteria shall be rejected.
- 3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
  - (b) Financial Capacity

#### 3.2 Technical Capacity for purposes of evaluation

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

Category 1: Project experience on Eligible Projects in the field of passenger transportation such as railway stations, airports, ports, roads and highways with transit oriented development, bus terminals/stations, metro stations, mono rail stations, etc.

Category 2: Project experience on Eligible Projects in core sector.

Category 3: Construction experience on Eligible Projects in the field of passenger transportation such as railway stations, airports, ports, roads and highways with transit oriented development, bus terminals/stations, metro stations, mono rail stations, etc.

Category 4: Construction experience on Eligible Projects in core sector.

For the purpose of this RFQ:

- (a) Core sector is deemed to include railways, power, telecom, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage, sports stadiums/complexes and real estate development including commercial and institutional complexes
- (b) Passenger transportation projects are deemed to include area for passenger amenities such as passenger waiting areas, platforms, circulation areas, arrival and departure areas etc.

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

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

- (a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT 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;

- (b) The entity claiming experience should have held, in the company implementing the project, a minimum of 26% (twenty six percent) equity during the entire year for which Eligible Experience is being claimed;
- (c) The capital cost of the project should be more than Rs. 64,00,00,000 (Rupees Sixty Four Crores); and
- (d) The entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the project.
- 3.2.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the entity claiming experience should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 64,00,00,000 (Rupees Sixty Four Crore), shall not be reckoned as payments/receipts for such projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.
- 3.2.5 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.2.6 Applicant's experience shall be measured and stated in terms of a score (the "Experience Score"). The Experience Score for an Eligible Project in a given category will be the eligible payments and/or receipts specified in Clause 2.2.2 (a), divided by 1,00,000 (one crore) and then multiplied by the applicable factor in Table 3.2.6 below. In case the Applicant has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

**Table 3.2.6: Factors for Experience across categories**

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

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

- 3.2.8 Experience for any activity relating to an Eligible Project shall not be claimed by 2 (two) or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

### **3.3 Details of Experience**

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

### **3.4 Financial information for purposes of evaluation**

- 3.4.1 The Application must be accompanied by the audited annual reports of the Applicant (and of each Member in case of a Consortium) for the 5 (five) financial years preceding the year in which the Application is made.
- 3.4.2 In case the annual accounts for the latest financial year are not audited, the Applicant shall give an undertaking to this effect certified by the statutory auditor. In such a case, the Applicant shall provide the audited annual reports for 5 (five) years preceding the year for which the audited annual report is not being provided.
- 3.4.3 The Applicant must establish the Financial Capacity, and provide details as per format at Annex-III of **Appendix-I**.
- 3.4.4 In case of foreign companies, a certificate from a qualified external auditor who audits the books of account of the Applicant or the Consortium Member in the formats provided in the country where the projects has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFQ.

### **3.5 Qualification of Applicants**

The credentials of eligible Applicants shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Applicant. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have equity share of at least 26% (twenty six percent) in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium. All Applicants who fulfil the conditions of eligibility specified in Clause 2.2.2 and meet the other conditions specified in this RFQ shall be qualified.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Development Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.2.1(d), engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Development Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Development Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - (b) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 5. PRE-APPLICATION CONFERENCE

- 5.1 A pre-Application conference of the interested parties shall be convened at the date, time and place indicated below.

Date [28<sup>th</sup> NOV 2016 at ]

Time: [11:00] hrs.

Address: Conference Hall, Office of  
Surat Municipal  
Commissioner at Surat,  
Gujarat

- 5.3 A maximum of 3 (three) representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

- 5.3 During the course of the pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.



## 6. MISCELLANEOUS

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

**APPENDIX I:**

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

*(Refer Clause 2.13.1)*

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

Ref.:  
Dated:

To,

**Chief Executive Officer,**  
Indian Railway Stations Development Corporation Limited (IRSDC),  
4<sup>th</sup>Floor, PalikaBhawan,  
Sector XIII, R.K. Puram,  
New Delhi – 110 066.

**Sub: Development of Multi Modal Transportation Hub at Surat, Gujarat on DBFOT Basis.**

Dear Sir,

1. With reference to your RFQ document dated .....<sup>s</sup>. I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for qualification of the Applicants for the aforesaid Project, and we certify that all information provided in the Application and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true scanned copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Application.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority.

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<sup>s</sup>All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

- (b) I/ We do not have any conflict of interest and are not otherwise ineligible in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document; and
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.19.2 of the RFQ document.
  9. I/ We believe that I/ we/ our Consortium. Proposed Consortium satisfy the Threshold Technical Capability and Financial Capacity/ Net Worth Criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.
  10. I/ We declare that I/ we/ any Member of the Consortium, or our/ its Associates are not submitting any other Application and/ or are a Member of a/ any other Consortium submitting an Application.
  11. I/ We certify that in regard to matters other than security and integrity of the country, I/ 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 form part of the RFQ document 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 document, we shall intimate the Authority of the same immediately.
  16. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFQ document, are also enclosed.

17. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 2013, or shall incorporate as such prior to execution of the Development Agreement.
18. I/ We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.2.a.
19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
21. I/ We certify that in terms of the RFQ document, my/our NetWorth is Rs. ....  
(Rs. in words) and Experience Score is ..... (number in words).
22. {We agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Development Agreement till occurrence of Financial Close in accordance with the Development Agreement. }<sup>§</sup>

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

Yours faithfully,

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

Place: Name and seal of the Applicant/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

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<sup>§</sup>Omit if the Applicant is not a Consortium.