

REQUEST FOR QUALIFICATION (RFQ)

CONSTRUCTION OF A NEW BUSSTAND INFRASTRUCTURE PROJECT

FOR

TIRUVANNAMALAI MUNICIPALITY

IN

SURVEY NO26/1, 26/2, 27, 28, 29/1, 29/3, 29/5... Esaniyam, TIRUVANNAMALAI

ON

PPP MODE (DBFOT BASIS)

FOR

A PERIOD OF 22 YEARS.

DISCLAIMER

1. The information contained in this Request for Qualification (RFQ) document and other documents subsequently provided to Bidder(s), in written form by or on behalf of Tiruvannamalai Municipality(Authority) shall be subject to the terms and conditions, set out in this RFQ document and any other terms and conditions, subject to which such information is provided.
2. This RFQ document does not purport to contain all the information each Bidder may require. This RFQ document may not be appropriate for all persons, and it is not possible for the Authority, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who read sources this RFQ document. Each Bidder shall conduct his own investigations and analysis and shall check the accuracy, reliability and completeness of the information in this RFQ document. The Authority, its Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFQ document.
3. The Authority may, in their absolute discretion, but without being under any obligation to do so, update, amend, add to any or all of the provisions or supplement the information of this RFQ document or cancel the present Invitation and call for fresh Invitations. Such changes would be intimated to all parties procuring this RFQ Document.
4. The Authority reserves the right to reject any or all of the Applications, submitted in response to this RFQ, at any stage, without assigning any reasons whatsoever. The Authority also reserves the right to hold or withdraw from or cancel the process at any stage, up to the final selection.
5. Neither the Authority nor their employees will have any liability in case of non-receipt of any correspondence, from them to the Applicants, due to the postal delays.
6. Mere submission of an Application, in response to this RFQ, does not vest any right in the Applicant, for being selected for the project.

REQUESTFORQUALIFICATIONDOCUMENT

Schedule of Selection Process

(This RFQ is issued to the prospective applicant (s), with reference to the advertisement dated 02.04.2020)

	Date
1.Pre-Bid Meeting	29.04.2020
2.Last date for receipt of queries	29.04.2020
3.Last date for submission of Application addressed to: The Commissioner Tiruvannamalai Municipality, Tiruvannamalai	12.05.2020 15.00 Hrs
4.Date and time of Opening of the Application	13.05.2020 15.30 Hrs
5.Processing Fees	Rs.10000/-

NOTICE INVITING REQUEST FOR QUALIFICATION (RFQ)

Notice inviting RFQ for construction of a New Bus Stand Infrastructure Project for Tiruvannamalai Municipality, Tamil Nadu, on a PPP Mode (DBFOT Basis), including financial management and maintenance for a period of 22 years.

THE COMMISSIONER
TIRUVANNAMALAI MUNICIPALITY
TAMIL NADU –
PHONE: 9442201802
EMAIL: commr.thiruvannamalai@tn.gov.in

1. The Government of Tamil Nadu is keen to improve the intercity bus transport infrastructure in the State of Tamil Nadu. As a part of this effort, it is proposed to develop and establish state-of-the-art bus terminals, in the State on public-private partnership basis. These terminals would be operated and maintained at a pre-determined quality standard, rendering cost effective and efficient services to the users.
2. The Tiruvannamalai Municipality (the Authority) has been authorized by the Municipal Council for construction, development, and management of new Integrated Bus Terminal Infrastructure Project, design, build, finance, operate and transfer (“DBFOT” mode of PPP) (“**Project**”), in accordance with the terms and conditions, to be set forth in concession agreement, to be entered into.
3. The said Project is for the Concession Period of 22 years, including the right to develop, design, finance, construct and maintain the Commercial Facility and Amenities, to undertake the marketing, booking and allotment of built up area therein and to demand, charge, collect, retain and appropriate the User Charges and the Premia there from.
4. **The Authority accordingly invites Applications from the eligible developers, to being shortlisted for the issuem of Request For Proposal (RFP) Document.**
5. A prebid meeting for the prospective Bidders, who are interested in bidding for the above-mentioned project, will be held on **29.04.2020** at **11.00 hrs** at **Tiruvannamalai Municipality.**
6. The Eligibility Criteria and other terms and conditions are given in RFQ.

7. The RFQ may be obtained at the address given above during office hours, on payment of Rs.10000/-(Rupees Ten thousand only), through Demand Draft, drawn infavour of Commissioner, Tiruvannamalai Municipality payable at Tiruvannamalai as processing fees.
8. The RFQ may also be downloaded from the web <https://tntenders.gov.in> and submitted with the Demand Draft, as mentioned above, along with the Application.
9. The last date for submission of RFQ is **15:00 Hrs on 12.05.2020**

TABLE OF CONTENTS

REQUEST FOR QUALIFICATION DOCUMENT	Error! Bookn
Notice inviting Request For Qualification (RFQ)	
ABBREVIATIONS	
INTRODUCTION & BACKGROUND	
ABOUT THE PROJECT	
PROPOSED BUS STANDS SITE	
THE SCOPE OF WORK	
OBLIGATIONS OF AUTHORITY	
OBLIGATIONS OF CONCESSIONAIRE	
OBLIGATIONS OF PARTIES	
BRIEF DESCRIPTION OF BIDDING PROCESS	
SELECTION PROCESS AND INSTRUCTIONS TO BIDDERS	
ELIGIBLE BIDDERS	
Number of Bids	
Application Preparation Cost	
Project Inspection and Site Visit	
Right to Accept or Reject or Disqualify any or all Applications	
Contents of RFQ	
Clarifications	
Amendment of RFQ	
Language	
Currency	
Validity of the Bid	
Format and Signing of the Bid	
Sealing and Marking of Applications	
Application Due Date	
Late Applications	
Modifications/ Substitution/ Withdrawal of Proposals	
Evaluation of Application - Due Date	
Evaluation of Application – Criteria	
Evaluation of Application - Supporting Documents	
Evaluation of Application - Right to Reject	
Tests of Responsiveness	
Clarifications	
Qualification and Notification	

CRITERIA FOR EVALUATION.....

Evaluation Parameters.....

Technical Experience

Details of Experience

Financial Capability.....

Evaluation Criteria for Financial Capability.....

APPENDIX 1A.....

FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL.....

APPENDIX 2.....

FORMAT OF DETAILS OF APPLICANTS.....

1.

APPENDIX 3.....

FORMAT FOR LETTER OF APPLICATION

APPENDIX 4.....

INFORMATION RELATED TO EXPERIENCE.....

APPENDIX 5.....

FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE BIDDER

BID RESPONSE SHEET 4

Format for Financial Capability of Bidder and Entity engaged by the Bidder in the Project ; Turnover, Net worth and Cash Accruals.....

APPENDIX 6.....

GUIDELINES FOR PROVIDING INFORMATION RELATED TO FINANCIAL CAPABILITY.....

APPENDIX 7.....

FORMAT FOR ANTI-COLLUSION CERTIFICATE

APPENDIX 8.....

FORMAT FOR PROJECT UNDERTAKING.....

APPENDIX 9.....

FORMAT FOR AGREEMENT

ABBREVIATIONS

DBFOT	- Design, Build, Finance, Operate and Transfer
GoTN	- Government of Tamil Nadu
GoI	- Government of India
LM	- Lead Member
PPP	- Public Private Partnership
POA	- Power of Attorney
RFQ	- Request for Qualification
RFP	- Request for Proposal
SPV	- Special Purpose Vehicle
TM	- Tiruvannamalai Municipality
BRS	- Bid Response Sheet

INTRODUCTION & BACKGROUND

1. INTRODUCTION

The Government of Tamil Nadu is keen to improve the intercity bus transport infrastructure in the State of Tamil Nadu. As a part of this effort, it is proposed to develop and establish state-of-the-art bus terminals, in the State, on public-private partnership basis. These terminals would be operated and maintained at a pre-determined quality standard, rendering cost effective and efficient services to the users.

1.1 Background and Town Administration of Tiruvannamalai

Tiruvannamalai town, is an urban local body in Tiruvannamalai and is under the Municipal Administration and Water Supply Department and is classified as Special Grade Municipality at present. The extent of the Municipality is 13.64 sq.km. The town is famous for the Arunachaleshwar Temple. It is one of the commercial and marketing centers, which is well connected with the adjoining towns, village and state capital and has a well laid out system of roads and railways amongst other well-planned infrastructure.

1.2 Profile and Status of Existing Bus Stand

The existing bus stand of the Tiruvannamalai Municipality, which is operating at present to connect the surrounding villages and towns, was constructed in 1997, with 50 bus bays and was classified as a A - Class bus stand.

Given that the population is increasing, it has become necessary to construct a new bus stand, with upgraded facilities and amenities. Also, the existing number of bus bays are not sufficient and given that the bus stand is located in the center of the town, the approach road around to enter and exit the current bus stand is becoming inconvenient to the bus stand users, as well as, it is impeding the flow of traffic. Considering the future growth of the town, it is proposed to construct a new bus stand, with all required amenities at a convenient place.

2 ABOUT THE PROJECT

2.1 The Tiruvannamalai Municipality (the Authority) has been authorized by the Municipal Council for construction, development, and management of new **INTEGRATED BUS TERMINAL INFRASTRUCTURE PROJECT (the Project)**, design, build, finance, operate and transfer (“**DBFOT**” mode of PPP) basis (“**Project**”), in accordance with the terms and conditions, to be set forth in a concession agreement, to be entered into.

2.2 The said Project is for the Concession Period of 22 years (including construction period of 18 months), including the right to develop, design, finance, construct and maintain the Commercial Facility and Amenities, to undertake the marketing, booking and allotment of built up area therein and to demand, charge, collect, retain and appropriate the User Charges and the Premia therefrom.

2.3 The Authority accordingly invites proposals by its Notice/ Request for Qualification No. *** dated ***, for short listing of bidders for undertaking the Project.

3. PROPOSED BUS STAND SITE

The proposed Bus stand Site is Survey No. 306, 306/1, 306/2 Tiruvannamalai Town, Tiruvannamalai with an extent of 12.89 acres.

- 4.1** To Construct a New Modernized Integrated Bus Stand Infrastructure Project, which will include Commercial Facilities and Amenities, in the land situated at New Survey No. 306, 306/1, 306/2 Tiruvannamalai Town in Tiruvannamalai, including Operation and Maintenance for a period of 22 years (including construction period of 18 months).
- 4.2** The Bidder shall be a single Business Entity incorporated as a Public/Private Limited Company, incorporated under the Companies Act, 2013
- 4.3** The Selected Bidder, (here in called Concessionaire), shall be responsible for the design, build, finance, operate and transfer (“**DBFOT**”) of the Project Facilities, under and in accordance with the provisions of the Concession Agreement (the “Concession Agreement”), which will be entered into between the Selected Bidder (Concessionaire) and the Authority, as part of the selection process, pursuant hereto.
- 4.4** The Bidder shall be required to decide upon the Construction Contractor, before submission of the RFQ.
- The Bidder shall be required to enter into an Agreement with a Construction Contractor, demonstrating the experience and qualifications, as stipulated under Clause 11 and 22.
- The Bidder shall submit a copy of Agreement, entered into between him and the Construction Contractor, along with the credentials of the Contractor, demonstrating the requisite qualifications for him, to undertake the work, along with the Bidder.
- In the event the Bidder himself has the requisite qualifications as required for the Construction Contractor, in such event, the Bidder shall be required to submit his credentials, demonstrating that he possesses the necessary qualifications.
- 4.5** The selected Bidder shall be required to possess experience and qualifications specified in Clause 36 for Operations and Maintenance, either by himself or through an Operations and Maintenance Contractor. The details of the same shall be furnished, as required under Clause 22. Unlike the Construction Contractor, mentioned above, the Bidder shall finalise the Operations and Maintenance Contractor, not later than 90- days before the Commercial Operations Date (COD)
- 4.6** The estimated project cost is Rs.30.15crores.

4.7 The following are the various Commercial Facilities and Amenities to be provided in the BusStand Infrastructure Project

[NOTE- the below is an indicative list, which is subject to revision by the Authority in the RFP/CA]

SR.No	Particulars of Commercial Facilities and amenities
1.	Bus Bays
2.	Two-wheeler & Four-wheeler parking (RCC flooring)
3.	Pay & Use Toilets
	Gents – 2 (16 WC)
	Women - 2 (16 WC)
4.	Cloak room and Parcel rooms
5.	ATM
6.	Reservation Counter
7.	Free toilet block for ladies (10WC)
8.	Free toilet block for gents (10 WC)
9.	Police station outpost with CCTV
10.	Mother feeding room
11.	TNSTC Staff waiting shed
12.	Office room for Municipal staff
13.	AC and NON- AC Waiting Hall (men and women)
	including special seating facilities for people with
	special needs which also shall include ramp and wheel
	chair facility
14.	Water treatment Plant
15.	Driver waiting room with toilets
16.	First Aid room
17.	Security room
18.	SWD arrangement within the bus stand
19.	Borewell, OHT & water supply arrangements
20.	Internal & External electrical arrangement
21.	Infrastructure facilities such as cement flooring in the
	entire depot premises, WSS works including plumbing
	works, internal circulation roads, compound wall,
	separate entry and exit gates and other requirement sin
	utilities as provided by the Authority with in the Project
	Premises to ensure smooth and seamless functioning
	the bus stand.
22.	Facilities such as display boards, bus arrival and departure
	announcement facilities,
23.	Greeneries inside bus stand premises
24.	Sewage Treatment Plant
25.	Fire fighting equipment inside the bus stand premises
26.	Lighting arrangement inside the bus stand premises

27.	Providing & management of Information System including public address system, digital clocks etc
28.	Passenger Platform for Alighting & Boarding
29.	Compound Walls
30.	Concessionaire's Office Rain Water Harvesting Structures
31.	Storm Water Drainage
32.	Parcel Rooms
33.	information kiosk
34.	Security System (includes CCTV, X-Ray Screening and metal detectors etc)
35.	Kitchen and Canteen facility for staff / crew
36.	Luggage Trolleys

5. OBLIGATIONS OF AUTHORITY

(Note: the below is an indicative list, which is subject to expansion in the RFP/ CA)

In addition to and without prejudice to its obligations specified in the other provisions of this RFQ document, the

Authority shall during the Concession Period comply with the following obligations in respect of the Project Facility:

- i. All litigation involving the Project Site at Tiruvannamalai, prior to the Compliance Date and wherein the actions have been filed against the Authority, shall be deemed to be conducted solely by the Authority, at its expense and cost. The Concessionaire shall not be liable or responsible for the same in any manner. The Authority shall indemnify the Concessionaire and shall hold it harmless from and against any claim or cost that may arise as a result of any such litigation.
- ii. Monitor O&M Operations through O&M Steering Committee and hold meetings with Concessionaire whenever deemed necessary with the objective to improve O&M Operations
- iii. Resolve disputes amicably, at the first instance, under the Concession Agreement.
- iv. Grant all Clearances which are necessary for the implementation of the

Project

- v. Accepts the Concessionaire's right to advertise and set up and display hoardings, billboards and other information panels at the Site/Project Facilities
- vi. Permit the Concessionaire to finance, construct, operate and maintain infrastructure at the Project Site, including without limitation sewers, drains, public conveniences, waste disposal facilities, laying of cables and pipelines and such other facilities and grant/facilitate the requisite Clearances for the same.
- vii. Facilitate the Concessionaire in liaising with the concerned Authorities, including in seeking assistance of traffic police and other government instrumentalities as necessary, against payment for the same at applicable rates by the Concessionaire.
- viii. Assist the Concessionaire in procuring police assistance for removal of trespassers and security on or at the Project Facility;

OBLIGATIONS OF CONCESSIONAIRE

6.

(Note: the below is an indicative list, which is subject to expansion in the RFP/ CA)

In addition to and without prejudice to or derogation of its obligations specified elsewhere in this RFQ document, the Concessionaire shall, without qualification, during the Concession Period observe, undertake, comply with and perform the following:

- i. Develop, design, finance, construct, operate and maintain the Project Facilities, in accordance with the terms of this RFQ document and the Concession Agreement, including without limitation, the Applicable Laws, terms of Clearance, Specifications and Standards and Good Industry Practices.
- ii. Procure all clearances and furnish appropriate particulars and details to such Authority
- iii. Organise the supervision, monitoring and control of the construction, operation and maintenance of the Project Facilities by the Subcontractors, if any
- iv. Periodically report to the Authority during the Concession Period as detailed in this Agreement.
- v. Achieve Construction Completion within 18 months of the Compliance

Date (from the date of signing of the Concession Agreement)

- vi.** Commence Commercial Operations of the Bus Terminal Infrastructure Project only upon Construction Completion of Project Facility, as certified by the Engineer, in consultation with the Authority.
- vii.** The Concessionaire shall, operate and maintain the Project facility, including its commercial facilities and amenities, for a period of 20 years and 6 months, from the date of Commissioning of the Project
- viii.** The Concessionaire at any given point in time, during the said concession period, can sublet on a leave and license basis the commercial facilities, for a maximum period of not more than 3 years consecutively, which can be further extended in the multiples of 3 years, at the option of the Concessionaire, which period shall not extend beyond the end of the concession period.
- xi.** The Concessionaire's main revenue stream will be the rent collected from all revenue generating commercial facilities and other paid Amenities.
- x.** The Concessionaire is responsible and mandated to collect the Bus Fees from the bus operators and the said Bus Fees, shall be deposited into the account of the Authority, on a daily basis. The said Bus Fees collected will not constitute and or form a part of the revenue stream of the Concessionaire.
- xi.** The Concessionaire shall install sub meters, in all the commercial facilities, at the rate fixed by TANGEDCO and collect electricity usage charges on actuals, from the tenants of the said commercial facilities, which shall be then paid by the Concessionaire to TANGEDCO. Further, the Concessionaire shall pay the electricity consumption charges used for and by the Amenities provided to the users, directly to TANGEDCO.
- xii.** Display advertisements on his own or permit other private agencies to display advertisements boards, on a rent payable, stipulated by the Concessionaire from time to time, as per the existing guidelines and regulations.
- xiii.** The Concessionaire shall provide paid parking facilities for two and four wheelers, as specified under the RFP.
- xvi.** The Concessionaire shall ensure that the Project is provided with uninterrupted power and water supply.
- xv.** At the end of concession period the Concessionaire shall transfer the Project to the Authority, as per terms set under the Concession agreement.

- xvi.** The Selected Bidder or concessionaire shall provide for the operation and maintenance, including providing and maintaining adequate manpower services, for the said the Project, Management as required, for theentireconcessionPeriodof22years.
- xvii.** The Concessionaire shall solely be responsible for revenue generation from the Project.
- xviii.** Make timely payments of Annual Concession Fees to the Authority in accordance with the terms of this Agreement.
- xix.** Not transfer or dispose off or otherwise alienate any of the Project Assets without the prior written approval of the Authority.
- xx.** Be responsible for safety, soundness and durability of the Project Facilities, including all structures forming part thereof and their compliance with the provisions of this Agreement.
- xxi.** Maintain the Project Assets in accordance with the terms of this Agreement with the objective of providing adequate service standards to the Users and ensuring that on the Transfer Date, the Project Facility is transferred to the Authority or its nominated agency in fair condition, subject to normal wear and tear, having regard to its construction life, use, materials used etc.
- xxii.** Provide a security and watch and ward service at the Site
- xxiii.** Ensure that the User Charges in respect of Project Facilities are in accordance with the Concession.
- xxiv.** Maintain the requisite insurance in respect of the Project Facilities.
- xxv.** Comply with its obligations under this Agreement in the event of the Termination or expiry of this Agreement/Concession Period due to efflux of time.
- xxvi.** Dispose at its expense the solid and other wastes etc
- xxix.** Provide to the Authority all executed documents required to be furnished along with the Application, including any related instruments, deeds, contracts, supplemental agreements and other such documents relating thereto and of any amendments, supplements or replacements etc. there of within 15 (fifteen) days of the execution or such amendment etc.
- xxx.** Not make any replacement, modification or amendment to any of the documents required to be furnished along with the Application, at any time without the prior written consent of the Authority if such replacement, modification or amendment has or may have the effect of imposing or increasing any financial liability or obligation on the

Authority and in the event that any replacement, modification or amendment is made without such consent, the Concessionaire shall not enforce such replacement, modification or amendment nor permit enforcement thereof against the Authority.

- xxxiii.** The Concessionaire shall be liable to pay to the concerned Authorities the electricity, water, sewerage, power, telephone, sanitation and other applicable utility expenses, charges and rates, including penalties for delay or default in payment, at the rates applicable from time to time, in respect of the use of such utilities for the Project Facilities and indemnify and keep indemnified the Authority in this respect.
- xxxiv.** The Concessionaire shall indemnify and keep indemnified the Authority, its employees and consultants from and against any claim, liability, cost, suit or legal proceeding and attorney costs arising in any manner from the implementation of the Project.
- xxxv.** The Concessionaire shall pay or ensure payment of all present and future applicable taxes, charges, rates, assessments, duties, levies, fines, cesses, penalties and other outgoings, including property and municipality taxes from time to time during the Concession Period to the Competent Authorities in respect of the Project Facilities/Project Site.
- xxxvi.** The Concessionaire shall make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement/implementation of the Project and shall be the principal employer in respect of such labour and personnel.
- xxxvii.** The Concessionaire shall pay liquidated damages to Authority for the occurrence of events as would be mentioned under this Concession;
- xxxviii** Appoint and retain in respect of the Project Facility during the Concession Period the key personnel listed by name and title set out in approved O&M manual.
- xxxix.** Complete the construction of the Project Facilities within the time specified in the Agreement

7. OBLIGATIONS OF PARTIES

Each Party shall:

- i.** Comply with and perform its respective obligations under the Concession and shall work and cooperate in good faith with the other Party.
- ii.** Comply with its respective obligations under the Environment

8. BRIEF DESCRIPTION OF BIDDING PROCESS

- 8.1.** The Authority intends to follow a two-stage bidding process for selection of the Bidder for the Project, comprising of a **Qualification Stage**, followed by a **Proposal Stage**.
- 8.2.** A pre-bid meet will be held, before submission of applications, by the interested developers. Queries with respect to the project may be sent through email, at the address provided in this RFQ document.
- 8.3.** During the Qualification stage Bidders would be required to furnish the information specified in this RFQ Document.
- 8.4.** This RFQ deals with the first stage (Qualification Stage) and at the end of this stage the Authority will announce the shortlisted Bidders for the next stage (Proposal Stage), who would then be invited to submit detailed proposals (Proposal), including financial proposals, in respect of the Project, in accordance with a Request for Proposal (RFP) Document.
- 8.5.** During the Proposal Stage, short-listed Bidders (Bidders) would be expected to examine the Project in further detail, and to carry out such studies, as they may deem fit and proper, to submit proposals for the implementation of the Project.
- 8.6.** The Project would be awarded to the Successful Bidder, after evaluating the Proposals, on the basis of the bidding criteria specified in the RFP document, for the Project.
- 8.7.** Further details of the process to be followed at the Proposal Stage, including the bid parameters, would be spelt out in the RFP Document (to be issued to short-listed Bidders).

SELECTION PROCESS AND INSTRUCTIONS TO BIDDERS

- 9. Scope of RFQ**
- 9.1.** Shortlist experienced and capable Bidders for the RFP stage.
- 9.2.** Shortlisted Bidders would be subsequently invited to submit the

proposal in respect of the Project(s).

10. ELIGIBLE BIDDERS

- 10.1. The Bidder shall be a single Business Entity incorporated as a Public/Private Limited Company, incorporated under the Companies Act, 2013.
- 10.2. The Bidder shall be a Developer with a demonstrated experience of having executed at least one project under the category of Eligible Projects listed under Clause 35.2, with the capital **cost (excluding the cost of land) of not less than**
- (1) Rs. 22.61 crores for an Integrated Bus Stand Infrastructure Project during the last 10 years;** and having successfully operated the said project for more than 5 years consecutively, post it's Commercial Operations Date (COD);
- or**
- (2) Rs.60.30 crs for other eligible projects, during the last 10 years;** and having successfully operated the said project for more than 5 years consecutively, post it's Commercial Operations Date (COD);
- 10.4. The bidder shall demonstrate his ability and capabilities of undertaking and fulfilling all the requirements involved in designing, building, financing and operating projects as mentioned in Clause 10.2, by submitting documentary evidence, of his experience to have maintained the project, developed by him, for a period over 5 consecutive years and other requirements, as required under this RFQ.
- 10.5. The Bidder should submit a Power of Attorney, as per the format enclosed at Appendix1A, authorizing the signatory of the Applicant, to commit the Bidder.
- 10.6. Not with standing anything stated elsewhere in this document, the Authority shall have the right to seek updated information from the Bidders, to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility, in a manner that is satisfactory to the Authority.
- 10.7. Bidder may be disqualified if it is determined by the Authority that, at any stage of the bidding/selection process, the Bidder will be/is unable to fulfill the requirements of the Project or fails to continue to satisfy the Eligibility Criteria.
- 10.8. Supplementary information or documentations may be sought from Bidders, at any time or stage of the selection process and must be provided, within a reasonable time frame, as stipulated by the

Authority.

- 10.9.** Any entity who has been barred or disqualified either by GOI or GOTN or their Departments or agencies, from participating in any PPP Project(s) and such disqualification subsists as on the bidding date, such bidder shall be precluded from submitting his Application.

11. Number of Bids

- i.** In response to this RFQ, the Bidder is allowed to submit only one bid.
- No two or more Bidders shall be permitted to enter into Agreement with the same Construction Contractor and or with any subsidiary/affiliate/associate, of the Construction Contractor. Any and or all Bids of two or more Bidders, associated with the same Construction Contractors or any of his subsidiary/affiliate/associate, shall be rejected on this ground.

12. Application Preparation Cost

The Bidder shall be responsible for all of the costs associated with the preparation of its Application and its participation in the Selection process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the qualification process.

13. Project Inspection and Site Visit

- 13.1.** Bidders are encouraged to submit their respective Bids, only after visiting the Project site and ascertaining for themselves the site conditions, the soil and its substrata specifications, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, metrological data, applicable laws and regulations, and any other matter considered relevant by them, in respect of the Site, the Project and or any other relevant matter and their inter phase with the same.
- 13.2.** Site visit may be facilitated by the Authority, upon receiving a written request from the prospective Applicants, 3 days prior to the visit. The Authority shall exercise their discretion in facilitating such site visits, depending on the availability of the concerned officials and or any other such reasons, as may deem fit to the Authority.
- 13.3.** It would be deemed that by submitting the Application, the

Applicant has:

- (a) Made a complete and careful examination of the RFQ and
- (b) Received all relevant information requested from the Authority.

13.4 The Authority shall not be held liable for any mistake or error on the part of the Bidder in respect of the above.

14. Right to Accept or Reject or Disqualify any or all Applications

14.1. 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 the Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons, thereof.

14.2. The Authority reserves the right to reject any Application if:

- a. At any time, a material misrepresentation is made or uncovered;
- b. The bidder does not respond promptly and thoroughly to requests for supplemental information, sought for the Authority, as required by the evaluation of the Application;
- c. Such misrepresentation / improper response would lead to the disqualification of the Applicant.

15. Contents of RFQ

The RFQ Document comprises the contents as given in the Table of Contents and would additionally include any Add end a issued in accordance with the provisions of this Document.

16. Clarifications

Interested parties may address their queries relating to the RFQ by email only at commr.thiruvannamalai@tn.gov.in The queries should reach the Authority latest by **29.04.2020** The Authority would endeavour to respond to the queries by the date mentioned in the Schedule of Bidding Process. The responses will be sent by fax/email.

17. Amendment of RFQ

- 17.1** At any time prior to the deadline or submission of the Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications, requested by a prospective Applicant, modify the RFQ, by the issuance of an addendum or corrigendum
- 17.2** Any addendum or corrigendum thus issued, will be sent in writing to all those who have purchased the RFQ document and shall also be uploaded in the <https://tntenders.gov.in>

18. Language

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

19. Currency

The currency for the purpose of the Application shall be the Indian Rupee (INR). The original figures in the relevant foreign currency and the INR equivalent thereof must be given. The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on 30.09.2019

The Authority reserves the right to use any other suitable exchange rate for the purposes of uniform evaluation for all Bidders.

20. Validity of the Bi

The bid shall remain valid for a period not less than 180_ days from the Application Due Date. The Authority reserves the right to reject any bid, which does not meet this requirement.

21. Format and Signing of the Bid

- 21.1.** The Bidder is required to provide all relevant information, as per this RFQ.

- 21.2.** The Authority shall evaluate only those bids that are received in the required format and are complete in all respects.
- 21.3.** The Bidder shall submit the Application, along with all eligibility documents online. In addition, the Bidder shall furnish one original set of hard copies of the documents, clearly marked as “ORIGINAL”. In the event of any discrepancy between the original and the scanned copy of Application submitted online, the “hard copy” shall prevail.
- 21.4.** The RFQ and its copies shall be typed or written in indelible ink and each page shall be initialled and stamped by the Applicant. All the alterations, omissions, additions, or any other amendments made to the Application, shall be initialled by the person(s) signing the said document.

22. Sealing and Marking of Applications

- 22.1.** The Bidder shall seal the original hard copies of the documents in an envelope and duly mark the same as "ORIGINAL", which shall then be sealed in an outer envelope, super scribing thereon 'APPLICATION FOR CONSTRUCTION OF NEW BUS STAND INFRASTRUCTURE FACILITY, AT TIRUVANNAMALAI, TAMIL NADU and also the name(s) of Applicant.
- 22.2. Each application(original and copy) shall contain:**
- i. Power of Attorney for the signing authority, as per the format enclosed at Appendix 1A.
 - ii. Applicant details(Appendix 2)
 - iii. Application in the prescribed format(Appendix 3), along with necessary documents;
 - iv. Completed Format for Experience as in Appendix 4(BRS 1 to 2), along with supporting documents.
 - v. Completed Format for Financial Capability Evaluation as in Appendix 5 (BRS 3 & 4) and Appendix 7, along with supporting documents.
 - vi. Format of Anti Collusion certificate as in Appendix 8.
 - vii. Format of Project Undertaking as in Appendix 9
 - viii. Documentary evidence, if applicable, relating to experience of group companies/associates.

- ix. In case the bidder has aligned with other institutions, to undertake the captioned Project, in which event, the Bidder is required to furnish the Agreement (s) entered into by and between the necessary parties involved.

22.3. The Bidder shall also enclose in a separate envelope, which shall be placed inside the outer envelope, a demand draft for Rs 10,000/- (Rupees ten thousand only), drawn in favour of Commissioner Tiruvannamalai Municipality, payable at Tiruvannamalai, from any scheduled bank, towards non – refundable Processing Fee. Application unaccompanied by this demand draft will not be considered for evaluation and short-listing.

The envelope shall be addressed to

The Commissioner,
Tiruvannamalai Municipality,
Tamil
Nadu
PIN

22.4. If the envelope is not sealed and marked as instructed above, the Authority assumes so responsibility for the misplacement or premature opening of the contents of the Application submitted.

23. Application Due Date

Applications should be submitted before **15.00 Hrs** IST, on the Application Due Date, along with scanned copy of Bid Security and Application, mentioned in the Schedule of Bidding Process, at the address provided above in the manner and form as detailed in this RFQ.

Applications submitted by either facsimile transmission, tele xore-mail will not be considered for evaluation and short listing. However, the Authority reserves the right to extend the RFQ Due Date and Time, at any time prior to opening of RFQ Applications; in such cases the RFQ applications received prior to such extension shall not be opened. Further if the RFQ document is materially modified along/during such extended period, the RFQ application received prior to extension shall bere turned to the Applicant sand appropriate time shall be allowed for resubmission of the Applications.

24. Late Applications

- 24.1.** Applications received after the Application Due Date shall not be considered.

25. Modifications/ Substitution/ Withdrawal of Proposals

- 25.1.** The Bidder may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdraw a lis received by the Authority before the Application Due Date and time.
- 25.2.** No Application shall be modified or substituted or withdrawn by the Applicant, after the Application Due Date and time
- 25.3** In the event more than one Applicant submit the Application from the same IP address, in which even, the Applicants, who has submitted from the same IP address, shall be rejected
- 25.4.** Any and or all Bids of two or more Bidders, associated with the same Construction Contractors or any of his subsidiary/affiliate/associate, shall be rejected on this ground.

26. Evaluation of Application - Due Date

The Authority would open the RFQ after **15.30 hrs** IST, on the Application Due Date, mentioned in the Schedule of Bidding Process, for the purpose of evaluation.

27. Evaluation of Application – Criteria

The Authority would subsequently examine and evaluate Applications in accordance with the criteria set out in RFQ.

28. Evaluation of Application – Supporting Documents

The Authority reserves the right to call for supporting documentation to verify the data provided by Bidders, at any time

during the Evaluation process. The Bidder in such cases would need to provide the requested clarification/ documents promptly and within the stipulated time failing which the Bidder is liable to be disqualified at any stage of the Evaluation process.

29.

Evaluation of Application - Right to Reject

The Authority reserves the right to reject any Bid if:

- a. At any time, a material misrepresentation is made or uncovered;
or
- b. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Application.

30.

Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process.

The Authority will treat all information submitted as part of RFQ in confidence and would require all those who have access to such material to treat the same in confidence.

The Authority will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

31.

Tests of Responsiveness

31.1.

Prior to evaluation of the Bid, the Authority will determine whether each Application is responsive to the requirements of the RFQ. A Bid shall be considered responsive if:

- a) It is received by or before the RFQ Due Date, including any extension thereof, pursuant to the conditions set out under this RFQ.
- b) It is accompanied by the letter of intent (Appendix6), if applicable, (to form a consortium and submission of MOU duly supported by Board Resolution and charter documents before the RFP submission deadline).
- c) It contains information required as per Appendix 3,4 (BRS 1 to 2), 5

(BRS 3 to 4) and 7,

- d) It is accompanied by Demand Draft of Rs.10000/- (Rupees Ten Thousand Only) towards payment for Submission of Bid for Request for Qualification.
- e) 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.

32.

Clarifications

To facilitate evaluation of the Application, the Authority may at its sole discretion, seek clarifications in writing from any Applicant regarding its Bid.

33.

Qualification and Notification

After the evaluation of the Application, the Authority would announce a list of shortlisted Applicants who meet the Qualification Criteria. At the same time, the Authority would notify the other Applicants, that their bids have been unsuccessful. The shortlisted Applicants would then be requested to submit a detailed Proposal in the form and manner to be set out in the RFP Document.

CRITERIA FOR EVALUATION

34.

Evaluation Parameters

- 34.1.** The Bidder's competence and capability is proposed to be evaluated by the following parameters:
 - (a) Technical Experience
 - (b) Financial capability factor, in terms of:
 - i. Turnover
 - ii. Net worth
 - iii. Net cash accruals
- 34.2.** On each of the separameters, the Bidder would be required to meet the evaluation criteria as detailed in this Section. Bidders meeting all the criteria shall be qualified for further evaluation of the Proposal.

35.

Technical Experience**35.1.**

For the purpose of this RFQ, the applicant shall be a single entity and will be valued on the following:

Sl. No.	TYPE OF CAPACITY	REQUIREMENT
1	Bidder	<p>The Bidder shall be a Developer with a demonstrated experience of having executed at least one project under the category of Eligible Projects listed under Clause 35.2, with the capital cost (excluding the cost of land) of not less than</p> <p>(a) Rs. 22.61 crores for an Integrated Bus Stand Infrastructure Project during the last 10 years; and having successfully operated the said project for more than 5 years consecutively, post its Commercial Operations Date (COD);</p> <p>Or</p> <p>(b) R 60.30Cr for other eligible projects during the last 10 years; and having successfully operated the said project for more than 5 years consecutively, post its Commercial Operations Date (COD);</p>
2	Operation and Maintenance Experience (in terms of area)	<p>1. The Applicant shall demonstrate the experience of having Operated and Maintained any project (s), with a minimum built up area, twice the size of the current Project, for more than 5 years consecutively, post completion and commencement of the project.</p>

2. The details of the same shall be furnished as required under Clause 22.

Unlike the Construction Contractor, mentioned above, the Bidder shall finalise the Operation and Maintenance Contractor, not later than 90 days before the Commercial Operations Date (COD)

35.2. Eligible Project

- a) Projects awarded and under execution/ completed during the last 10 financial years, shall only be considered.
- b) Only eligible projects should be considered for evaluation of the technical experience.
- c) Eligible Projects shall include infrastructure projects such as, Integrated Bus Stand Facility Project, national highways and express way, airports, refineries and pipe lines there of, railways, ports, power, telecom, industrial parks, SEZs, any commercial facility consisting of building with RCC structures and concrete pavement capable of bearing load such as transport vehicles/ passenger busses; Integrated/ Hi-tech Township, Malls, Movie Theatres, Convention Centres, minimum of 100 Bed Hospitals, etc.

35.3. Documentary evidence in the form of a CA certificate (Appendix4)- Bid

35.4. Response Sheet - 1 must be submitted at the RFQ stage but before RFP submission dead line the following must be submitted:-

- a) A certificate from the appropriate authorities of respective clients should be submitted, in support of the above incise of completed projects.
- b) Relevant pages of the Contract Agreement, in projects which are awarded and under execution. Relevant pages shall mean the Preamble of this contract agreement (CA) detailing the Parties and the last pages detailing the signatories.
- c) A copy of the Work Order/Letter of Award in cases where the work has been awarded within three months before the Application Due Date.

36. Details of Experience

- 36.1.** The Bidder should furnish details of technical experience as on the date of submission of Application as per Appendix 4, Bid Response Sheet No.1.
- 36.2** The Applicant must provide the necessary project specific information as per Appendix4, Bid Response Sheet No.2.
- 36.3** The Applicant who meets the eligibility criteria as prescribed in clause 35 and 37, shall be short listed and shall be eligible to participate in the RFP stage.

37. Financial Capability

37.1 The financial capability of the bidder will be evaluated on the basis of

- (a) Turnover
- (b) Net Worth and
- (c) Net Cash accruals

The Applicant shall provide information regarding the above, based on audited annual financial statements.

37.2. The Application must be accompanied by the audited Balance Sheet and Profit and Loss Statement of the Applicant (in line with Appendix5), for the last three (3) Financial Years

38. Evaluation Criteria for Financial Capability

APPENDIX 1A

FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL

(On a Stamp Paper of appropriate value)

POWEROFATTORNEY

Know all men by these presents, we **(name and address of the registered office)** do here by constitute, appoint and authorize Mr./Ms. **(name, address of residence and proof of identity)** who is presently employed with us and holding the position of **(designation)**, and on our behalf, to do such acts, deed sand things necessary in connection with or incidental to our proposal for the **[insert name of project]** on the Design, Build, Finance, Operate and Transfer (DBFOT mode) basis, in the State of Tamil Nadu, including signing and submission of all documents and providing information/ responses to Commissioner, Tiruvannamalai Municipality, representing us in all matters before the Authority, and generally dealing with the Authority, in all matters in connection with our proposal, for the said Project.

We here by agree to ratify all such acts, deeds and things law fully done by our said at tourney pursuant to this Power of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done byus.

Accepted

For -----

(Signature)

(Name, Title and Address of the Attorney)

Company seal & stamp

(Signature)

(Name, Title and Address)

Notes:

- 1. To be executed by the sole Applicant duly supported by a Board Resolution*
- 2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the Person executing this Power of Attorney for the delegation of power here under on behalf of the Applicant.*

**APPENDIX 2
FORMAT OF DETAILS OF APPLICANTS
DETAILS OF BIDDER**

1.
 - (a) Name
 - (b) Place of In corporation
 - (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 line of business and proposed roles and responsibilities in this Project.
- 3 Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone No:
 - (f) E-mail Address:
 - (g) Fax No:
 - (h) PAN Card No
- 4 Details of individual (s) who will serve as the point of contact/communication for the Authority, within the Company
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone No.
 - (e) E-mail address:
 - (f) Fax No.
- 5 Name/ Role, Function and Scope of Work in the Project of the Entities engaged by the Bidder, to participate in the said Project.
 - (a) Construction Contractor:

(Please mention NA in case of the Bidder/ Applicant is the Construction Contractor)
 - (b) Operations and Management (O & M) Contractor:

(Please mention NA in case the Bidder/ Applicant is the O & M Contractor)
 - (c) Project Architect:

APPENDIX 3
FORMAT FOR LETTER OF APPLICATION
[On the Letter Head of the Bidder]

Date:-----

The Commissioner
Tiruvannamalai Municipality,
Tamil Nadu –
PIN

**Sub: Bus Stand Project on Design, Build, Finance, Operate and Transfer (DBFOT)
basis o f P P P M o d e**

Sir,

Being duly authorized to represent and action behalf of (here in after referred to as "the Bidder"), and having reviewed and fully understood all of the qualification requirements and information provided, the under signed here by expresses it's inter stand apply for qualification for the Project.

We are enclosing our Proposal, in one Original, with the details as per there quirements of the RFQ Document, for your evaluation.

The under signed here by also declares that the statements made and the information provided in the Application are complete, true and correction every detail.

We confirm that then Application is valid for a period of 180 days from the due date of submission of Application Due Date and unconditional.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title and Address of the Bidder)

Company seal & stamp

APPENDIX 4

INFORMATION RELATED TO EXPERIENCE

FORMAT FOR ESTABLISHING EXPERIENCE OF BIDDER

BID RESPONSE SHEET - 1

S.No	Name of the Project	Nature of the Project	Project		Date of			Authority for whom carried out	Equity holding at the time of execution/construction/operations
			Location	Cost Rs.crores	Award	Commencement	Completion		

Note:

1. *Only the eligible projects that satisfy technical criteria shall be included.*
2. *All the Financial numbers are to be given in INR*
3. *The format shall be filled up for each Entity engaged by the Bidder, to participate in the said Project*

(Signature of Authorised Signatory)

Company seal & stamp

Signature,
Name, Address and Membership No. of Chartered Accountant

BIDRESPONSESHEET2

Name of Bidder:	
1.	Name of Contract
2.	Name of Employer
3.	Employer's address, telephone and fax no.)
4.	Role (strike out which ever is not applicable) Developer/ Lead contractor / Subcontractor
5.	Value of the Total Contract (in specified currencies and INR)
6.	Value of the Bidder's Contract (in specified currencies and INR)
7.	Certified Billing still date (in specified currencies and INR and exchange rate)
8.	Date of Award
9	Date of Commencement of Project/Contract
10.	Date of Completion/Commissioning

(Signature of Authorised Signatory)

Company seal & stamp

Instructions

1. Information provided in this section is intended to serve as a backup for information provided in accordance with Appendix 4, Bid Response Sheet1.
2. The Projects cited must comply with the eligibility criteria specified in the RFQ Document.
3. A separate sheet should be filled for each of the Eligible Projects.

APPENDIX 5

**FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE BIDDER
BIDRESPONSE SHEET3**

Format for Financial Capability of Single Entity Bidder Turnover, Net Worth and Net Cash Accruals

Net Worth (Rs.Crores)	Net Cash Accruals(CA) (Rs.Crores)			Turnover (Rs.Crores)		
	Year	Year	Year	Year	Year	Year
As on 31.3.19						

Net worth is as at the closing day of the latest financial year and hence only one data

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership No.of Chartered Accountant

[NOTE: The Application shall attach the audited Annual Financial Statements for the last three(3) Financial Years as a proof of financial capability]

BID RESPONSE SHEET 4**Format for Financial Capability of Bidder and Entity engaged by the Bidder in the Project ; Turnover, Net worth and Cash Accruals**

Bidder Type	Turnover (Rs.Crores)			Net Worth (Rs.Crores)	NetCashAccruals(CA)(Rs.crores)			
	Year 1	Year 2	Year 2	As on 31 st March19	Year 1	Year 2	Year 3	Total CA
Construction Contractor (s)								
O & M Contractor (s)								
Project Architect								
Total								

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership No.of Chartered Accountant

[NOTE: (1) In case of any Associate being an individual, in which event, only the Net Worth should be specified in the table above. NA shall be mentioned against the turn overs and Net Cash Accruals]

APPENDIX 6

GUIDELINES FOR PROVIDING INFORMATION RELATED TO FINANCIAL CAPABILITY

1. The Bidder should provide the Financial Capability based on its own audited financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
2. Instructions for calculation of Financial Capability:
 - (a) Net Cash Accruals = (Profit After Tax + Depreciation + Other non-cash expenditure)
 - (b) Net Worth = Subscribed and Paid-up Equity (including Share Premium, if any) + Reserves – Revaluation Reserves-Miscellaneous expenditure not written off- Deferred Revenue Expenditure - Deficit in Profit & Loss Account
 - (c) The financial year would be the same as followed by the Bidder for its annual report. Year 1 will be the last Financial Year. Year 2 shall be the year immediately preceding Year 11 **and so on**
 - (d) The Bidder shall provide audited Annual Financial Statement as required under this RFQ Document. The audited Annual financial statements of the Entity engaged by the Bidder in the Project shall also be provided.

NOTE: The Financial Details may be presented in the below mentioned manner

SN	Particulars as per the Audited Balance Sheet	Year3	Year2	Year1	TOTAL
1	Profit After Tax(PAT)				
2	Depreciation				
3	Other non-cash expenditure				
4	Subscribed and Paid up Equity				
5	Reserves				

6	Revaluation reserves				
7	Miscellaneous expenditure not written off				
8	Deferred Revenue Expenditure				
9	Deficit in Profit & Loss Account				
10	Net Cash Accruals= (1+2+3)				
11	Net Worth= (4+5-6-7-8-9)				

(Signature of Authorised Signatory)

Company seal & stamp

APPENDIX 7

FORMAT FOR ANTI-COLLUSION CERTIFICATE

[To be submitted on the letter head of the bidders]

Anti-Collusion Certificate

Date:-----

The Commissioner
Tiruvannamalai Municipality
Tamil Nadu
PIN

**Sub: Bus Stand Infrastructure Project, at Tiruvannamalai Town,
on a Design, Build, Finance, Operate and Transfer (DBFOT) basis of PPP mode**

Sir,

We here by certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, Restrictive or monopolistic trade practice.

We further confirm that we have not offered or will offer any illegal gratification in cash or kind to Any person or agency in connection with the instant Bid.

Dated this day of _____

Name of the Bidder Signature of the Authorised Person

APPENDIX 8

FORMAT FOR PROJECT UNDERTAKING

[To be submitted on the letter head of the bidder]

The Commissioner
Tiruvannamalai Municipality
Tamil Nadu
PIN

Sub: Bus Stand Infrastructure Project, at Tiruvannamalai Town, on a Design, Build, Finance, Operate and Transfer (DBFOT) basis of PPP Mode

Sir,

We have read and understood the Bid Document in respect of the captioned project provided to us by the Commissioner, Tiruvannamalai Municipality, Tamil Nadu

We here by agree and undertake as under:

Not with standing any qualifications or conditions, whether implied or other wise, contained in our Bid we here by represent and confirm that our Bid is unqualified and unconditional in all respects.

We are not barred by the Government of India or the Government of T a m i l N a d u or their Departments or Agencies from participating in any projects (DBFOT or otherwise).

Dated this Day of

Name of the Bidder

Signature of the Authorised Person

Company seal & stamp

APPENDIX 9

FORMAT FOR AGREEMENT

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

This Agreement entered into this day of 20... at Between (hereinafter referred as" ") and having office at, India Party of the First Part And (hereinafter referred as" ") and having office at Party of the Second Part

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

WHEREAS The Commissioner, Tiruvannamalai Municipality, Tamil Nadu has invited Request for Qualification (RFQ) from entities interested in Bus Stand Infrastructure Project.

AND WHEREAS the Parties have had discussions for Bidding for the said Project and have reached an understanding on the following points, with respect to the Parties' rights and obligations, towards each other and their working relationship.

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

1. That the Parties shall carry out all responsibilities to fulfil the scope of work, as specified in the RFQ and undertaken by the bidder.
2. That the roles and their possibilities of each Party at various stages of the Project, shall be as follows:

Name of Member	Type of Member	Role & Responsibility
1.M/s.		
2.M/s.		

That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

The Party representing as the Developed and the Construction Contractor are barred from participating as part of any other Applicant, bidding for this Project.

That this Agreement shall be governed in accordance with the laws of India and courts in Chennai shall have exclusive jurisdiction to adjudicate disputes arising from the terms here in.

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

Witness:

- (1) First Party
- (2) Second Party

Company seal & stamp

[NOTE: The Bidder shall enter into the above Agreement with each Entity engaged by him in the Project and the same as a part of the Application]