

**DEVELOPMENT OF CIRCULAR SHAPE AUTOMATIC/ROBOTIC TYPE  
MULTI LEVEL CAR PARKING, INCLUDING ROOF TOP RESTAURANT,  
COMMERCIAL UNITS, DRIVE IN RESTAURANT, CHILDREN'S PARK  
AND BUS PARKING BAY, AT SIRUSERI NEAR SIPCOT JUNCTION  
IN OMR, CHENNAI**

**On  
Design, Build, Finance, Operate and Transfer  
(DBFOT) Basis**

**February 2016**

**VOLUME – I - RFQ-cum-RFP Document**

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**This section specifies procedures to be followed by Bidders in preparation and submission of their  
Proposals and provides information on submission, opening, evaluation of Proposals and award of  
Project**

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**TAMIL NADU ROAD DEVELOPMENT COMPANY LTD.**

**INVITATION FOR PROPOSALS**

**(NATIONAL COMPETITIVE BIDDING UNDER SINGLE STAGE BIDDING PROCESS)**

**Tender No. TNRDC/CD/002/16dated 01.02.2016**

**“PROPOSED DEVELOPMENT OF CIRCULAR SHAPE AUTOMATIC/ROBOTIC TYPE MULTI LEVEL CAR PARKING, INCLUDING ROOF TOP RESTAURANT, COMMERCIAL UNITS, DRIVE IN RESTAURANT, CHILDREN’S PARK AND BUS PARKING BAY, AT SIRUSERI, NEAR SIPCOT JUNCTION, IN OMR, CHENNAI, UNDER DBFOT BASIS”**

Government of Tamil Nadu proposes development of Multilevel Car Parking cum Commercial Complex, Siruseri Near Chennai in Tamil Nadu, TNRDC is the Nodal agency for the project. TNRDC has earmarked 20112 sq.mt of vacant land for development of Multi Level car Parking Complex under PPP Mode. This area is located at Siruseri, Near SIPCOT IT PARK of Chennai City.

Foreseeing the increase in the number of vehicles on the road, which will be translating into increase in the demand of appropriate parking space in the city Chennai had took an initiative towards the decongestion of the city and proposes to develop fully automated Robotic multilevel parking facility of international standard of capacity for 632 ECS at the proposed site. The developer will be permitted to develop a commercial complex to make the project viable and self-sustainable. The development of the project is on Design-Build-Finance-Operate and Transfer (DBFOT) basis under which the developer will Design, Finance, Construct, Maintain and Operate the project.

TNRDC invites Proposals from the eligible developers either on their own or in consortium of up to three members, for being shortlisted for the issue of Request for Proposal (RFP) Document. Brief particulars of the Project are as follows:

Name of the project	Site Area (in Acres)	Estimated Project Cost (in INR)	Concession Period	EMD / Bid Security value (Rs)
<i>Development of Circular Shape Automatic/Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children’s Park and Bus Parking Bay, at Siruseri, Near SIPCOT Junction, in OMR, Chennai, On Design, Build, Finance, Operate and Transfer (DBFOT) basis</i>	4.91 Acres	INR 187.26 Crores	20 Years (including the 24 months Construction period)	Rs. 1,87,26,000/-

Request for Proposal(RFP) document can be obtained between **10.00 hrs** and **17.00 hrs** on allworking days from **2<sup>nd</sup> February 2016** to **29<sup>th</sup> February, 2016** at the address for communication mentioned below on payment of Non-Refundable Fee of **INR 50,000/- (Rupees Fifty Thousand Only)** by way of a Demand Draft drawn in favour of **M/s. Tamil Nadu Road Development Company Ltd.**, payable on any scheduled bank in **Chennai**. Alternatively, the RFP document can also be downloaded from [www.tnrdc.com](http://www.tnrdc.com) and in such cases; the bidders will be required to pay the Non-Refundable Fee as mentioned above, at the time of submission of proposals. The proposals shall be submitted through **Two-Cover System (Technical and Financial Proposals in separate envelopes)** Sealed proposals should reach at the following address not later than **2<sup>nd</sup> March 2016 at 1500 Hrs (IST)**

**Address for Communication**

**Chief General Manager, Tamil Nadu Road Development Company Ltd.**

Regd. Office : No.171, II Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road, (Near Greenways Road MRTS Station), Raja Annamalai Puram, Chennai 600 028.

**Phone:** 91-44-2495 2800 / 3800, **Fax:** 91-44-2493 3800 **E-Mail :** [tenders@tnrdc.com](mailto:tenders@tnrdc.com)

**Web :** [www.tnrdc.com](http://www.tnrdc.com)

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## **Disclaimer**

1. The information contained in this bid document (the “**RFQ-cum-RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Tamil Nadu Road Development Company (“**Authority**” or “**TNRDC**”) or any of its employees or advisors or any other body corporate/organization/individuals nominated by it, is provided to Bidder(s) on the terms and conditions set out in this RFQ-cum-RFP and such other terms and conditions subject to which such information is provided.
2. This RFQ-cum-RFP is not an agreement and is neither an offer nor invitation by TNRDC to the prospective Bidders or any other person. The purpose of this RFQ-cum-RFP is to provide interested parties with information that may be useful to them in making their proposal (“**Proposal**”) pursuant to this RFQ-cum-RFP. This RFQ-cum-RFP includes statements, which reflect various assumptions and assessments arrived at by TNRDC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ-cum-RFP may not be appropriate for all persons, and it is not possible for TNRDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ-cum-RFP. The assumptions, assessments, statements and information contained in the Bid Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ-cum-RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFQ-cum-RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TNRDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. TNRDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ-cum-RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ-cum-RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ-cum-RFP or arising in any way for participation in this bidding process.

5. TNRDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ-cum-RFP.
6. TNRDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ-cum-RFP.
7. The issue of this RFQ-cum-RFP does not imply that TNRDC is bound to select a Bidder or to appoint the Selected Bidder or Developer, as the case may be, for the Project and TNRDC reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposals including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by TNRDC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and TNRDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

## **CHAPTER 1 - DEFINITIONS**

“**Agreement Period**” shall have the meaning set forth in Clause 2.2.4 of this RFQ-cum-RFP.

“**Anti-Collusion Certificate**” shall be referred to Appendix V of this RFQ-cum-RFP.

“**Annual Payment**” shall have the meaning set forth in Clause 4.1.1 of this RFQ-cum-RFP.

“**Associate**” shall have the meaning set forth in Clause 3.2.13 of this RFQ-cum-RFP.

“**Authority**” or “**TNRDC**” shall have the meaning set forth in Disclaimer of this RFQ-cum-RFP

“**Bank**” shall mean any Scheduled Bank in India

“**Bank Guarantee**” shall mean the Guarantee provided by the Bidder in the format provided at Appendix – II of this RFQ-cum-RFP.

“**Bidder**” shall have the meaning set forth in Clause 3.1.2 of this RFQ-cum-RFP.

“**Bid Documents**” shall have the meaning set forth in Clause 2.2.10 of this RFQ-cum-RFP.

“**Tender Document Fee**” or “**Bid Document Fee**” shall have the meaning set forth in Clause 2.2.9 of this RFQ-cum-RFP.

“**Bidding Process**” shall have the meaning set forth in Clause 2.3.1 of this RFQ-cum-RFP.

“**Bid Security**” shall have the meaning set forth in Clause 3.11.1 of this RFQ-cum-RFP.

“**Business Plan**” shall mean plan submitted by the Bidder for Design, Build, Operation and Maintenance of the Project in accordance with the Scope of Work and as provided under Appendix – IX of this RFQ-cum-RFP.

“**Condition Precedents**” shall have the meaning set forth in the Concession Agreement.

“**Conflict of Interest**” shall have the meaning set forth in Clause 3.2.12 of this RFQ-cum-RFP.

“**Consortium**” shall have the meaning set forth in Clause 3.1.1 of this RFQ-cum-RFP.

“**DBFOT**” shall mean Design Build Finance, Operate and Transfer concession framework on which the Project is to be developed by the Concessionaire

“**Concessionaire**” shall have the meaning set forth in Clause 2.2.6 of this RFQ-cum-RFP.

“**Concession Agreement**” shall have the meaning set forth in Clause 2.2.6 of this RFQ-cum-RFP.

“**Development Rights**” shall have the meaning set forth in Clause 2.2.7 of this RFQ-cum-RFP.

“**Estimated Project Cost**” shall have the meaning set forth in Clause 2.2.3 of this RFQ-cum-RFP.

“**Experience Score**” shall have the meaning set forth in Clause 5.4.8 of this RFQ-cum-RFP.

“**Financial Proposal**” shall mean financial offer, offered by the Bidder in the format provided at Appendix – VIII of this RFQ-cum-RFP.

“**Financial Proposal Step**” shall have the meaning set forth in Clause 2.3.1 of this RFQ-cum-RFP.

“**Government**” shall mean the Government of India

“**Highest Bidder**” shall have the meaning set forth in Clause 4.1.3 of this RFQ-cum-RFP.

“**Lead Member**” shall have the meaning set forth in Clause 3.2.9 of this RFQ-cum-RFP.

“**LOI**” shall have the meaning set forth in Clause 5.8.3 of this RFQ-cum-RFP.

“**Member**” shall mean the Member of a Consortium.

“**PPP**” shall mean Public Private Partnership.

“**Performance Security**” shall have the meaning set forth in Clause 3.12.1 of this ;RFQ-cum-RFP.

“**Project**” shall mean the *“Development of Circular Shape Automatic/Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children’s Park and Bus Parking Bay, at Siruseri, Near SIPCOT Junction, in OMR, Chennai, On Design, Build, Finance, Operate and Transfer (DBFOT) basis”*.

“**Site**” shall have the meaning set forth in Clause 2.1.4 of this RFQ-cum-RFP.

“**Proposal(s)**” shall have the meaning as set forth in Disclaimer of this RFQ-cum-RFP.

“**Proposal Due Date**” shall have the meaning set forth in Clause 2.2.10 of this RFQ-cum-RFP.

“**Qualification Proposal Step**” shall have the meaning set forth in Clause 2.3.1 of this RFQ-cum-RFP.

“**Re.**” or “**Rs.**” or “**RS**” or “**INR**” shall mean the Indian Rupee.

“**RFQ-cum-RFP**” shall have the meaning set forth in Disclaimer of this RFQ-cum-RFP.

“**Selected Bidder**” shall have the meaning set forth in Clause 5.8.1 of this RFQ-cum-RFP.

“**Special Purpose Vehicle**” or “**SPV**” shall have the meaning set forth in Clause 3.2.8 of this RFQ-cum-RFP.



**“State Government”** shall mean the Government of Tamil Nadu.

**“Threshold Technical Capability”** shall have the meaning set forth in Clause 5.4.9 of this RFQ-cum-RFP.

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. The words and expressions beginning with capital letters and not defined herein, but defined in the RFQ-cum-RFP, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

## **CHAPTER 2 - INTRODUCTION**

### **2.1 Background**

- 2.1.1 TNRDC was set up with the mandate of developing initiatives in the road sector by catalyzing private sector resources and investments under Public-Private Partnership (PPP) framework. TNRDC's activities span the entire gamut from project conceptualization to implementation, operation and maintenance. The core strength of TNRDC is in formulating appropriate implementation and financing strategies for infrastructure projects so that they are implemented in an efficient and time bound manner while adhering to the costs and quality.
- 2.1.2 Chennai, one of the four metropolitan cities, is located on the South Eastern coast of India in North Eastern part of the Indian state of Tamil Nadu. It is bounded in the west by Vellore district and Thiruvannamalai district, in the north by Thiruvallur district and Chennai district, in the south by Villupuram district and in the east by the Bay of Bengal. The city is well connected with other cities and town by roadways, railways and airways.
- 2.1.3 TNRDC has proposed for the development of a Circular shape Automatic / Robotic type Multi – level car parking including Roof top restaurant, commercial units, Drive in restaurant, children's park and bus parking bay at siruseri near SIPCOT junction in OMR, Chennai, under DBFOT basis (the "**Project**"). Approximately 4.91 acres of land area has been proposed for the project. The detailed layout of the project site is provided at Annex 1 of schedule A of the Concession Agreement. TNRDC has decided to carry out bidding process for the selection of Concessionaire to whom the project may be awarded.
- 2.1.4 Siruseri is a south eastern suburb of Chennai, in Kanchipuram district, Tamil Nadu, located around 25 km south of the city, along Old Mahabalipuram Road. It is located between Navalur and Kelambakam. Siruseri roughly marks the end of the IT Corridor of Chennai along Old Mahabalipuram Road. The proposed site (the "**Site**") is at the junction of the OMR and the First Main Road for the SIPCOT IT Park. The site is located at the beginning of the IT Park making it a significant location for the development of such a structure incorporating all the parking needs, bus stop requirement of the Park and making it an attractive commercial destination in the area.

### **2.2 Key Features**

<b>S. No.</b>	<b>Item</b>	<b>Description</b>
a)	Area of Land	4.91 Acres
b)	Location	The site is located at latitude 12 <sup>o</sup> 49'56" North and longitude 80 <sup>o</sup> 13'42" East. The site is at the junction of the OMR and the First Main Road for the SIPCOT IT Park at Siruseri.
c)	Permissible Activities	As per the Zoning Regulations & DCR of Local Planning Authority.
d)	Available Infrastructure	There are few existing structures like, temporary shed, water tank are available in the Site besides that a Pond and trees are also present in this location.
e)	Facility Development	To develop a Circular shape Automatic / Robotic type Multi – level car parking mainly to meet the parking demand along with a Shopping Complex/Mall & other recreational places including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children's Park and Bus Parking Bay.

2.2.1 The Concessionaire shall develop the Project, as per the terms of the Concession Agreement, keeping in view the Authorities objective of Development of the Multi-Level Car Park & Retail Shopping Complex at the Site.

2.2.2 A broad overview of the Project is as follows :

Name of the Project	Site Area (in Acres)	Estimated Project Cost ( in INR Crore)
<i>Development of Circular Shape Automatic/Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children's Park and Bus Parking Bay, at Siruseri, Near SIPCOT Junction, in OMR, Chennai, On Design, Build, Finance, Operate and Transfer (DBFOT) basis</i>	<b>4.91 Acres</b>	<b>INR 187.26 Crores</b>

2.2.3 The estimated cost of the Project (the "**Estimated Project Cost**") has been specified in Clause 2.2.2 above. The assessment of the actual costs however, will have to be made by the Bidders.

2.2.4 The Concessionaire shall be given Development Rights for a period of **20 years** (the "**Agreement Period**"). The Agreement Period includes the Construction Period as defined in the draft Concession Agreement.

2.2.5 The Scope of work for the Concessionaire shall include the development of the Retail Shopping Complex in accordance with the terms of Concession Agreement.

2.2.6 The Selected Bidder shall form a Special Purpose Vehicle, incorporated as a company under the Companies Act, 2013 prior to execution of the Concession Agreement (the "**Concessionaire**"), and shall be responsible to Design, Build, Finance, Operate and Transfer (DBFOT) the Project under and in accordance with the provisions of Contract Agreement (the "**Concession Agreement**"), to be entered into between the Concessionaire and TNRDC in the form provided by TNRDC as part of the Bid Documents pursuant hereto.

2.2.7 The Concession Agreement sets forth the detailed terms and conditions for the grant of development rights to the Concessionaire for the execution of the Project, including the scope of the Concessionaire's services and obligations ("**Development Rights**").

2.2.8 The statements and explanations contained in this RFQ-cum-RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFQ-cum-RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement, the Development rights to be awarded pursuant to this RFQ-cum-RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Documents including this RFQ-cum-RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by TNRDC.

Further, in case of any inconsistency or contradiction between the provisions of the Concession Agreement and the RFQ-cum-RFP, subject to the Clauses 3.2.2, 3.6.4 and 7.1 of the RFQ-cum-RFP the provisions of the Concession Agreement shall prevail.

2.2.9 The interested parties may purchase the Tender Documents from the address mentioned in Clause 6.3.7 or may be download the same from the website [www.tnrdc.com](http://www.tnrdc.com). The interested party(/ies) will have to pay an amount of **INR 50,000/- (Rupees Fifty Thousand Only)** in the

form of a Demand Draft (the "**Tender Document Fee**") from any Nationalized/Scheduled Bank in favour of "**Tamil Nadu Road Development Company Ltd.**" payable at **Chennai**.

The Interested party(/ies) shall pay the above Tender Document fee on or before the scheduled Pre-Proposal Conference as stated in Clause 2.4 below in order to attend the same. Further, if new parties would like to participate in the Tender after the scheduled Pre-Proposal Conference, they shall ensure that the Tender Document Fee mentioned above be paid before Proposal Due Date.

- 2.2.10 TNRDC shall receive Proposals pursuant to this RFQ-cum-RFP in accordance with the terms set forth in this RFQ-cum-RFP and other documents to be provided by TNRDC, as modified, altered, amended and clarified from time to time by TNRDC (collectively the "**Bid Documents**"), and all Proposals shall be prepared and submitted in accordance with such terms up to the date and time specified in Clause 2.4 for submission of Proposals (the "**Proposal Due Date**").

### **2.3 Bidding Process**

- 2.3.1 TNRDC has adopted a two-step single stage process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The first step (the "**Qualification Proposal Step**") of the process involves evaluation of qualifications of interested parties / Consortia in accordance with the provisions of the RFQ-cum-RFP. The Bidders who qualify the Qualification Proposal Step shall be evaluated in the second step of this Bidding Process (the "**Financial Proposal Step**") comprising financial proposal.
- 2.3.2 The Bid documents include the RFQ-cum-RFP Document including Appendices, Draft Concession Agreement including Schedules and the Techno-Economic Feasibility Report (the "**TEFR**"). The aforesaid documents and any addendum/corrigendum issued subsequent to these documents will be deemed to form part of the Bid Documents.
- 2.3.3 TNRDC also reserves the right to reject any Proposal if:
- At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not respond promptly and thoroughly to the requests for supplementary information required for evaluation of the Proposal.
  - The Proposal deviates from the commercial parameters of these RFQ-cum-RFP Documents.
- 2.3.4 Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the Development rights including implementation of the Project.
- 2.3.5 Any queries or request for additional information concerning this RFQ-cum-RFP shall be submitted in writing or by fax or e-mail to the officer designated in Clause 6.3.7. The envelopes/ communication shall clearly bear the following identification/ title:

*"**Queries/Request for Additional Information** : Development of Circular Shape Automatic/Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children's Park and Bus Parking Bay, at Siruseri, Near SIPCOT Junction, in OMR, Chennai, On Design, Build, Finance, Operate and Transfer (DBFOT) basis"*

## 2.4 Schedule of Bidding Process

TNRDC shall endeavour to adhere to the following schedule:

Event Description	Date
Sale / Download of the RFQ-cum-RFP to bidders	02 <sup>nd</sup> February 2016 to 29 <sup>th</sup> February 2016
Last date for receiving queries	15 <sup>th</sup> February 2016 at 17.00 Hrs (IST)
Pre-Proposal Conference	22 <sup>nd</sup> February 2016 at 15.00 Hrs (IST)
Proposal Due Date	02 <sup>nd</sup> March 2016 at 15.00 Hrs (IST)
Opening of Qualification Proposal	02 <sup>nd</sup> March 2016 at 15.30 Hrs (IST)
Opening of Financial Proposals*	Technically Qualified Bidders Will be intimated after the completion of Technical Bid Evaluation
Issue of Letter of Intent (LOI)*	15 days from Financial Bid Opening
Validity of Proposals	180 Days from Proposal Due Date
Signing of Concession Agreement	Within 30 days from the date of Issue of LOI

\*tentative date

## **CHAPTER 2A – GENERAL SCOPE OF THE PROJECT**

### **2A.1 Brief Scope of the Project:**

2A.1.1 For the purposes of the construction, development and operation of the MLCP and its components at the Site during the Agreement Period, the scope of the Project (the “**Scope of the Project**”) shall mean and include but not be limited to;

- i. Designing, Engineering, Obtaining of clearances including Environmental / CRZ (if necessary)/PCB/other statutory approvals, Financing and Construction of the MLCP and its components, on the Site as specified in Schedule A, which shall include the construction & development of the MLCP in the manner specified in Schedule B and in conformity with the Specifications and Standards set forth in Schedule C;
- ii. Operation and Maintenance (O & M) of the MLCP and its components in accordance with the provisions of this Agreement, as per Good Industry Practice and in a professional manner ensuring maximum availability of Project during the Agreement Period.
- iii. Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

2A.1.2 The brief scope of work envisaged for the Concessionaire of the Project is as below:

- Preparing detailed design for the proposed Project in accordance with the approved conceptual plans and design and getting them approved from the Authority or its authorized representative,
- Procuring all applicable approvals, clearances/permits and license for the Project from the applicable authorities, local bodies and other agencies.
- Construction of the MLCP and its components at the proposed Site location as in compliance with terms of this Agreement
- Operation and Maintenance of the proposed MLCP and its components throughout the Agreement Period of this Agreement.
- Sub-Licensing of the built up area to the third party with prior written approval from the Authority.
- Collection of rent amount and depositing the same in the Escrow Account
- Preparation and Maintenance of the financial accounts for the Project and submitting a copy of the same to the Authority every month for the entire duration of the Agreement Period.
- Vacate and deliver the Project Assets to the Authority on the expiry of the Agreement Period which shall be free from all encumbrances of any nature whatsoever

2A.1.3 The Concessionaire shall preferably construct a service road all along the Project Site and shall also provide provision for merging of the traffic with the main road in the front & Side of the Project Site as per the requirement of the Project and including entry as well as exit.

## **2A.2 Special Conditions for Circular Type Automatic/Robotic MLCP**

- a) The MLCP will be circular in shape of automatic/robotic type single or multiple units.
- b) The capacity will be approximately 632 car spaces over multiple floors of parking as a single or multiple units.
- c) The allowed size of the vehicles shall be approximately 2.10 (Width) x 5.20 m. (length max) x 2.05m (Height)
- d) A machinery room to be located on the top.
- e) Multiple Entrances & Exits shall be provided to & from the MLCP.
- f) Traffic intersections shall be avoided.
- g) The average cycle time for an Entrance or an Exit cycle input will be approximately 90 sec. while filling or emptying time of the whole system will be less than 5 hours.

The Bidders shall ensure that the above mentioned aspects are covered in their proposal/presentation. Further, the Bidders shall also ensure they will not deviate from the same.

## **CHAPTER 3 - INFORMATION & INSTRUCTIONS TO BIDDERS**

### **3.1 Eligible Bidders**

3.1.1 For determining the eligibility of Bidder for their qualification, the following shall apply:

- a) A bidder may be a natural person, private company, government-owned company or partnership firm.
- b) The bidder for qualification may be a single entity of those mentioned in Clause 3.1.1 (a) above or a group of such entities (the **“Consortium”**), coming together to implement the Project.
- c) The Bidder shall submit a copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its Partnership Deed in the submission of the Proposal.

3.1.2 The term Bidder (the **“Bidder”**) used in this RFQ-cum-RFP would therefore apply to both the single company and the Consortium including each Member of such Consortium.

### **3.2 General terms of Bidding**

3.2.1 No Bidder shall submit more than one Proposal for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another proposal either individually or as a member of any other Consortium, as the case may be.

3.2.2 Notwithstanding anything to the contrary contained in this RFQ-cum-RFP, the detailed terms specified in the Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

3.2.3 The Proposal should be furnished in the format as specified in this RFQ-cum-RFP and signed by the Bidder’s Authorized Signatory.

3.2.4 The Bidder should submit a Power of Attorney as per the format provided at Appendix – III, authorising the signatory of the Proposal to commit the Bidder.

3.2.5 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member of the Consortium, in the format provided at Appendix – IV.

3.2.6 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.

3.2.7 The documents including this RFQ-cum-RFP and all attached documents, provided by TNRDC are and shall remain or become the property of TNRDC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The provisions of



this Clause 3.2.7 shall also apply *mutatis mutandis* to Proposals and all other documents submitted by the Bidders, and TNRDC will not return to the Bidder any Proposal, document or any information provided along therewith.

3.2.8 A Bidder is required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 1956 (the **“Special Purpose Vehicle”** or **“SPV”** or **“Concessionaire”**), to execute the Concession Agreement and implement this Project. Bidder is required to hold the paid up and subscribed equity proposed by it at the time of bidding for the Project till the 8th (eighth) anniversary of the Commercial Operation Date (COD) of the Project and shall further commit that it shall continue to hold equity share capital not less than 54% (fifty four per cent) of the subscribed and paid up equity share capital of the SPV till the expiry of the Agreement Period/Transfer Date.

3.2.9 In case the Bidder is a Consortium, it shall, in addition to abiding by the provisions of Clause 3.2.8 above, comply with the following additional requirements:

- a) Number of members in a consortium shall not exceed 3 (Three),
- b) the Proposal should contain the information required for each member of the Consortium;
- c) members of the Consortium shall nominate one member as the lead member (the **“Lead Member”**). Such nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-IV, signed by all the other members of the Consortium;
- d) the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- e) members of the Consortium shall enter into a Memorandum of Understanding (**“MoU”**) for the purpose of submitting its Proposal. The MoU shall, inter alia:
  - I. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ-cum-RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Development Rights to undertake the Project is awarded to the Consortium;
  - II. clearly outline the proposed roles and responsibilities, if any, of each member;
  - III. commit that the Lead Member of the Consortium shall have the highest but not less than 34% (thirty four percent) equity share holding of the SPV;
  - IV. commit that each of the members (other than Lead Member), whose experience will be evaluated for the purposes of this RFP, shall subscribe to 10% (ten per cent) or more of the paid up and subscribed equity of the SPV and shall further commit

that each such member shall hold equity share capital not less than 10% (ten per cent) of the subscribed and paid up equity share capital of the SPV till the expiry of the Agreement Period/Transfer Date;

V. members of the Consortium undertake that they shall collectively hold at least 54% (fifty four per cent) of the subscribed and paid up equity of the SPV till the expiry of the Agreement Period /Transfer Date; and

VI. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project in accordance with the Concession Agreement; and except as provided under this RFQ cum RFP.

3.2.10 A copy of the MoU should be submitted with the Proposal. The MoU entered into between the members of the Consortium should be specific to this Project and should contain the above requirements failing which the Proposal shall be considered non-responsive.

3.2.11 Any Bidder who has been barred by the Government of Tamil Nadu and any other State Government or Government of India Agency, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.

3.2.12 A Bidder shall not have a conflict of interest (the **“Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, TNRDC shall forfeit, invoke and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to TNRDC hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

I. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public

financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 3.2.12, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **“Subject Person”**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- II. a constituent of such Bidder is also a constituent of another Bidder; or
- III. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- IV. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Proposal of either or each other;
- V. such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- VI. such Bidder or any Associate thereof has participated as a consultant to TNRDC in the preparation of any documents, design or technical specifications of the Project.

3.2.13 For purposes of this RFQ-cum-RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the **“Associate”**). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person,

and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

3.2.14 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process, unless otherwise provided for in the RFQ-cum-RFP.

3.2.15 Any award of Development Rights pursuant to this RFQ-cum-RFP shall be subject to the terms of Bid Documents.

3.2.16 A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration / blacklisting in the past 7 years, will have to be provided mandatorily. This may be done so in the format in Clause 6 of Annex-I of Appendix – I of this RFQ-cum-RFP Document.

3.2.17 If at any point of time, before or after the signing of the concession agreement, a Bidder shall be liable for disqualification/suspension/termination and forfeiture of Bid Security / Performance Security / Operation & Maintenance Security, if any inconsistency is found in the litigation history/arbitration situations/blacklisting data as stated in the Bidder’s Proposal.

### **3.3 Change in Ownership/Equity Lock-In**

3.3.1 By submitting the Proposal, the Bidder shall be deemed to have acknowledged that it would be qualified on the basis of Technical Capability and/or Financial Capability of

a) Lead Member: who shall hold the highest but not less than 34% of the subscribed and paid up equity share capital of the SPV, at all times during the Agreement Period;

b) Other Member(s): who shall hold a minimum of 10% of the subscribed and paid up equity share capital of the Concessionaire, at all times during the Agreement Period.

c) Subject to Clause 3.3.1 (d), by submitting the Proposal, the Bidder shall also be deemed to have acknowledged and agreed that the aggregate shareholding of all the members of Consortium shall be minimum 54% of the subscribed and paid up equity share capital of the Concessionaire, at all times during the Agreement Period and in accordance with the provisions of the draft Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the draft Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the draft Concession Agreement, be deemed to be a breach of the draft Concession Agreement and dealt with as such thereunder.

- d) For the avoidance of the doubt, the Bidder is required to hold the same equity shareholding in the SPV till the 8<sup>th</sup> (eighth) anniversary of the Appointed Date, as proposed by it in the Consortium for bidding purpose.
  - e) Further, after the 8<sup>th</sup> (eighth) anniversary of the Appointed Date, if the selected bidder wishes to divest from the SPV/Concessionaire, it may do so only upon approval from the Authority and only to the extent as stated in Clause 3.3.1 (c) & (d).
- 3.3.2 By submitting the Proposal, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of Bidder or a Member of Consortium whose Technical Experience and/ or Financial Capability was taken into consideration for the purposes of qualification under and in accordance with the RFQ-cum-RFP, the Bidder shall inform Authority forthwith along with all relevant particulars about the same and Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOI from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach thereof, and the Concession Agreement shall be liable to be terminated without Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, Authority shall forfeit, invoke and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

**3.4 Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Bidding Process. TNRDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**3.5 Site visit and verification of information**

- 3.5.1 Bidders may prior to submitting their Proposals for the Project, visit and examine the site of the Project and its surroundings at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical site data and other information necessary for preparing their Proposals. For this purpose, TNRDC will endorse the Bidders’ request for permission for a site visit before the Proposal Due Date. The Bidders shall be responsible for all arrangements and shall release and indemnify TNRDC, or its consultants or their management/employees and/or its agents from and against all liability in respect thereof, and shall be responsible for any personal injury, loss of or damage to property or any

other loss, damage, cost or expenses, however caused, which, but for the exercise of such permission, would not have arisen.

3.5.2 Bidders shall be deemed to have full knowledge of the site, whether physically inspected or not. TNRDC will not accept any responsibility or liability for any errors, omissions, inaccuracies or errors of judgment with respect to information or materials provided by TNRDC, in this RFQ-cum-RFP or otherwise, with respect to this site and their surroundings. Although such information and materials are to the best of TNRDC’s belief, their verification is the sole responsibility of Bidder.

3.5.3 Neither TNRDC, its consultants nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any Bidder which may arise from or be incurred or suffered in connection with anything contained in this RFQ-cum-RFP and the award of the Project or otherwise arising in any way from the selection process.

3.5.4 It shall be deemed that by submitting a Proposal, the Bidder has:

- a) made a complete and careful examination of the Bid Documents;
- b) received all relevant information requested from TNRDC;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents or furnished by or on behalf of TNRDC relating to any of the matters referred to in Clause 3.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 3.5.1 hereinabove necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bid Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Documents or ignorance of any of the matters referred to in Clause 3.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from TNRDC, or a ground for termination of the Concession Agreement by the Concessionaire;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

3.5.5 TNRDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ-cum-RFP, the Bid Documents or the Bidding Process, including any error or mistake therein or in any information or data given by TNRDC.

### **3.6 Verification and Disqualification**

- 3.6.1 TNRDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ-cum-RFP or the Bid Documents and the Bidder shall, when so required by TNRDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by TNRDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of TNRDC thereunder.
- 3.6.2 TNRDC reserves the right to reject any Proposal and/or appropriate the Bid Security if:
- a) at any time, a material misrepresentation is made or uncovered, or
  - b) the Bidder does not provide, within the time specified by TNRDC, the supplemental information sought by TNRDC for evaluation of the Proposals.
- 3.6.3 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified. If such disqualification occurs after the Proposals have been opened and the Highest Bidder gets disqualified, then TNRDC reserves the right to invite the Second Highest Bidder to match the Highest Bidder in accordance with Clause 5.7.3 or annul the Bidding Process.
- 3.6.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Development Rights thereby granted by TNRDC, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOI or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOI or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ-cum-RFP, be liable to be terminated, by a communication in writing by TNRDC to the Selected Bidder or the Concessionaire, as the case may be, without TNRDC being liable in any manner whatsoever to the Selected Bidder or the Concessionaire . In such an event, TNRDC shall be entitled to forfeit, invoke and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to TNRDC under the Bid Documents and/ or the Concession Agreement, or otherwise.

## **DOCUMENTS**

### **3.7 Contents of the RFQ-cum-RFP**

3.7.1 This RFQ-cum-RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.9.

Volume I-	RFQ-cum-RFP Document
Volume II-	Draft Concession Agreement (DCA) including Schedules
Volume III-	Techno-Economic Feasibility Report (TEFR)

#### **Appendices**

- I. Letter comprising the Proposal
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Proposal
- IV. Power of Attorney for Lead Member of Consortium
- V. Format for Anti-Collusion Certificate
- VI A. Format for Project Undertaking
- VIB Format for Project Undertaking (*in case of Consortium*)
- VII. Format for Memorandum of Understanding (MOU)
- VIII Format for Financial Proposal
- IX. Business Plan
- X. Format for Details of the Professionals employed with the Bidder in India
- XI. Format of Details of Machineries and Equipments

3.7.2 For avoidance of doubt, the draft Concession Agreement provided by TNRDC along with the RFQ-cum-RFP shall be deemed to be part of the Bid Documents.

### **3.8 Clarifications & Pre-Proposal Conference**

3.8.1 Bidders requiring any clarification on the RFQ-cum-RFP may notify TNRDC in writing or by fax and e-mail in accordance with Clause 2.3.5. They should send their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 2.4. TNRDC shall endeavour to respond to the queries within a reasonable period prior to the Proposal Due Date. The responses will be posted on [www.tnrdc.com](http://www.tnrdc.com).

3.8.2 TNRDC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, TNRDC 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 TNRDC to respond to any question or to provide any clarification.

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

3.8.4 TNRDC will hold a Pre-Proposal Conference in Chennai at TNRDC office in order to clarify and discuss any provision or requirements with respect to technical/ commercial parameters of



the Project, these RFP Documents or any other related issues on the date & time indicated in Clause 2.4 at the location indicated in Clause 6.3.7 of this RFP. Decisions communicated to bidders after pre-proposal conference or otherwise shall become part of the RFP documents.

3.8.5 Attendance of the Bidder at the Pre-Proposal Conference is not mandatory. However, subsequent to the date of the Pre-Proposal Conference, TNRDC may not respond to questions or inquiries from any Bidder.

### **3.9 Amendment of RFQ-cum-RFP**

3.9.1 On the basis of the Pre-Proposal meeting and any further discussions with any/ all Bidder which TNRDC may hold on its own discretion, it may make changes in the Bid Document for the Project, which would be common for all the Bidders. Such changes in the Bid Documents will qualify as Addenda/Corrigenda.

3.9.2 At any time prior to the Proposal Due Date, TNRDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Documents by the issuance of Addenda/Corrigenda.

3.9.3 Any Addenda/Corrigenda issued shall be uploaded on [www.tnrdc.com](http://www.tnrdc.com). Each such Corrigenda/Addenda shall become part of the RFQ cum RFP Document.

3.9.4 In order to afford the Bidders a reasonable time for taking an Addendum/Corrigendum into account, or for any other reason, TNRDC may, in its sole discretion, extend the Proposal Due Date.

### **3.10 Interpretation of Documents**

TNRDC will have the sole discretion in relation to:

- I. The interpretation of this RFQ cum RFP, the Proposals and any documentation provided in support of the Proposals;
- II. All decisions in relation to the evaluation and ranking of Proposals, whether or not to require any clarifications or additional information from Bidder in relation to its Proposal and the selection of the Selected Bidder.
- III. TNRDC will have no obligation to explain its interpretation of this RFQ cum RFP, the Proposals or their supporting documentation and information or to explain the evaluation process, ranking process or the selection of the Selected Bidder.

### **3.11 Tender Document Fee**

3.11.1 In terms of the RFQ-cum-RFP, Bidders are required to deposit, on or before the scheduled Pre-Proposal Conference as stated in Clause 2.4, a non-refundable Tender Document Fee equivalent to amount of **INR 50,000 (Rupees Fifty Thousand only)** (the "**Tender Document**

**Fee")** in the form of a Demand Draft from any scheduled/Nationalized bank in favour of **"Tamil Nadu Road Development Company Ltd."** payable at **Chennai**.

The Interested party(/ies) shall pay the above Tender Document fee on or before the scheduled Pre-Proposal Conference in order to attend the same. Further, if new parties would like to participate in the Tender after the scheduled Pre-Proposal Conference, they shall ensure that the Tender Document Fee mentioned above be paid before Proposal Due Date.

### **3.12 Bid Security**

3.12.1 In terms of the RFQ-cum-RFP, Bidders are required to deposit, along with the Proposal, a bid security equivalent to amount of **INR 1,87,26,000/- (Rupees One Crore Eighty Seven Lakhs Twenty Six Thousand Only)** (the "**Bid Security**"). The Bidders have to provide the Bid Security in the form of a Bank Guarantee from any nationalized/scheduled bank in the format as mentioned in Appendix-II of this RFQ-cum-RFP. The validity period shall not be less than 180 (one hundred and eighty) days from the Proposal Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be required and intimated in writing by TNRDC to the Bidder from time to time and the Bidder shall have no objection to the same. TNRDC shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

3.12.2 The Bid Security of the Selected/Highest Bidder shall be retained till it has provided a Performance Security.

3.12.3 The Bank Guarantee of the unsuccessful bidders shall be returned without any interest within 30 days after the Selected/Highest Bidder has provided the Performance Security.

3.12.4 Any Proposal not accompanied with the Bid Security shall be summarily rejected by TNRDC as non-responsive.

### **3.13 Performance Security**

3.13.1 Pursuant to the evaluation of the proposal, the Authority may issue the Letter of Intent (the "**Lol**") to the successful/highest bidder tentatively within 60 (Sixty) days of Proposal Due Date.

3.13.2 The Concessionaire shall have to submit the Performance Security of **INR 9,36,30,000/- (Rupees Nine Crores Thirty Six Lakhs Thirty Thousand Only)** in the form of a Bank Guarantee from a scheduled bank valid for a period of at least 2 (Two) years (the "**Construction Period**"), from a scheduled bank, within 15 days of receipt of the Lol from TNRDC and seek return of the Bid Security submitted by the Bidder thereafter.

3.13.3 The Concessionaire shall be eligible for taking over the possession of the Site as per the terms and conditions set out in the Concession Agreement upon making full payment of the

Performance Security and after execution of the Concession Agreement. Any default in payment of the Performance Security shall give the right to TNRDC to disqualify the Selected Bidder.

3.13.4 If the Selected Bidder fails in entering into Concession Agreement as required without giving the appropriate clarifications to the satisfaction of TNRDC within 30 days of receipt of LOI, such Proposal shall be rejected and the Bid Security of the Bidder shall be forfeited. TNRDC reserves the right to begin negotiations with the next highest ranked Bidder and so on.

3.13.5 NOT APPLICABLE

3.13.6 Save and except as required under this RFQ-cum-RFP, the Bid Security of unsuccessful Bidders will be returned by TNRDC, without any interest, as promptly as possible on acceptance of the when the Bidding process is cancelled by TNRDC in any case within 60 (Sixty) days from the date of such cancellation.

3.13.7 TNRDC shall be entitled to forfeit, invoke and appropriate the Bid Security in any of the events specified in Clause 3.13.8 herein below. No relaxation of any kind on Bid Security shall be given to any Bidder.

3.13.8 The Bid Security shall be forfeited without prejudice to any other right or remedy that may be available to TNRDC under the Bid Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Proposal; Subject however that in the event of encashment of Bid Security occurring due to operation of 3.13.8 (a), the damage so claimed by TNRDC shall be restricted to 5% of the value of the Bid Security.
- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Chapter 7 of this RFQ-cum-RFP;
- c) If a Bidder withdraws its Proposal during the period of Proposal validity as specified in this RFQ-cum-RFP and as extended under Clause 6.8 by mutual consent of the respective Bidder(s) and TNRDC;
- d) In the case of Selected Bidder, if it fails within the specified time limit –
  - I. to sign and return the duplicate copy of LOI;
  - II. to sign the Concession Agreement; or
  - III. to furnish the Performance Security.

## **CHAPTER 4 – FINANCIAL PROPOSAL**

### **4.1 Bid Variable**

- 4.1.1 The Bidder shall be required to quote an annual amount to be paid to the Authority (the **“Annual Payment”**), which, in any case whatsoever, should not be less than **INR 2,00,00,000 (Rupees Two Crores Only) (the “Minimum Amount”) plus applicable taxes & levies**. The Concessionaire shall make the Annual Payment to the Authority in terms of this Clause and Clause 4.1.3 of this RFQ-cum-RFP. For the avoidance of the doubt, any Financial Proposal below the Minimum Amount shall be summarily rejected. Further, this annual payment shall start with year 1 (first) and end with year 20 (Twentieth) from the effective date of the concession agreement. In this regard, the annual payment for the particular year has to be paid before the start of that particular year.
- 4.1.2 The Annual Payment as mentioned in Clause 4.1.1 above shall be **increased by 10.0% (Ten per cent) every year** from 3<sup>rd</sup> year from effective date of the concession agreement. The schedule for the payment of Annual Payment has been provided in Article 21 & Schedule H in the draft Concession Agreement. For avoidance of any doubt, the increase in percentage of Annual Payment to the Authority is cumulative and inclusive of all applicable taxes and levies.
- 4.1.3 For the purpose of bid evaluation, the highest bidder (the **“Highest Bidder”**) shall be the Bidder who quotes in its Price Bid the highest Annual Payment to be paid to the Authority (TNRDC) in terms of the Concession Agreement after qualifying the technical eligibility criteria. The Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFQ cum 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, Authority may, at its discretion, accept the Annual Payment of next Highest Bidder or invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 4.1.4 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 4.1.5 The Concessionaire shall have an option of paying up the Annual Payments quarterly for the years 1 & 2 (Construction Period) to the Authority. For avoidance of doubt, the Concessionaire shall have an option of paying up the Annual Payments of years 1 & 2 in 8 equal parts on or before the respective 8 Quarters and from year 3, the Concessionaire will have to pay the entire annual amount before the start of the particular year. Therefore, in actual, the Concessionaire will be paying an amount for 8<sup>th</sup> quarter plus 1 year (3<sup>rd</sup> Year), at the end of year 2.
- 4.1.6 The Concessionaire may also pay a particular year’s Annual Payment in a quarterly provided approval is obtained at least 30 days before the due date for the said year.

## **CHAPTER 5 - EVALUATION OF PROPOSALS**

### **5.1 Opening and Evaluation of Proposals**

5.1.1 TNRDC shall open the Proposal at 1600 hours on the day of the Proposal Due Date or any other date as fixed by Bid Evaluation Committee at the place specified in Clause 6.3.7 and in the presence of the Bidders who choose to attend.

5.1.2 TNRDC will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this Chapter 5.

5.1.3 To facilitate evaluation of Proposals, TNRDC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

### **5.2 Tests of responsiveness**

5.2.1 Envelope 1 (Qualification Proposal) will be opened first. Qualification Proposal of the Bidders shall be scrutinized for the responsiveness to the requirements of the RFQ-cum-RFP.

5.2.2 Qualification Proposal shall be scrutinized for checking the responsiveness to the requirements of the RFQ-cum-RFP (the “**Responsive Check**”). Qualification Proposal shall be considered ‘responsive’ if:

- a) it is accompanied by the Bid Document Fee as specified in Clause 2.2.9;
- b) it is accompanied by the Bid Security as specified in Clause 3.11.1;
- c) it is received as per the format at Appendix - I
- d) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 6.4.2;
- e) it is signed, sealed, properly bound and marked as stipulated in Clauses 6.2 and 6.3;
- f) it is accompanied by the Power(s) of Attorney as specified in Clauses 3.2.4 and/or 3.2.5, as the case may be;
- g) it contains all the information (complete in all respects) as requested in this RFQ-cum-RFP and/or Bid Documents (in formats same as those specified);
- h) it does not contain any condition or qualification; and
- i) it is not non-responsive in terms hereof.

5.2.3 TNRDC reserves the right to evaluate the Business Plan with a view to assess that it is substantially responsive to requirements laid down in the RFQ-cum-RFP and meets with the objectives for setting up the Project. The Bidders should however note that notwithstanding any such review by TNRDC, the Concessionaire’s minimum obligations shall be as per the Concession Agreement and nothing contrary / conflicting as per the above proposed Business Plan (annexed along with this RFQ-cum-RFP) shall in any manner override the provisions of the Concession Agreement and be binding on Authority. For avoidance of doubt, it is made clear that Business Plan is required for the purpose of responsive check only.

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

### **Criteria for Qualification Proposal Evaluation**

#### **5.3 Evaluation Parameters**

5.3.1 The Bidder's competence and capability is proposed to be established by the following parameters:

- a) Technical Capability of Bidder in terms of experience
- b) Financial Capability of Bidder in terms of:
  - i. Net Worth
  - ii. Turnover
  - iii. Net Cash accruals

5.3.2 On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed in this Chapter. Only those Bidders who meet all the criteria will be qualified for further evaluation of the Financial Proposal.

5.3.3 Bidders are not allowed to take any credit of the technical experience or the financial strength of their Associate(s) in any manner whatsoever.

#### **5.4 Technical Capability**

5.4.1 The following categories of experience would qualify as experience for an Eligible Project:

*Category (1) Project Development Experience in Automatic/Robotic Multilevel Car Parks of any no. of car spaces and/or Project Development Experience in Semi-Automatic Multilevel Car Parks of minimum of 300 Cars Spaces*

**or**

*Category (2) Project Development Experience in Building and related Projects*

**or**

*Category (3) Construction Experience in Automatic/Robotic Multilevel Car Parks of any no. of car spaces and/or Construction Experience in Semi-Automatic Multilevel Car Parks of minimum of 300 Cars Spaces*

**or**

*Category (4) Construction Experience in Building and related Projects*

**or**

*Category (5) Construction Experience in Core Sector Projects.*

5.4.2 For the purpose of evaluation, eligible experience would be measured only for Eligible Projects, which are defined as:

- (i) *Multi-Level Car Park – Fully Automatic / Robotic Type such as Circular Type, etc. of any no. of car spaces or Semi-Automatic type such as puzzle, stacked, etc. for a minimum of 300 car spaces (For avoidance of doubt, conventional type MLCPs will not be considered)*

*(ii) Building & related project would be deemed to include Commercial Complex, Shopping / Retail Complex, Integrated Residential Township, IT Parks, Hotel/Resort and Institutional Campus Project (Health & Education)*

*(iii) Core Sector would be deemed to include solid waste management, water treatment plants, water supply, sewage treatment plants, CETP/STP, waste processing facility and sewerage/storm water drainage.*

5.4.3 The Bidder should furnish the details of experience and furnish Completion Certificates from the Client to support its claim. In cases of a developer, eligible experience shall be considered if & only if the construction of the development has been completed /completed to a tune of the amount stated in 5.4.4 (d) and the developer is in O&M stage or completed the O&M stage as well. Eligible Experience in respect of each category shall be measured only for Eligible Projects.

5.4.4 For a Project to qualify as an Eligible Project under Category 1 or 2:

(a) It should have been undertaken as a PPP project on DBFOT, BOT, BOLT, BOO, BOOT, OMT 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 owning the Eligible Project, a minimum of 34% equity during the entire year for which the Eligible experience is being claimed in case of lead partner & 10% for other partners, further explained in 5.4.12 (g).

(c) It should have achieved “fully” commissioned or commercial operation date status in relation to such project during the seven (7) year period immediately preceding the Proposal Due Date certified by either the Third Party Engineer for such project or the client itself.

(d) Its project cost should not be less than **INR 20.00 Crores (Rupees Twenty Crores only)** and the total capital expenditure incurred for the project during the seven (7) year period immediately preceding the Proposal Due Date should not be less than **INR 20.00 Crores (Rupees Twenty Crores only)**.

5.4.5 For a project to qualify as an Eligible Project under Categories 3, 4 & 5, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works fully completed, during the seven (7) financial years immediately preceding the Proposal Due Date, and only the payments (gross) actually made or received, as the case may be, during such seven (7) financial years shall qualify for purposes of

computing the Experience Score. However, payments/receipts of less than **INR 20.00 Crores (Rupees Twenty Crores Only)** shall not be reckoned as payments/receipts for Eligible Projects. This has to be substantiated with documentary evidence of the Competition/Interim/Provisional Certificate issued by the Client. 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.

Category	Measurement Parameter
Category 1, 2	Project Cost as stated in the Completion Certificate i.e. after completion of construction & presently /completed O&M Phase as issued by the Client/Owner.
Category 3, 4 & 5	Project Cost completed as stated in the Completion Certificate/other interim certificates/provisional certificates as issued by the Client/Owner.

5.4.6 NOT APPLICABLE.

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

5.4.8 Bidder's experience shall be measured in terms of a score ("**Experience Score**"). Experience Score for a given category will be the certified Project Cost, divided by one crore and then multiplied by the applicable factor given in table below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at the Experience Score.

Factors for Experience across Categories Category	Factor
Category 1*	0.95
Category 2	0.7
Category 3*	0.45
Category 4	0.35
Category 5	0.2

\* For Automatic/Robotic MLCPs of less than 300 car spaces and for Semi-Automatic MLCPs the weightage will be halved.

5.4.9 It is mandatory for a Bidder to achieve the **Experience Score of 100.00 or more** points (the "**Threshold Technical Capability**"), and also to have **at least one qualifying project in each of the categories 1 & 2 ("Qualifying Projects")** failing which shall lead to the disqualification of the Proposal of the Bidder.



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

5.4.11 For the purpose of illustration consider the following:

a) Considering XYZ Concessionaires Pvt. Ltd. has bid for the Projects and followings are the projects claimed by the XYZ Concessionaires Pvt. Ltd for its Experience Score:

- I. Development of a Semi-Automatic MLCP of 850 Car Spaces having a certified project cost of INR 60 Crores
- II. Development of an IT building/campus having a certified project cost of INR 105.00 Crores
- III. Construction of an Automatic MLCP of 250 Car Spaces with certified Project Cost of INR 23.00 Crores
- IV. Construction of a Residential Complex with certified Project Cost of INR 19.50 Crores.
- V. Construction of a STP (Sewerage Treatment Plant) with certified Project Cost of INR 50.00 Crores.

b) The Experience Score of XYZ Concessionaires Pvt. Ltd. shall be estimated as below:

Details of Projects	Category	Project is Eligible	Factor (A)	Project Cost / Certified Billings (INR in Crores) (B)	(E) = (A) x (B)	Experience Score (E)
Development of a Semi-Automatic MLCP of 450 Car Spaces	1	Yes	0.475	60.00	60.00 x 0.475	28.50
Development of an IT Building/campus	2	Yes	0.7	105.00	105.00 x 0.7	73.50
Construction of an Automatic MLCP of 250 Car Spaces	3	Yes	0.45/2	23.00	23.00 x 0.45/2	5.18*
Construction of a Residential Complex	4	No	0.35	19.50	19.50 x 0.35	0.00**
Construction of a STP	5	Yes	0.2	30.00	30.00 x 0.2	6.00
<b>Total Experience Score</b>						<b>113.18</b>

\* The Construction of the Automatic MLCP will be considered with half the weightage for evaluation as it is designed only for 250 Car Spaces.

\*\* Construction of the Residential Complex shall not be considered for evaluation as the certified billings of the same is less than INR 20 Crores due to which this is not meeting the requirement of Clause 5.4.5 above.

c) The Experience Score of XYZ Concessionaires Pvt. Ltd. is 113.18 thus passing the

threshold of achieving the Experience Score of more than 100 points and the bidder also has at least one qualifying project in categories 1 & 2, hence it meets all the experience criteria and may be considered as Qualified and may be evaluated further as under.

#### 5.4.12 Details of Experience:

- a) Certificates including Completion/Provisional/Interim Certificates/Proof of Experience from the appropriate authorities of respective client(s), need to be submitted in support of the above in case of projects claimed by Bidders. Further, if any project has been carried out as a consortium, documentary proof of the actual percentage share held in the SPV and any change in share percentage thereof should be provided mentioned with documentary evidence.
- b) Bidders should furnish details of eligible experience for the last 7 (seven) financial years immediately preceding the Proposal Due date.
- c) NOT APPLICABLE
- d) Bidders must provide necessary information as per Annex II, Bid Response Sheet No. 1.
- e) Experience score taken into assessment will be only of those who contribute a minimum 10% share to the Consortium. However, the Lead Member is required to hold the highest and not less than 34% equity shareholding in the Consortium.
- f) A Single Entity Bidder is entitled to demonstrate technical experience obtained by it only.
- g) Any project executed with a JV/consortium or otherwise with any other firm shall be considered giving exact weightage as their share in the SPV. If the percentage of share in the SPV varies, the weighted average percentage will be taken.  
  
For example, if a member of the bidder has 30% share in a SPV (where it is not the lead member), the member shall only be entitled to 30% of the project experience provided that the share % does not vary throughout the concession period. If say, the percentage becomes 25% after 5 years of a 12 year concession period, then the weighted average i.e.  $[(30 \times 5) + (25 \times 7)] / (5+7) = 27.08\%$  will be considered. Therefore, if the project cost is Rs.200 Crores, then  $27.08 \times 200 / 100 = 54.16$  Crores will be considered as the experience of the member.
- h) In case of a Consortium, following projects shall be considered for evaluation, if:
  - (i) executed jointly **by all the Members** of the Consortium; or
  - (ii) executed **individually by a Member** of the Consortium.

## 5.5 Financial Capability

5.5.1 The financial capability of the Bidder/Consortium will be evaluated on the basis of

- i. Net Worth
- ii. Turnover
- iii. Net Cash Accruals

- 5.5.2 The Bidders needs to provide information regarding the above based on audited annual accounts.
- 5.5.3 For the purpose of qualification, a Bidder would be required to demonstrate the Threshold Financial Capability as set out below:
- Minimum Net Worth of **INR 33 Crores (Rupees Thirty Three Crores Only)** for the year ending 31<sup>st</sup> March 2015 as certified by Statutory Auditor.
  - The definition of the Net Worth for the purpose of the calculation of Net worth is set out below:  
*Net-worth = Equity Share Capital: Issued, Subscribed and Paid -up (+) Reserves & Surplus (excluding Revaluation Reserves and reserves not available for distribution to equity share holders) (-) Miscellaneous expenses not written off and debit balance in Profit and Loss account (-) Deferred Tax Assets*
  - Minimum Average turnover of **INR 60.00 Crores (Rupees Sixty Crores Only)** in the last three Financial Years (i.e. 2012-13, 2013-14 and 2014-15) certified by Statutory Auditor or Chartered Accountant, as the case may be.
  - Minimum Cash Accruals as on 31<sup>st</sup> March, 2015 shall not be less than **INR 15.00 Crores (Rupees Fifteen Crores)**.
  - It is mandatory for a Bidder to fulfill the minimum requirements set out in this Clause for the Net Worth, Net Cash Accruals and Turnover to avoid disqualification of its Proposal.
  - The Financial Score of the Bidder shall be computed as a weighted average of the Financial Score of a member and its proposed equity stake (%) in the Consortium
  - Provided that the financial strength or the experience score taken into assessment will be only of those who contribute a minimum 10% share to the Consortium. However, the Lead Member is required to hold the highest and not less than 34% equity shareholding in the Consortium.
- 5.5.4 The Bidder should furnish details of Financial Capability as per **Annex - III**, Bid Response Sheet No. 2 and Bid Response Sheet No. 3.

## 5.6 Evaluation Methodology

- 5.6.1 The Technical Experience Score achieved by the Bidder in accordance with Clause 5.4 and Financial Capability of the Bidder in accordance with Clause 5.5 of this RFQ-cum-RFP will further be evaluated on a 100 marks scale along with evaluation of presentation of business plan for the Project. Financial Proposal of only those Bidders shall be opened who not only manage to achieve 70 marks under this evaluation including a **minimum of 5 marks in the Presentation of Business Plan** section. The marking system for this evaluation is as follows:

S. No.	Criteria	Maximum Marks	Marking System
1.	<b>Technical Capability</b>	<b>50%</b>	
a)	Experience Score achieved as per Clause 5.4 of the RFQ-cum-RFP	50 marks	40 marks – Only on achieving the Threshold Technical Experience Score 1 marks for every 5 Experience Score above the Threshold Experience Score up to a maximum limit of 10 marks
2.	<b>Financial Capability</b>	<b>40%</b>	
a)	Net Worth as per Clause 5.5 of the RFQ-cum-RFP	20 Marks	10 marks for the initial <b>INR 33 Crore</b> 1 mark each for every additional <b>INR 1.50 Crores</b> , up to a maximum limit of 10 marks
b)	Turnover as per Clause 5.5 of the RFQ-cum-RFP	10 Marks	8 marks for the initial <b>INR 60.00 Crores</b> 0.5 mark each for every additional <b>INR 5.00 Crores</b> , up to a maximum limit of 2 marks
c)	Net Cash Accruals as per Clause 5.5 of the RFQ-cum-RFP	10 Marks	7 marks for the initial <b>INR 15.00 Crores</b> 1 mark each for every additional <b>INR 3.00 Crores</b> , up to a maximum limit of 3 marks
3.	<b>Presentation of Business Plan*</b>	<b>10%</b>	
		<b>10 Marks</b>	<ul style="list-style-type: none"> <li>▪ Maximum of 2 marks towards Site Layout, Specifications &amp; Standards for development of various Project Components</li> <li>▪ Maximum of 2 marks towards Project scheduling, Project costing, Environment and Project management plan</li> <li>▪ Maximum of 2 marks towards Business Plan for the Project i.e. Project Funding Strategy, Marketing Plan, Operation &amp; Maintenance Plan</li> <li>▪ Maximum of 2 marks towards Details of Construction Technology (equipments and machinery) to be used</li> <li>▪ Maximum of 2 marks towards Profile of Key Management Team (Construction, Marketing and Funding Key Personnel) (refer Clause 5.6.2)</li> </ul>

\* Information not presented - 0%; Proposal component is far below the expectation / requirement (Very Poor) - 20%, Proposal component is below the expectation/ requirement (Poor): 40%, Proposal component meets the expectation / requirement (Good): 60%, Proposal component exceeds the expectation/ requirement (Very Good): 80%, Proposal component far exceeds the expectation / requirement (Excellent): 100%

**Special Details of the Proposed MLCP to be submitted as part of the Bidder's Proposal (i.e. other than the Shopping Complex/other buildings):**

- i) Bidder's detailed plan for the parking System including its engineering / structural design and drawings and implementation & operational plan.
- ii) Architectural layout and area allocated for each facility such as:

- a) Parking arrangement within the given Plan & Structure
- b) Entry and Exit Area details for Parking Structure
- c) Other facilities, if any associated with parking system.
- d) Implementation Scheme for provision of Utilities (Lighting, water supply & drainage, fire services etc)
- e) Must submit a letter showing interest in Operation and Maintenance contract for 18 (Eighteen) Years and should undertake the full free replacement Guarantee for all Parking equipments, control system, electrical cables and parts which are required for smooth operation of parking system for 18 (Eighteen) years from the completion of project.
- f) The basic parking system design with animation of the project. The documents should be bound booklet of A-3 size in landscape format. The animation should be in soft copy written on CD.
- g) The report shall also provide the following;
  - Energy Consumption per parking cycle
  - Required Installed Load for Parking System
  - Time of Retrieval (minimum and maximum)
  - Ease of Maintenance
  - Facility of retrieval in case of partial failure
  - Required Standby Power arrangement
  - Expected Life cycle of the System
  - Detail of the Technology and method of working of the car parking proposed to be utilized
- h) The design proposal should highlight how it addresses the traffic movement and any other points, which the architect has felt relevant to the facility design. Bidder may use sketches to explain design concepts, their inter-relationships and innovations with a concept note. The traffic design should be such that the waiting time on the street should be aimed to be zero.
- i) Format giving a breakup of the system operation analyzing the retrieval time is to be submitted as per enclosed Performa.

5.6.2 The following table provides criteria for award of marks to the Bidder for the professionals employed by the Bidder:

**Criteria for award of marks**

S. No.	Experience of the Professionals in construction development	Marks (Maximum Marks = 2)
1.	More than 10 years	0.4 for Five Professionals
2.	Less than 10 years but more than 5 years	0.2 for Five Professionals
3.	Less than 5 years	0.1 for Five Professionals

5.6.3 For purpose of clarity, maximum of 1 mark shall be awarded for each Category of Qualification as set out in Appendix X of the RFQ-cum-RFP document, subject to a combined total of 2 marks.

**Categories of Qualification (Maximum 1 Mark per Category)**

- Chartered Accountants / MBA (Finance) or Equivalent
- Graduates in Civil Engineering / Planning/ Architecture or Equivalent
- MBA (Marketing) or Equivalent

5.6.4 The Bidders whose Qualification Proposals are found to be responsive and who meets the

Threshold Experience Score and the minimum Financial Capability for qualification shall be invited for the presentation of their business plan as stipulated in Clause 5.6.1

- 5.6.5 The Bidders scoring equal to or more than **70 marks including a minimum of 5 marks for the Business Plan Presentation** as per evaluation methodology explained at Clause 5.6.1 shall be declared as qualified bidders ("**Qualified Bidders**") for the Project and be considered for opening and evaluation of the Financial Proposal for the Project.

## **5.7 Evaluation of the Financial Proposal**

- 5.7.1 Envelope 2 (Financial Proposal) shall be opened of only those Bidders whose Qualification Proposal are found to be responsive and meet the requirements of Clause 5.6 of this RFQ-cum-RFP.

- 5.7.2 The Financial Proposal will be opened on a pre-disclosed date and time in the presence of Bidders who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance. The Financial Proposal of those who found not eligible will not be opened and shall be returned to them by Regd. Post/Courier. The decision of TNRDC in this regard will be final and binding on the Bidders.

- 5.7.3 The Proposal of the Bidders for the Project would be evaluated on the basis of the Annual Payment quoted, in accordance with Clause 4.1, in the Financial Proposal. The Bidders would be ranked in descending order of the Annual Payment quoted in the Financial Proposal. For example, the Bidder quoting the highest Annual Payment would be ranked "H1", the Bidder quoting the next highest Annual Payment, ranked "H2" and so on.

- 5.7.4 The Bidder quoting the highest Annual Payment to TNRDC for the Project, in the format prescribed in Appendix VIII, shall be declared as the preferred bidder (the "**Preferred Bidder**") for the Project.

- 5.7.5 In the event that two or more Bidders quote the same amount of Annual Payment (the "**Tie Bidders**"), TNRDC shall identify the Preferred Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

## **5.8 Selection of Bidder**

- 5.8.1 After the evaluation process as mentioned in Clause 5.7 above, the Preferred Bidder shall be declared as the selected bidder ("**Selected Bidder**") for the Project.

- 5.8.2 In the event that the Selected Bidder defaults in compliance with the terms & conditions of the RFQ-cum-RFP requirements or withdraws from the Bidding Process or is not selected for any reason or having being issued the LOI fails to produce the Performance Security or execute the Concession Agreement, TNRDC may in its sole discretion annul the Bidding process or invite all the remaining Bidders to revalidate or extend their respective Bid

Security, as necessary.

- 5.8.3 After selection & upon board approval, a letter of Intent (the “**LOI**”) shall be issued by TNRDC to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate, invoke and forfeit the Bid Security of such Bidder and the next eligible Bidder may be considered.
- 5.8.4 After acknowledgement of the LOI as aforesaid by the Selected Bidder, the Selected Bidder shall form a Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “**Concessionaire**”), within 30 days from the date of issue of LOI. Special Purpose Vehicle so incorporated shall execute the Concession Agreement within the period of 30 days from the issue of LOI to Selected Bidder by TNRDC. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.
- 5.8.5 The Selected Bidder shall submit the Performance Security in the form of bank guarantee from a scheduled Bank in favour of TNRDC for a sum equivalent to **INR 9,36,30,000/- (Rupees Nine Crores Thirty Six Lakhs Thirty Thousand Only)**, initially valid for a period of at least two years within 15 days of receipt of the Lol.

#### **5.9 Contacts during Proposal Evaluation**

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

## **CHAPTER 6 – PREPARATION AND SUBMISSION OF PROPOSALS**

### **6.1 Language**

The Proposal 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 Bidder with the Proposal 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 Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

### **6.2 Format and Signing of the Proposal**

6.2.1 The Bidders shall provide all the information sought under this RFQ-cum-RFP in their Proposals. TNRDC will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and / or conditional Proposals may be liable to rejection.

6.2.2 The Proposal and its copy (as required under Clause 6.3.1) shall be typed and signed by the Authorized Signatory of the Bidder who shall also initial each page, in blue ink. Any alterations or additions or any other amendments made to the Proposal by the Bidder shall lead to disqualification. The Proposal shall contain page numbers and shall be bound together in hard cover.

### **6.3 Sealing and Marking of the Proposal**

6.3.1 The Bidder shall prepare one original of the documents comprising the Proposal and clearly marked “ORIGINAL”. In addition, the Bidder shall make additional one (1) copy of the Proposal, clearly marked “COPY” in hardbound and in softcopy as well. In the event of any discrepancy between the original and the copy, the original shall prevail.

6.3.2 The Proposal shall comprise of two parts (Qualification Proposal and Financial Proposal) as described below:

- i) Qualification Proposal:** Envelope 1 Qualification Proposal shall contain:
  - a) Covering Letter in the format specified at Appendix I along with information required at Annex - I and Qualification Formats as per Clause 5.4 and Clause 5.5 as per format at Annex - II & Annex – III
  - b) Bid Security in the format at Appendix – II;
  - c) Power of Attorney for signing of Proposal in the format at Appendix – III;
  - d) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix – IV;



- e) Format for Anti-Collusion Certificate in the format at Appendix – V
- f) Format for Project Undertaking in the format at Appendix – VIA
- g) Format for Project Undertaking (in case of Consortium) in the format at Appendix–VIB
- h) Format for Memorandum of Understanding (MOU) in the format at Appendix – VII (for Consortium)
- i) Business Plan as per the check list provided in the format at Appendix IX;
- j) Details of the Professionals employed with the Bidder in India in the format provided at Appendix X, along with CV of Professionals in the format provided at Annexure A of Appendix X;
- k) Details of Machineries and Equipments in the format provided at Appendix XI; and
- l) A copy of the Concession Agreement with each page initialled by the person signing the Proposal in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.

**ii) Qualification Proposal:** Envelope 2 shall contain:

- a) Financial proposal of the Bidder in the format specified at Appendix VIII:

6.3.3 **ENVELOPE 1** - shall be sealed, and marked as ***“ENVELOPE 1 - Qualification Proposal for Development of Circular Shape Automatic/Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children’s Park and Bus Parking Bay, at Siruseri, Near SIPCOT Junction, in OMR, Chennai, On Design, Build, Finance, Operate and Transfer (DBFOT) basis”***.

6.3.4 **ENVELOPE 2** - shall be sealed, and marked as ***“ENVELOPE 2 - Financial Proposal for Development of Circular Shape Automatic/Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children’s Park and Bus Parking Bay, at Siruseri, Near SIPCOT Junction, in OMR, Chennai, On Design, Build, Finance, Operate and Transfer (DBFOT) basis”***.

6.3.5 The above two envelopes shall then be placed in one outer envelope, sealed and marked as ***“PROPOSAL for Development of Circular Shape Automatic/Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children’s Park and Bus Parking Bay, at Siruseri, Near SIPCOT Junction, in OMR, Chennai, On Design, Build, Finance, Operate and Transfer (DBFOT) basis”***.

6.3.6 All the above envelopes must bear the name and address of the Bidder. In addition, the Proposal Due Date & time should be indicated on the right hand top corner of each of the envelopes.

6.3.7 Each of the Envelopes shall be addressed to:

**The Chief General Manager,**

**Tamil Nadu Road Development Company Ltd. (TNRDC),**

Address: Corp. Office: 171, Tamil Nadu Maritime Board Building,

2<sup>nd</sup> Floor, South Kesavaperumal Puram,

Pasumpon Muthuramalingam Road (Greenways Road),

Raja Annamalai Puram, **Chennai – 600 028**, Tamil Nadu, India.

Tel No: 044 – 2495 2800 / 2495 3800

Fax: 044 – 2495 3800

E – Mail: [tenders@tnrdc.com](mailto:tenders@tnrdc.com)

6.3.8 If the envelopes are not sealed and marked as instructed above, the Proposal shall be liable to be rejected.

6.3.9 Proposals submitted by Courier, Speed Post, fax, telex, telegram or e-mail will NOT be entertained and shall be summarily rejected.

#### **6.4 Proposal Due Date**

6.4.1 **Proposals may only be submitted in-person** and only up to **1500 hours IST** on the Proposal Due Date (i.e. **2<sup>nd</sup> March 2016**) at the address provided in Clause 6.3.7 in the manner and form as detailed in this RFQ-cum-RFP. A receipt thereof should be obtained from the person/office specified at Clause 6.3.7.

6.4.2 TNRDC may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 3.9 uniformly for all Bidders.

#### **6.5 Late Proposals**

Bids received by TNRDC after the specified time on or after the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected. Any delay in transit of the Proposal shall be on the account of the Bidder.

#### **6.6 Modifications / Substitution / Withdrawal of Bids**

No Proposal shall be substituted or withdrawn by the Bidder after its submission. Any and all modifications may be done before the submission of the proposal to TNRDC. The authorized signatory shall initial all such corrections/modifications.

#### **6.7 Rejection of Proposals**

6.7.1 Notwithstanding anything contained in this RFQ-cum-RFP, TNRDC reserves the right to reject any Proposal and to annul or suspend the Bidding Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason.

6.7.2 TNRDC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

### **6.8 Validity of Proposals**

The Proposals shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date. The validity of Proposals may be extended further by TNRDC subject to maximum period of 180 days.

### **6.9 Confidentiality**

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

## **CHAPTER 7 – FRAUD AND CORRUPT PRACTICES**

- 7.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Concession Agreement, TNRDC may reject a Proposal, withdraw the LOI, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Concessionaire, as the case may be, if it determines that the Bidder or the Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, TNRDC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to TNRDC under the Bid Documents and/ or Concession Agreement, or otherwise.
- 7.2** Without prejudice to the rights of the TNRDC under Clause 7.1 hereinabove and the rights and remedies which TNRDC may have under the LOI or the Concession Agreement, or otherwise if a Bidder or the Concessionaire, as the case may be, is found by TNRDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Concession Agreement, such Bidder or the Concessionaire shall not be eligible to participate in any tender or RFQ-cum-RFP issued by TNRDC during a period of 2 (two) years from the date such Bidder or the Concessionaire, as the case may be, is found by TNRDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 7.3** For the purposes of this Article 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 TNRDC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TNRDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of TNRDC 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 TNRDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **CHAPTER 8 – PRE - PROPOSAL CONFERENCE**

- 8.1** TNRDC will hold a Pre-Proposal Conference(s) in order to clarify and discuss any provision or requirements with respect to Tender Documents.
- 8.2** The Bidders are encouraged to send their queries through e-mail at [tenders@tnrdc.com](mailto:tenders@tnrdc.com).
- 8.3** Pre-Proposal Conference of the Bidders shall be held at the date and time as specified in Clause 2.4 of the RFQ-cum-RFP at “Office of The Chief General Manager, Tamil Nadu Road Development Company Ltd. (TNRDC), Address: Corp. Office: 171, Tamil Nadu Maritime Board Building, 2nd Floor, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai – 600 028. Tamil Nadu, India”. Only the bidders who have successfully paid the Tender Document Fee as stated in Clause 3.11 on or before the scheduled date of the Pre-Proposal Conference as mentioned in Clause 2.4, will be eligible to participate in the Pre-Proposal Conference.
- 8.4** Attendance of the Bidder at the Pre-Proposal Conference is not mandatory. However, subsequent to the date of the Pre-Proposal Conference TNRDC shall not respond to questions or inquiries from any Bidder.
- 8.5** During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of TNRDC. TNRDC 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.

## **CHAPTER 9 – MISCELLANEOUS**

- 9.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 9.2** TNRDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b. consult with any Bidder in order to receive clarification or further information;
  - c. retain any information and/ or evidence submitted to TNRDC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 9.3** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases TNRDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**APPENDIX – 1**  
**Letter Comprising the Proposal**

Date:

To,  
**The Chief General Manager,**  
**Tamil Nadu Road Development Company Ltd. (TNRDC),**  
Corp. Office: 171, Tamil Nadu Maritime Board Building,  
2<sup>nd</sup> Floor, South Kesavaperumal Puram,  
Pasumpon Muthuramalingam Road (Greenways Road),  
Raja Annamalai Puram, **Chennai – 600 028.** Tamil Nadu, India.

**Sub:** Proposal for Development of Circular Shape Automatic / Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children's Park and Bus Parking Bay, at Siruseri near SIPCOT Junction, in OMR, Chennai, on DBFOT basis – **Submission of Proposal - Reg.**

Dear Sir,

With reference to your RFQ-cum-RFP document No. xxxx dated \*\*\*\*\*, I/we, having examined the Bid Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

2. I/ We acknowledge that TNRDC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to TNRDC any additional information it may find necessary or require to supplement or authenticate the Proposal.
5. I/ We acknowledge the right of TNRDC to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any of the Consortium Members<sup>£</sup> 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:

<sup>£</sup> All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder. <sup>£</sup> If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.



- (a) I/ We have examined and have no reservations to the Bid Documents, including any Addendum/Corrigendum issued by TNRDC;
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 3.2.12 and 3.2.14 of the RFQ-cum-RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 7.3 of the RFQ-cum-RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with TNRDC or any other public sector enterprise or any government, Central or State;
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 7 of the RFQ-cum-RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - (e) the undertakings given by us along with the Proposal in response to the RFQ-cum-RFP for the Project were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Proposal for the Project, without incurring any liability to the Bidders, in accordance with Clause 6.7 of the RFQ-cum-RFP document.
  9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ-cum-RFP Document.
  10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Proposal for the Project.
  11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/any Member of Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or State Government or convicted by a Court of Law.
  13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
  14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate TNRDC of the same immediately.

15. I/ We understand that the Selected Bidder shall incorporate a Special Purpose Vehicle as a company under the Indian Companies Act, 1956, prior to execution of the Concession Agreement.
16. 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 TNRDC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/We have carefully studied all the Bid Documents and also inspected and surveyed the Project Site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by TNRDC or in respect of any matter arising out of or relating to the Bidding Process including the award of Development rights.
19. I/We offer a Bid Security of **INR 1,87,26,000/- (Rupees One Crore Eighty Seven Lakhs Twenty Six Thousand Only)** to TNRDC in accordance with the RFQ-cum-RFP Document.
20. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strikeout whichever is not applicable) is attached.
21. The documents accompanying the Proposal, as specified in Clause 6.3.2 of the RFQ-cum-RFP, have been submitted in separate envelopes and marked as "Qualification Proposal" & "Financial Proposal".
22. I/We agree and understand that the Proposal is subject to the provisions of the Bid Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Development right is not awarded to me/us or our Proposal is not opened or rejected.
23. The Annual Payment has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ-cum-RFP, draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the Project Site and all the conditions that may affect the Project cost and implementation of the Project.
24. I/ We agree and undertake to abide by all the terms and conditions of the RFQ-cum-RFP document.
25. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the liabilities arising out of breach of any obligations of the Concessionaire under the Concession Agreement.}
26. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFQ-cum-RFP and may be extended for 180 (one hundred and eighty) days only in writing from TNRDC.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFQ-cum-RFP Document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory) Name  
and seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

**Annex- I**  
**DETAILS OF BIDDER**

- 1 (a) Name  
(b) Country of Incorporation  
(c) Address of the corporate headquarters and its branch office (s), if any, in India  
(d) Date of incorporation and / or commencement of business
- 2 Brief description of the Company including details of its main lines of business and proposed 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:
- 4 Details of individual (s) who will serve as the point of contact / communication for TNRDC, within the Company
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone No.
  - (e) E-mail address:
  - (f) Fax No.
- 5 In case of Consortium:
  - (a) The information above (1-3) should be provided for all the Members of the Consortium
  - (b) A copy of Memorandum of Understanding, as envisaged in Clause 3.2.9 (e) should be attached to this Proposal
  - (c) Information regarding role of each Member should be provided as per table below:

S. No	Member Code	Name of Member	Role of Member
1			
2			
3			

- 6 A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration / blacklisting in the past 7 years is given below (Attach extra sheets, if necessary):

Specify whether Lead Member, Other member or Associate Member

(Signature of Authorised Signatory)  
**Company seal & stamp**

**Annex – II**  
**FORMAT FOR ESTABLISHING EXPERIENCE OF BIDDER**

**Bid Response Sheet 1**  
**Details of Eligible Project**

**Project Code:**

**Member Code:**

1	Name of Project	
2	Location and Country	
3	Category:	
4	Name of Employer	
5	Employer's address, telephone and fax no.	
6	Project Cost/ Capital Cost (in INR)	
7	Year-wise (a) payments made for development of PPP projects; or (b) payments received/ made for construction (in INR)	
8	Date of Commencement of Project/ Contract	
9	Date of Completion/ Commissioning	
10	Equity shareholding of the Bidder/member of the Consortium (With period during which such equity was held)	

- i. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 5.4.4 and 5.4.5 of the RFQ cum RFP, as the case may be. Information provided in this section is intended to serve as a back-up for information provided in the Proposal. Bidders should also refer to the Instructions below.
- ii. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1-LM, the Project Codes would be LM1a, LM1b, LM1c, LM1d etc., for Member 2-TM the Project Codes shall be TM1a, TM1b, TM1c, TM1d etc., and so on.
- iii. A separate sheet should be filled for each of the Eligible Projects.
- iv. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member.
- v. The figures to be provided here should indicate the break-up for the past 7 (seven) financial years. Year 1 refers to the financial year immediately preceding the Proposal Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on. For Categories 1 & 2, expenditure on development of the project should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 5.4.4 (d). In case of Categories 3, 4 & 5, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 5.4.5. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.

**Annex III**

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

**Bid Response Sheet 2  
Format for Financial Capability**

**Turnover & Net worth**

Name of Bidder / Consortium Members	Net Worth (INR. Crore) As on 31 <sup>st</sup> March 2015	Effective Net Worth (INR. Crore) As on 31 <sup>st</sup> March 2015	Turnover (INR Crores)			Net Cash Accruals (INR. Crore) As on 31 <sup>st</sup> March 2015	Effective Net Cash Accruals (INR. Crore) As on 31 <sup>st</sup> March 2015	Equity Share (%)
			2012 -13	2013 -14	2014 -15			
Name of Single Entity Bidder/Consortium Member 1								
Name of Consortium Member 2								
Name of Consortium Member 3								
<b>Total</b>								

Effective Net worth\* = INR \_\_\_\_\_ Crore (In words)

Average Turnover\* = INR \_\_\_\_\_ Crore (In words)

Effective Net Cash Accruals\* = INR \_\_\_\_\_ Crore (In words)

*\*in case of Consortium, the calculations shall be done as per instruction mentioned in Clause 5.5.3 of the RFQ-cum-RFP*

*#The Bidder shall furnish the details as per the latest Audited Annual Report [Refer Clause 5.5.3 of the RFQ-cum-RFP and the note given below]*

(Signature of Authorised Signatory)

**Company seal & stamp**

**Note :**

- The above stated Financial Capability for Single Entity and the Consortium shall be duly certified by a Statutory Auditor/ Chartered Accountant in the format provided as Bid Response Sheet 3.
- In case of a Consortium, each member of the Consortium shall provide a separate certificate in the format provided as Bid Response Sheet 3.
- Such certificate shall be provided on the letter head of the Statutory Auditor/Chartered Accountant containing its seal and registration no.
- The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Proposal Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder or Consortium Members;
  - (b) be audited by a statutory auditor or certified by chartered accountant, as the case may be;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Instructions for calculation of Financial Capability:
  - Net Worth = Equity Share Capital: Issued, Subscribed and Paid -up (+) Reserves & Surplus (excluding Revaluation Reserves and reserves not available for distribution to equity share holders) (-) Miscellaneous expenses not written off and debit balance in Profit and Loss account (-) Deferred Tax Assets
  - Year 1 (2012-13) will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
  - Net Cash Accruals = Profit After Tax (PAT) + Depreciation + Miscellaneous Expenses Written Off + Amortisation of Intangible Fixed Assets + Provision for Deferred Tax Liability – Deferred Tax Asset + ESOP Expenses + Impairment of Fixed Assets – ESOP Expenses written back – Dividend (Or as per the audited Balance Sheets of the Company)

**Bid Response Sheet B**  
**Format for Certification by Statutory Auditor/Chartered Accountant**  
*(on letterhead of the Statutory Auditor/Chartered Accountant)*

This is to certify that M/s \_\_\_\_\_ (Name of the Bidder/member of Consortium) has Net Worth and Turnover (calculated in accordance with the RFQ cum RFP Document) as set out in the following tables:

**Net Worth A**

Particulars A	Amount (INR in Cr.) As on 31 <sup>st</sup> March, 2015 A
Subscribed and Paid-up Equity (a) A	A
Reserves (b) A	A
(a) + (b) A	A
Revaluation reserves (c) A	A
Miscellaneous expenditure not written off (d) A	A
Reserves not available for distribution to Equity Shareholders (e)	A
Deferred Tax Asset (f)	A
(c) + (d) + (e) + (f)	A
<b>Net Worth for Year A (a) + (b) - (c) + (d) + (e) + (f)</b>	A

**Turnover A**

Particulars A	Amounts (INR Crores) A		
	2012-13 A	2013-14 A	2014-15 A
Turnover	A	A	A
Average Turnover	A		

**Net Cash Accruals A**

Particulars A	Amount (INR in Cr.) As on 31 <sup>st</sup> March, 2015 A
(a) Profit After Tax (PAT) A	A
(b) Depreciation A	A
(c) Miscellaneous Expenses Written Off	A
(d) Amortisation of Intangible Fixed Assets	A
(e) Provision for Deferred Tax Liability	A
(f) ESOP Expenses	A
(g) Impairment of Fixed Assets	A
(a) + (b) + (c) + (d) + (e) + (f) + (g)	A



Particulars	Amount (INR in Cr.) as on 31 <sup>st</sup> March, 2015
(h) Deferred Tax Asset	
(i) ESOP Expenses written back	
(j) Dividend	
(h) + (i) + (j)	
<b>Net Cash Accruals</b> $\{(a) + (b) + (c) + (d) + (e) + (f) + (g)\} - \{(h) + (i) + (j)\}$	

**Signature, Name, Seal, Address and Membership No. of Statutory Auditor**

**APPENDIX – II**

**Bank Guarantee for Bid Security**

B.G. No.

Dated:

**Tamil Nadu Road Development Company Ltd. (TNRDC),**

Address: Corp. Office: 171, Tamil Nadu Maritime Board Building,  
2<sup>nd</sup> Floor, South Kesavaperumal Puram,  
Pasumpon Muthuramalingam Road (Greenways Road),  
Raja Annamalai Puram, **Chennai – 600 028**, Tamil Nadu, India.

1. In consideration of Tamil Nadu Road Development Company Ltd. (TNRDC) having its main office at: 171, Tamil Nadu Maritime Board Building, 2nd Floor, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai – 600 028. Tamil Nadu, India, (hereinafter referred to as the “Authority” or “TNRDC”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of ..... (a company registered under the Companies Act, 1956) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the *“Development of Circular Shape Automatic/Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children’s Park and Bus Parking Bay, at Siruseri, Near SIPCOT Junction, in OMR, Chennai, On Design, Build, Finance, Operate and Transfer (DBFOT) basis”* (hereinafter referred to as the “Project”) pursuant to the RFQ-cum-RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the Draft Concession Agreement (hereinafter collectively referred to as “Bid Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 3.12.1 of the RFQ cum-RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bid Documents (including the RFQ-cum-RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **INR 1,87,26,000/- (Rupees One Crore Eighty Seven Lakhs Twenty Six Thousand Only)** (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bid Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents including failure of the said Bidder to keep its Proposal open during the Proposal validity period as set forth in the said Bid Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **INR 1,87,26,000/- (Rupees One Crore Eighty Seven Lakhs Twenty Six Thousand Only)**.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal validity period set forth in the said Bid Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bid Documents or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bid Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bid Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail or by hand to the Bank at the address set forth herein.
9. We undertake to make the payment within 12 (twelve) hours on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
  
13. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to **INR 1,87,26,000/- (Rupees One Crore Eighty Seven Lakhs Twenty Six Thousand Only)**. The bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the Proposal Due Date)].

Signed and Delivered by ..... Bank

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

(Signature of the Authorised Signatory)  
(Official Seal)

**APPENDIX – III**

**Power of Attorney for signing of Proposal**

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the **“Attorney”**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for the *“Development of Circular Shape Automatic/Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children’s Park and Bus Parking Bay, at Siruseri, Near SIPCOT Junction, in OMR, Chennai, On Design, Build, Finance, Operate and Transfer (DBFOT) basis”* (the **“Project”**) Project proposed by Tamil Nadu Road Development Company Ltd. (the **“Authority”** or **“TNRDC”**) including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with TNRDC.

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

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

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

**Notes:**

- *This Power of Attorney is required to be executed on a Non-Judicial stamp paper of not less than **INR 100/-**.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

**APPENDIX – IV**

**Power of Attorney for Lead Member of Consortium**

Whereas Tamil Nadu Road Development Company Ltd. (the "**Authority**" or "**TNRDC**") has invited proposals from the eligible bidders for the "*Development of Circular Shape Automatic/Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children's Park and Bus Parking Bay, at Siruseri, Near SIPCOT Junction, in OMR, Chennai, On Design, Build, Finance, Operate and Transfer (DBFOT) basis*" ("**the Project**").

Whereas, ....., ..... and ..... (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFQ-cum-RFP and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's proposal for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Development rights, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its proposal for the Project, including but not limited to signing and submission of all applications, proposals and other documents and writings, accept the Letter of Intent, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's proposal for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

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

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

Notes:

- *This Power of Attorney is required to be executed on a Non-Judicial stamp paper of not less than **INR 100/-**.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*



**APPENDIX – V**

**FORMAT FOR ANTI-COLLUSION CERTIFICATE**  
*[To be submitted on the letter heads of the Bidder]*  
**Anti-Collusion Certificate**

Date: -----

**The Chief General Manager,**  
**Tamil Nadu Road Development Company Ltd. (TNRDC),**  
Corp. Office: 171, Tamil Nadu Maritime Board Building,  
2<sup>nd</sup> Floor, South Kesavaperumal Puram,  
Pasumpon Muthuramalingam Road (Greenways Road),  
Raja Annamalai Puram, **Chennai – 600 028.** Tamil Nadu, India.

**Sub:** Proposal for Development of Circular Shape Automatic / Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children's Park and Bus Parking Bay, at Siruseri near SIPCOT Junction, in OMR, Chennai, on DBFOT basis - **Anti-Collusion Certificate - Reg.**

Sir,

We hereby 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 nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2014\_

Name of the Bidder  
Signature of the Authorised Person

**Note:**

*To be submitted separately by each Member in case of Consortium.*

**APPENDIX – VIA**

**FORMAT FOR PROJECT UNDERTAKING**

*[To be submitted on the letter heads of the Bidder/Lead Member of the Consortium]*

Date: -----

**The Chief General Manager,  
Tamil Nadu Road Development Company Ltd. (TNRDC),**  
Corp. Office: 171, Tamil Nadu Maritime Board Building,  
2<sup>nd</sup> Floor, South Kesavaperumal Puram,  
Pasumpon Muthuramalingam Road (Greenways Road),  
Raja Annamalai Puram, **Chennai – 600 028**, Tamil Nadu, India.

**Sub:** Proposal for Development of Circular Shape Automatic / Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children's Park and Bus Parking Bay, at Siruseri near SIPCOT Junction, in OMR, Chennai, on DBFOT basis - **Project Undertaking - Reg.**

Sir,

We have read and understood the Bid Document in respect of the captioned project provided to us by the Chief General Manager, Tamil Nadu Road Development Company Ltd. (TNRDC).

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.
  
- (b) We are not barred and black listed by the Government of India or the any state government, statutory authority, local body, public sector undertaking or their Departments or Agencies from participating in any projects.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_,

Name of the Bidder

\_\_\_\_\_  
Signature of the Authorised Person

**Company seal & stamp**

**APPENDIX – VIB**

**FORMAT FOR PROJECT UNDERTAKING**

*[In case of Consortium]*

*[To be submitted separately by each member of the Consortium on their letterheads]*

Date: -----

**The Chief General Manager,**  
**Tamil Nadu Road Development Company Ltd. (TNRDC),**  
Corp. Office: 171, Tamil Nadu Maritime Board Building,  
2<sup>nd</sup> Floor, South Kesavaperumal Puram,  
Pasumpon Muthuramalingam Road (Greenways Road),  
Raja Annamalai Puram, **Chennai – 600 028.** Tamil Nadu, India.

**Sub:** Proposal for Development of Circular Shape Automatic / Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children's Park and Bus Parking Bay, at Siruseri near SIPCOT Junction, in OMR, Chennai, on DBFOT basis – **Project Undertaking by each member - Reg.**

Sir,

We have read and understood the Bid Document in respect of the captioned project provided to us by the Chief General Manager, Tamil Nadu Road Development Company Ltd. (TNRDC).

We hereby agree and undertake to be an exclusive member of the consortium and neither a member of any other consortium nor an independent Bidder, bidding for this project and have submitted only one (1) Proposal in response to this RFQ-cum-RFP

Dated this \_\_\_\_\_ Day of \_\_\_\_\_,

Name of the Bidder

\_\_\_\_\_  
Signature of the Authorised Person

**Company seal & stamp**

**APPENDIX – VII**

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

**FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU)**

**This Memorandum of Understanding (MOU)** entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 at \_\_\_\_\_

Among

\_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_") and having office at \_\_\_\_\_, India

**Party of the First Part**

And

\_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_") and having office at \_\_\_\_\_, India **Party**

**of the Second Part**

And

\_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_") and having office at \_\_\_\_\_, India **Party**

**of the Third Part**

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

**WHEREAS** Tamil Nadu Road Development Company Ltd. (TNRDC) has invited RFQ-cum-RFP from entities interested in Development of Circular Shape Automatic / Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children's Park and Bus Parking Bay, at Siruseri near SIPCOT Junction, in OMR, Chennai, on DBFOT basis (hereinafter referred as "**Project**".)

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

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

1. That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated. The said SPV shall not undertake any other business during the Agreement Period and prior to the start of implementation of the Project.
2. That the equity share holding of the Parties in the issued and paid up capital of the SPV shall not be less than as required under the RFQ-cum-RFP and the Concession Agreement, during the Agreement Period.
3. That M/s\_\_\_\_\_, M/s\_\_\_\_\_, and M/s\_\_\_\_\_, who are Members of the Consortium commit to hold the following equity stake in the SPV which are in line with the requirements of Section 5 of Evaluation criteria of the RFQ-cum-RFP Document at all times during the Agreement Period.

Name of Member	Type of Member	% of Shareholding
1. M/s.		
2. M/s.		
3. M/s.		

- That the shareholding commitments shall be recorded in the Concession Agreement and that any dilution in the equity holding by the Parties in the SPV shall be as per the provisions of the Concession Agreement that will be executed on award of the Project to us.
- That there shall be no change in the lead member during the entire Agreement Period.
- That the Parties shall carry out all responsibilities as Concessionaire in terms of the Concession Agreement.
- That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

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

- That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession agreement to be executed on award of the Project.
- 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. They shall not negotiate with any other party for this Project.
- That this MOU 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 herein.

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

**Signature:**

- Name & Designation of the Authorized Person of First Party First Party seal & stamp
- Name & Designation of the Authorized Person of Second Party Second Party seal & stamp
- Name & Designation of the Authorized Person of Third Party Third Party seal & stamp

**Witness:**

- First Party
- Second Party
- Third Party

**Note:**

The above template may be suitably altered to suite two parties instead of three. But the gist of the MoU shall have to remain the same.

**APPENDIX – VIII**  
**Format for Financial Proposal**  
(On Bidder's Letter Head)  
(To be enclosed in a separate envelope-Envelope-2)

**To**  
**The Chief General Manager,**  
**Tamil Nadu Road Development Company Ltd. (TNRDC),**  
Corp. Office: 171, Tamil Nadu Maritime Board Building,  
2<sup>nd</sup> Floor, South Kesavaperumal Puram,  
Pasumpon Muthuramalingam Road (Greenways Road),  
Raja Annamalai Puram, **Chennai – 600 028**, Tamil Nadu, India.

**Sub:** Development of Circular Shape Automatic / Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children's Park and Bus Parking Bay, at Siruseri near SIPCOT Junction, in OMR, Chennai, on DBFOT basis – **Submission of Financial Proposal-Reg.**

Dear Sir

We are pleased to submit our Financial Proposal for the Development of Circular Shape Automatic / Robotic Type Multi Level Car Parking, Including Roof Top Restaurant, Commercial Units, Drive in Restaurant, Children's Park and Bus Parking Bay, at Siruseri near SIPCOT Junction, in OMR, Chennai, on DBFOT basis, as follows:

1. We hereby offer to pay Annual Payment of INR \_\_\_\_\_ (in words) plus applicable taxes & levies to Authority as per the terms of the Bid Documents including the RFQ-cum-RFP and especially but not limited to Article 21 / Schedule H of the draft Concession Agreement, apart from an annual license fee of Rs.10 per Sq.m. for the site payable as stated in the Draft Concession Agreement.
2. We further agree that the above mentioned annual payment payable to TNRDC will be annually incremented by 10 % (Cumulative) plus applicable taxes & levies (from 3<sup>rd</sup> year from effective date of the concession agreement) and that this payment payable starts with year 1 of the concession agreement and ends at the 20 year (end of concession period) or when terminated whichever is earlier in accordance with the RFQ-cum-RFP & Draft Concession Agreement.
3. We hereby agree that if we prefer to pay the annual payment to be paid to TNRDC, in a quarterly fashion, we may do so with prior permission from TNRDC (obtained for each of the respective years 30 days before the due date) with a payment of 10 % more than the actual annual payment plus applicable taxes & levies as stated in Article 21 / Schedule H of the Draft Contract Agreement.
4. We agree to pay the Annual Payment in accordance with the terms of the Bid Documents including the RFQ-cum-RFP and draft Concession Agreement.
5. We hereby declare that our Financial Proposal is unconditional in all respects and there are no deviations from the stated terms in the Bid Documents.
6. The aforesaid Annual Payment has been quoted by us after taking into consideration all the terms and conditions stated in the Bid Documents including the RFQ-cum-RFP, Concession Agreement, our own estimates of demand, costs and revenues and after a careful assessment of the Project Site and all the conditions that may affect the Proposal.

Yours faithfully,

Date:

Place:

Rubber Seal of the Bidder/  
Lead Member of the Consortium

(Signature of the Authorized Signatory)  
(Name and designation)

## **APPENDIX – IX**

### **Business Plan**

The Business Plan shall be submitted in report format, which should cover inter alia the aspects indicated below:

- i) Copy of the Site Layout Plan
- ii) Specifications & Standards for development of various Project Components
- iii) Project Scheduling, Project Costing, Environment and Project Management Plan
- iv) Project Funding Strategy, Venue Marketing & Utilization Plan
- v) Details of Construction Technology (equipments and machinery) to be used
- vi) Profile of Key Management Team

**NOTE:**

The Bidder should prepare the business plan after taking into account the Concessionaire’s obligations as set out in the draft Concession Agreement (including relating to Scope of Project, Commercial Considerations as mentioned in the Concession Agreement, Applicable Permits, Specifications and Standards, etc)

**APPENDIX – X**  
**Format for Details of the Professionals employed with the Bidder**

**Max Marks = 2**

<b>Category of Qualification</b>	<b>Nos. of Personnel having Experience more than 10 Years</b>	<b>Nos. of Personnel having Experience more than 5 Years but less than 10 Years</b>	<b>Nos. of Personnel having Experience less than 5 Years</b>
Chartered Accountants / MBA (Finance) or Equivalent			
Graduates in Civil Engineering / Planning/ Architecture or Equivalent			
MBA (Marketing) or Equivalent			

**Note:**

1. Experience means experience in construction development.
2. CVs of each professional are required to be furnished in the Format available at Annexure A of Appendix X. For awarding the marks only those professionals will be considered whose CVs are submitted in the prescribed format.

(Signature of the Authorized Signatory)

(Official Seal)



**Annexure A of APPENDIX – X**

**Format for CV of Professionals**

1. **Name of Staff** [*Insert full name*]:
2. **Date of Birth**:
3. **Nationality**:
4. **Education**[*Indicate Degrees attained, University/Institution/college where from the qualification has been attained and Year of attaining the qualification*]:
5. **Membership of Professional Associations**:
6. **Other Training** [*Indicate significant training since degrees under point 5 above - Education were obtained*]:
7. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]:
8. **Languages**

Language	Speaking	Reading	Writing

**9. Employment Record**

From	To	Employer	Positions Held

**10. No of years of experience in real estate development**

**11. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
[Signature of staff member]

\_\_\_\_\_  
Date:

\_\_\_\_\_  
[Signature of the authorized representative of the Bidder]

\_\_\_\_\_  
Date:

Full name of authorized representative:

**Note:**

The Age Proof and Education Qualifications of each of the Personnel are to be provided along with the CVs.

**APPENDIX – XI**

**Format of Details of Machineries and Equipments**

S. No	Name of Machinery/Equipment	Nos	Capacity or Type	Age	Condition	Ownership Status			Current Location
						Presently Owned	Leased	To be Purchased	
	<b>Earth moving equipment</b> 1. Excavators (various sizes) <b>Equipment for hoisting &amp; lifting</b> 1. Tower 2. Builder's hoist <b>Equipment for concrete work</b> 1. Concrete batching plant 2. Concrete pump 3. Concrete transit mixer 4. Concrete mixer (diesel) 5. Concrete mixer (electrical) 6. Needle vibrator (electrical) 7. Needle vibrator (petrol) 8. Table vibrator (elect./petrol) <b>Equipment for building work</b> 1. Block making machine 2. Bar bending machine 3. Bar cutting machine 4. Wood thickness planer 5. Drilling machine 6. Circular saw machine 7. Welding generators 8. Welding transformer 9. Cube testing machines 10. M.S. Pipes 11. Steel shuttering 12. Steel scaffolding 13. Grinding/polishing machines <b>Equipment for road work</b> 1. Road rollers 2. Bitumen paver 3. Hot mix plant 4. Spreaders 5. Earth rammers 6. Vibratory road rollers <b>Equipment for transportation</b> 1. Tipper 2. Trucks <b>Pneumatic equipment</b> 1. Air compressor (diesel) <b>De-watering equipment</b> 1. Pump (diesel) 2. Pump (electric) <b>Power equipment</b> 1. Diesel generators (Any other plant/equipment)								