



**REQUEST FOR QUALIFICATION (RFQ)**

**(RFQ NO: VMHS/20/12)**

**DEVELOPMENT OF VYTTILA MOBILITY HUB – PHASE II  
ON  
PUBLIC PRIVATE PARTNERSHIP BASIS**

**VYTTILA MOBILITY HUB SOCIETY**

**2<sup>nd</sup> floor, “Sreevalsam”, RSAC Road,**

**Vyttila P.O., Kochi - 682019**

**Transaction Advisor: KITCO LTD., KOCHI**

**MARCH 2016**

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### **Disclaimer**

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

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

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

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

information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

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

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

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

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

## Glossary

<b>Aggregate Experience Score</b>	As defined in Clause 3.2.4
<b>Applicant(s)</b>	As defined in Clause 1.3.1
<b>Application</b>	As defined in the Disclaimer
<b>Application Due Date</b>	As defined in Clause 1.1.5
<b>Associate</b>	As defined in Clause 2.2.11
<b>Authority</b>	As defined in Clause 1.1.1
<b>Bids</b>	As defined in Clause 1.3.3
<b>Bid Due Date</b>	As defined in Clause 1.3.3
<b>Bid Security</b>	As defined in Clause 1.3.4
<b>Bidders</b>	As defined in Clause 1.1.1
<b>Bidding Documents</b>	As defined in Clause 1.3.3
<b>Bidding Process</b>	As defined in Clause 1.3.1
<b>Bid Stage</b>	As defined in Clause 1.3.1
<b>BOT</b>	Build, Operate and Transfer
<b>Concessionaire</b>	As defined in Clause 1.1.2
<b>Concession Agreement</b>	As defined in Clause 1.1.2
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(c)
<b>Consortium</b>	As defined in Clause 2.2.1(a)
<b>DBFOT</b>	As defined in Clause 1.1.1
<b>Eligible Experience</b>	As defined in Clause 2.2.2.1
<b>Eligible Projects</b>	As defined in Clause 2.2.2.1
<b>Estimated Project Cost</b>	As defined in Clause 1.1.4
<b>Experience Score</b>	As defined in Clause 3.2.2
<b>Financial Capacity</b>	As defined in Clause 2.2.2.7
<b>Government</b>	Government of Kerala
<b>Highest Bidder</b>	As defined in Clause 1.3.8
<b>IST</b>	Indian Standard Time
<b>Joint Bidding Agreement</b>	As defined in Clause 2.2.7 (g)
<b>Lead Member</b>	As defined in Clause 2.2.7 (c)
<b>LOA</b>	Letter of Award
<b>Member</b>	Member of a Consortium
<b>Net Worth</b>	As defined in Clause 2.2.4 (ii)
<b>O&amp;M</b>	Operation and Maintenance
<b>PPP</b>	Public Private Partnership
<b>Premium</b>	As defined in Clause 1.3.8
<b>Project</b>	As defined in Clause 1.1.1
<b>Qualification</b>	As defined in Clause 1.3.1
<b>Qualification Stage</b>	As defined in Clause 1.3.1
<b>₹ or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in Clause 1.3.1
<b>RFQ</b>	As defined in the Disclaimer

<b>SPV</b>	As defined in Clause 2.2.7
<b>Technical Capacity</b>	As defined in Clause 2.2.2.6
<b>Threshold Technical Capacity</b>	As defined in Clause 2.2.2.6
<b>VAT</b>	Value Added Tax

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 above.

## **Invitation for Qualification**

## 1. INTRODUCTION

### 1.1. Background

1.1.1. The Vyttila Mobility Hub Society (hereinafter called as the “**Authority**”) has decided to undertake the development and operation & maintenance of Vyttila Mobility Hub – Phase II (hereinafter called as the “**Project**”) through Public-Private Partnership (hereinafter called as the “**PPP**”) on Design, Build, Finance, Operate and Transfer (hereinafter called as the “**DBFOT**”) basis. The Authority has, therefore, decided to carry out the bidding process for selection of a private entity to whom the Project may be awarded. Brief particulars of the Project are as follows:

<b>Name of the Project</b>	<b>Indicative Project Cost (INR in Million)</b>
Development of Vyttila Mobility Hub – Phase II	<b>3680.00</b>

The Project shall be combined with permitted commercial development/activities to make the Project commercially viable.

The proposed concession period is 30 (thirty) years (hereinafter called as the “**Concession Period**”) which is indicative and shall be finalized during the Bid Stage.

The Authority intends to pre-qualify and short-list suitable Applicants (hereinafter called as the “**Bidders**”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

1.1.2. The selected Bidder, who shall be incorporated as a Special Purpose Vehicle prior to execution of the concession agreement (hereinafter called as the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a concession agreement (hereinafter called as the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

- 1.1.3. The existing facilities of the Vyttila Mobility Hub developed in Phase I will be handed over to the Selected Bidder. The scope of work will broadly include development of Vyttila Mobility Hub Phase II including design, financing, construction, completion, commissioning and integrating with the existing infrastructure and facilities developed in Phase I and operation and maintenance of the entire Project Facilities and all activities incidental thereto and transfer of the Project and Project Facilities free of cost and in good working condition to the Authority at the end of the Concession Period. The Selected Bidder shall have to develop the Project up to the desired level of service as defined by the Authority elsewhere in this RFQ and the Bidding Documents, as a whole as per the specifications to be given in the Bidding Documents, under a Public Private Partnership (PPP) model. Appropriate arrangements shall be in position for ensuring the availability of the existing level of service during the project construction period.
- 1.1.4. Indicative capital cost of the Project (hereinafter called as the “**Estimated Project Cost**”) with revision, if any, will be specified in the Bidding Documents of the Project. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5. The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Applications (hereinafter called as the “**Application Due Date**”).

## **1.2. Indicative provisions of the Project**

- 1.2.1. The Project envisages the development of a Mobility Hub for operating Kerala State Road Transport Corporation (KSRTC) buses, Kerala Urban Road Transport Corporation (KURTC) buses, Inter-state buses, private bus services, etc. by providing adequate bus circulation area, bus bays, passenger amenities, ancillary facilities and commercial zones. The Mobility Hub will integrate the road transport with water transport facility and Metro Rail facility.
- 1.2.2. The Project is proposed to be implemented on a Design Build Finance Operate and Transfer (DBFOT) basis for the specified Concession Period on a Revenue share model.

1.2.3. For commercial utilisation, the Selected Bidder shall have the right to design and develop appropriately, the additional space for commercial activities in the premises limited to a maximum area to be specified in the RFP document, without compromising/sacrificing the Service Level Requirements to be specified in the RFP document. However, the following commercial activities are not permitted.

- Convention Centre and Marriage Halls
- Hospitals
- Multiplex with total seating capacity exceeding 400
- Liquor bars/liquor outlets/Beer and Wine parlours

The list of non-permissible commercial activities will be clearly specified in the RFP document.

1.2.4. The land ownership will remain with the Authority and the land will be provided to the Selected Bidder under development and concession rights for the Concession Period.

1.2.5. For the project, the Authority proposes to provide a land parcel, admeasuring about 19.50 acres including the area of the facilities developed in Phase I. The extent of the land is indicative and the same will be finalized during the Bid Stage.

1.2.6. On expiry of the Concession Period, the land along with the Project Facilities including the existing facilities of Phase I and all infrastructure created and all the equipment erected/installed as a part of the Project shall stand transferred free from all encumbrances and free of cost to the Authority in good working conditions, normal wear and tear exempted, as per the transfer procedures specified in the Concession Agreement.

1.2.7. The Construction Requirements including technical specifications for construction, Service Level Requirements and O&M Requirements of the Project shall be provided in the RFP document and it shall be binding upon the Concessionaire. The Selected Bidder shall endeavor to incorporate green building concepts to the extent possible in the building design.

- 1.2.8. The mandatory payments towards architect's fees, consultancy charges, development charges, impact fees (as applicable), all expenses towards tariffs, taxes, electricity, water, communication bills, O&M expenses, fees to any agency, etc., during the Concession Period shall be the responsibility of the Concessionaire.
- 1.2.9. The Selected Bidder shall operate and maintain the facilities already developed in Phase I as per the conditions to be specified in the Bidding Documents.
- 1.2.10. The Selected Bidder shall provide right of access from the Project Site to the land held by the Authority with not less than two access points. The details shall be specified in the RFP Document.
- 1.2.11. The Selected Bidder shall be responsible to ensure strict compliance to the zoning regulations and applicable rules, regulations and guidelines of Local Government and State and Central Governments and any violation thereof shall be considered and dealt as a major breach of the conditions of the Concession Agreement.
- 1.2.12. The Selected Bidder shall be responsible for developing and maintaining common user facilities for bus operations, passenger amenities including retiring rooms, toilets, etc., rest rooms for bus crew, administration area, passenger vehicle parking facility, etc.
- 1.2.13. The Selected Bidder shall develop and maintain the systems for uninterrupted power supply, signage, potable drinking water, sewage treatment, drainage, solid waste collection and disposal, waste water and effluent treatment, etc. The Selected Bidder shall be responsible for the upkeep and maintenance of entire premises under sound, neat, clean and hygienic condition during the Concession Period, at his cost. The details shall be specified in the RFP Document.
- 1.2.14. The Selected Bidder shall be responsible for the upkeep and maintenance of the land earmarked for construction of Metro station under sound, neat, clean and hygienic condition during the Concession Period, at his cost. The details shall be specified in the RFP Document.
- 1.2.15. The Project shall include, but not limited to, the following:
- (a) A Mobility Hub with adequate bus circulation area, skew and parallel parking bus bays, idle parking bays, passenger concourse area, passenger amenities &

facilities such as, seating berths, enquiry counter, reservation counter, bus information display systems, food & beverage outlets, toilet blocks, rest room for bus crew, retiring rooms for passengers, cloak room, wi-fi facility, administration area, sign boards, required furniture & fixtures, electrical fittings, power, water & other utilities and other related requirements for the Project.

- (b) Seamless integration with all modes of transportation converging at the Mobility Hub including connectivity to proposed Metro Rail Station and water transport facility.
- (c) An office space area of 500 square meters to be handed over to the Authority free of cost.
- (d) All the facilities for power supply, water supply, sanitation, external and internal electrification and lighting and all the other allied works for the Project.
- (e) Adequate parking area for the vehicles of passengers and commercial area users.
- (f) Adequate parking area for taxi/auto-rickshaws.
- (g) All the other allied facilities like space for police aid post, information kiosks, first aid centers, fire protection systems, provisions for physically challenged persons, ladies friendly facilities, skywalk, escalators, elevators, protective railings, ventilation system, water supply and plumbing system, drainage system, rainwater harvesting, sewage, waste water and solid waste disposal system, etc.
- (h) Adequate skilled staff for managing the operations and maintenance of the Mobility Hub as per the specific performance standards.
- (i) Providing and maintaining appropriate systems for regulating the movement of buses, pedestrians and passenger vehicles within the respective areas designated for the purpose in the Mobility Hub.
- (j) Providing and maintaining appropriate system for day to day operation and management of the Mobility Hub facilities as per the Service Level

Requirements and O&M Requirements which shall be detailed in the RFP.

- (k) Carrying out following activities to ensure that the Mobility Hub and associated facilities are operated & maintained in an efficient manner:
- i. Civil, electrical and mechanical works for the Mobility Hub including bus circulation and parking areas.
  - ii. Equipment maintenance and servicing.
  - iii. Operation of information systems and signage related to the Mobility Hub operations such as bus arrival and departure, announcement facilities, etc.
  - iv. Operation & maintenance of passenger amenities.
  - v. Collection of user fee from the buses using the Mobility Hub facility.
  - vi. Collection of user fee from the users of retiring rooms, toilets, etc., and parking fees for the vehicles of passengers and commercial area users.
  - vii. Collection of rentals from shops/kiosks, advertisement spaces and areas for other commercial activities.

1.2.16. The layout plan shall be prepared so as to accommodate the space for free movement of the buses, adequate bus bays (operating and idle parking) and required passenger/bus crew amenities including vehicle parking areas.

1.2.17. The revenues to the Concessionaire are expected to be derived from the user fee from buses, user fee from passengers for amenities offered on a pay & use basis, vehicle parking fees, charges for advertisement space in the premises and rentals associated with the commercial space.

1.2.18. The Selected Bidder shall have the right to collect the user fee from buses for using the bus bays (operating and idle parking) and from passengers for using the amenities like toilets, retiring rooms and vehicle parking areas for passengers, at the rates specified by the Authority.

1.2.19. The Selected Bidder shall have the right to fix and collect charges for advertisement space in the premises and rentals associated with the commercial space to be developed by the Concessionaire.

### **1.3. Brief description of Bidding Process**

1.3.1. The Authority has adopted a two-stage bidding process (hereinafter collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The first stage (hereinafter called as the “**Qualification Stage**”) of the process involves qualification (hereinafter called as the “**Qualification**”) of interested parties/consortia who make an Application in accordance with the provisions of this RFQ (hereinafter called as the “**Applicant**”, which expression shall, unless repugnant to the context, include the Members of the Consortium). At the end of this stage, the Authority expects to announce a short-list of up to 8 (eight) suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (hereinafter called as the “**Bid Stage**”) comprising Request for Proposals (hereinafter called as the “**Request for Proposals**” or “**RFP**”).

The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

Applicants can purchase the RFQ document from the office of the Authority by paying a non-refundable RFQ Document Fee of ₹ 52,500 only (Rupees Fifty Two Thousand and Five Hundred only) including 5% (five percent) VAT as the cost of the RFQ process. Alternately, the RFQ document can be downloaded from the website of the Authority: <http://www.vytilamobilityhub.com> and in such case the Applicant shall submit to the Authority the above RFQ Document Fee in the form of demand draft drawn from a Nationalized Bank or a Scheduled Bank in favour of “The Managing Director, Vyttila Mobility Hub Society” payable at Ernakulam, through their representative for attending the pre-application conference or otherwise along with the Application.

1.3.2. In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by

the Authority shall be invited to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to visit the proposed site(s) and familiarize themselves with the Project.

- 1.3.3. In the Bid Stage, the Bidders will be called upon to submit their technical proposals and financial offers (hereinafter called as the “**Bids**”) in accordance with the RFP and other documents to be provided by the Authority (hereinafter collectively called as the “**Bidding Documents**”). The Bidding Documents for the Project will be provided to every Bidder on payment of a process fee for RFP which will be two times the amount specified in Clause 1.3.1. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the date specified in Clause 1.4 for submission of Bids (hereinafter called as the “**Bid Due Date**”).
- 1.3.4. In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of ₹ 36, 800,000 only (Rupees Thirty Six Point Eight Million only) (hereinafter called as the “**Bid Security**”), refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority<sup>§</sup>. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as per the written instruction given by the Authority from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date for the purposes of encashment thereof by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.3.5. Generally, 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 RFP, be invited, in the order of next Highest Bidder and so on, to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason whatsoever. In the event that none of the other Bidders match the Bid of the

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<sup>§</sup> The format of bank guarantee will be published as part of the RFP document

Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

- 1.3.6. During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.
- 1.3.7. As part of the Bidding Documents, the Authority will provide a draft Concession Agreement containing project requirements.
- 1.3.8. Bids will be invited for the Project on the basis of a premium in the form of revenue share (hereinafter called as the “**Premium**”) payable to the Authority for award of the concession subject to the condition that the floor level Premium shall be not less than 6% (six percent) of gross revenue. The Premium amount shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the highest Premium.

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

- 1.3.9. The Concessionaire shall, in consideration of its investment and services, be entitled to levy and collect a pre-determined user fee as fixed by the Authority for the common user services and also to collect and appropriate charges for the non-common user facilities and/or services provided by it as per the terms and conditions of the Concession Agreement.
- 1.3.10. The payment by the Concessionaire to the Authority comprises of (i) Annual Concession Fee at the nominal amount of ₹ 1/- (Rupee One only) and (ii) the Premium.
- 1.3.11. Details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 1.3.12. Any queries or request for additional information concerning this RFQ shall be submitted in writing by speed post/courier/special messenger and by e-mail so as to reach the officer designated in Clause 2.13.3 by the specified date. The envelopes/communications shall clearly bear the following identification/title:

**“Queries/Request for Additional Information: RFQ for Vyttila Mobility Hub – Phase II”****1.4. Schedule of Bidding Process**

The Authority shall endeavor to adhere to the following schedule:

Sl. No	Event Description	Date
	<b>Qualification Stage</b>	
1	Last date for receiving queries	04.04.2016
2	Pre-Application Conference	05.04.2016
3	Response to queries latest by	08.04.2016
4	Application Due Date	18.04.2016
5	Announcement of short-list	Within 15 days of Application Due Date
	<b>Bid Stage</b>	
1	Sale of Bid Documents	To be specified in the RFP document
2	Last date for receiving queries	To be specified in the RFP document
3	Pre-Bid Conference	To be specified in the RFP document
4	Response to queries latest by	To be specified in the RFP document
5	Bid Due Date	To be specified in the RFP document
6	Opening of Bids	On Bid Due Date
7	Letter of Award (LOA)	Within 30 days of Bid Due Date
8	Validity of Bids	120 days of Bid Due Date
9	Signing of Concession	Within 30 days of award of LOA

**1.5. Pre-Application Conference**

The date, time and venue of the Pre-Application Conference shall be:

Date : 05.04.2016

Time : 1400 hours IST

Venue : Vyttila Mobility Hub Society

2<sup>nd</sup> floor, “Sreevalsam”

RSAC Road, Vyttila P.O.

Kochi - 682019

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1. Scope of Application

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

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

#### 2.2. Eligibility of Applicants

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

- (a) The Applicant for pre-qualification may be a single entity or a group of entities (hereinafter called as the “**Consortium**”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- (b) An Applicant may be a natural person (including proprietorship concern), private entity (a company incorporated under the Indian Companies Act, 1956/2013, or a duly registered partnership firm under Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 or any of the aforementioned entities from outside India under equivalent law) or a Co-operative Society registered/deemed to be registered under Kerala Co-operative Societies Act, 1969/similar enactments in India, including its successors and permitted assigns, OR any combination of them formed as a Consortium with a Joint Bidding Agreement. For the avoidance of doubt, Government owned entity or any entity with Government Control/Shareholding shall not be eligible to become an Applicant. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.7 below.
- (c) An Applicant shall not have a conflict of interest (hereinafter called as the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a

Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest;

provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5%(five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof;

provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (hereinafter called as 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, further, 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% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Applicant is also a constituent of another Applicant; or
- iii. such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- v. such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or
- vi. such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the date of issue of this RFQ. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

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

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

**(a) Technical Capacity**

2.2.2.1. The categories of experience that would qualify as eligible experience (hereinafter called as the “**Eligible Experience**”) in relation to eligible projects (hereinafter called as the “**Eligible Projects**”) are as under:

Category 1: Project experience on Eligible Projects in Core Sector that qualify under Clause 2.2.2.2

Category 2: Project experience on Eligible Projects in Allied Sector that qualify under Clause 2.2.2.2

Category 3: Construction experience on Eligible Projects in Core Sector that qualify under Clause 2.2.2.3

Category 4: Construction experience on Eligible Projects in Allied Sector that qualify under Clause 2.2.2.3

**For the purpose of this RFQ:**

- a. Core Sector would be deemed to include urban transport, transport hubs and transit centers including mobility hubs, railway stations, metro rail stations, mono rail stations, bus terminals and bus stands
- b. Allied Sector would be deemed to include the following:
  - i. Housing<sup>§</sup>, commercial/institutional buildings, Office spaces
  - ii. Hospitality including hotels, resorts
  - iii. Tourism & Tourism related infrastructure
  - iv. Industrial Infrastructure including factories, Special Economic Zones and Industrial park/estate
  - v. Roads, Highways, Bridges, Tunnels, Railways, Metro rail, Mono rail
  - vi. Airports, Airfields, Seaports, Inland Container Depots and Container Freight Stations.
  - vii. Sports Infrastructure including stadium.
  - viii. Power, Water supply, Sewerage, Irrigation, Pipelines

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<sup>§</sup>Housing shall not include residential flats unless they form part of a housing complex or township which has been built by the Applicant

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

- a) It should have been undertaken as a Public Private Partnership (PPP) project on Build, Operate and Transfer (BOT), Build, Own, Lease and Transfer (BOLT), Build, Own, and Operate (BOO), Build, Own, Operate and Transfer (BOOT) or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;
- b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;
- c) the capital cost of the project should be more than ₹ 736.00 Million (Rupees Seventy Hundred and Thirty Six Million); and
- d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and/or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of project assets.

2.2.2.3. For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience. However, payments/receipts of less than ₹ 736.00 Million (Rupees Seventy Hundred and Thirty Six Million) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turnkey construction contract/EPC contract for the project. Further, the cost of land shall not be included hereunder.

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

2.2.2.5. 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 by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

2.2.2.6. For demonstrating technical capacity (hereinafter called as the “**Technical Capacity**”), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:

a) Paid for development of Eligible Project(s) in Category 1 and/or Collected and Appropriated revenues from Eligible Project(s) in Category 1 specified in Clause 2.2.2.1;

and/or

b) Paid for development of Eligible Project(s) in Category 2 and/or Collected and Appropriated revenues from Eligible Project(s) in Category 2 specified in Clause 2.2.2.1;

and/or

c) Paid for, or received payments for construction of Eligible Project(s) in Category 3 specified in Clause 2.2.2.1;

and/or

d) Paid for, or received payments for construction of Eligible Project(s) in Category 4 specified in Clause 2.2.2.1;

and that the Technical Capacity which is the sum total of the above (excluding the cost of land) is not less than ₹ 5520.00 Million (Rupees Five Thousand Five Hundred and Twenty Million) (hereinafter called as the “**Threshold Technical Capacity**”)

**(b) Financial Capacity**

2.2.2.7. For demonstrating the Financial Capacity, the Applicant shall have Net Worth (hereinafter called as the “**Financial Capacity**”) of not less than ₹ 920.00 Million (Rupees Nine Hundred and Twenty Million) at the close of the preceding financial year.

2.2.2.8. In case of a Consortium, the combined technical capacity and Net Worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility;

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

2.2.3. Operation & Maintenance (O&M) Experience

2.2.3.1. The O&M experience shall be in one or more of the facilities in the Sectors as specified in the Clause 2.2.2.1.

2.2.3.2. In the event that the Applicant does not have the requisite O&M experience, it shall either enter into an agreement, for a period of 5 (five) years from the Date of Commercial Operation (COD), with an entity having the aforesaid experience relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable to termination. In such a case an undertaking by the Bidder to the above effect as per the format at Appendix - I shall be enclosed with the Application.

2.2.4. The Applicant shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, *inter alia*, the following<sup>§</sup>:

- (i) a) Certificate(s) from statutory auditors /practicing chartered accountant of the

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<sup>§</sup>In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant or its Associate may provide the certificates required under this RFQ.

Applicant or its Associates, stating the payments made and/or received during the past 5 (five) years in respect of the projects under Category 1 and Category 2 specified in Clause 2.2.2.1 above, shareholding of the Applicant in the Company owning the Eligible Project during the year(s) for which the Eligible Experience is being claimed and the capital cost of the project.

and/or

b) Certificate(s) from statutory auditors /practicing chartered accountant of the Applicant or its Associates, or the concerned client(s) stating the works executed, fully or partially, during the past 5 (five) years in respect of the projects under Category 3 and Category 4 specified in Clause 2.2.2.1 above. In case a particular work/contract has been jointly executed by the Applicant (as part of a partnership/joint venture/consortium), it should further support its claim for the share in work done for that particular work/contract by producing a certificate from its statutory auditor/practicing chartered accountant or the client;

and

- (ii) Certificate(s) from statutory auditors /practicing chartered accountant of the Applicant or its Associates specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4.

For the purposes of this RFQ, net worth (hereinafter called as the “**Net Worth**”) for the Company shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders and Net Worth for Co-operative Society shall mean the sum of Total Contribution held by Co-operative Society, Share Capital, Capital Grant, Total Corpus and Reserves & Surplus from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and accumulated losses and Net Worth for other form of Applicants shall mean Total Assets Less Total Outside Liabilities.

- 2.2.5. The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Application is made. In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor /practicing chartered accountant shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 2.2.6. The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III. For the avoidance of doubt, in case the Applicant is a natural person, submission of Power of Attorney is optional.
- 2.2.7. The Applicant shall form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (hereinafter called as the “**SPV**”), to execute the Concession Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
- a) Number of members in a consortium shall not exceed 4 (four);
  - b) subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
  - c) members of the Consortium shall nominate one member as the lead member (hereinafter called as the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
  - d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;

- e) an individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
- f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (hereinafter called as the “**Joint Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
  - i. convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFQ, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
  - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
  - iii. commit the minimum equity stake to be held by each member;
  - iv. commit that each of the members, whose experience and/or Net Worth will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;

- v. commit that members of the Consortium shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; and
  - vi. commit that members of the Consortium shall comply with all equity lock-in requirements set forth in the Concession Agreement.
  - vii. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
  - h) except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
- 2.2.8. Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.
- 2.2.9. An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate.
- 2.2.10. In computing the Technical Capacity and Net Worth of the Applicant/Consortium Members under Clauses 2.2.2 and 2.2.4 the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.
- 2.2.11. For purposes of this RFQ, Associate means, in relation to the Applicant/Consortium Member, a person who controls, is controlled by, or is under the common control with

such Applicant/Consortium Member (hereinafter called as the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.12. The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/or constitution is identical to that at pre-qualification;
- (c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 2.2.2; and
- (d) in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.13. Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

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

- 2.3.1. Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.
- 2.3.2. Where the Bidder<sup>s</sup> is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:
- (a) the application for such change is made not later than 15 (fifteen) days prior to the Bid Due Date;
  - (b) the Lead Member continues to be the Lead Member of the Consortium;
  - (c) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
  - (d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.
- 2.3.3. Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
- 2.3.4. The modified/reconstituted Consortium shall submit a revised Joint Bidding Agreement and revised Power of Attorney for Lead Member of Consortium before the Bid Due Date.
- 2.3.5. Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

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<sup>s</sup>The option of change in composition of the Consortium which is available under Clause 2.3.2 may be exercised by any Applicant who is pre-qualified either as a Consortium or as a single entity. In the case of a single entity Applicant adding a Consortium Member at the Bid Stage, the single entity Applicant shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be an Applicant or the member of a Consortium which has been pre-qualified.

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

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

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

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

## **2.6. Acknowledgement by Applicant**

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

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

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

2.7.2. The Authority reserves the right to reject any Application and/or Bid if:

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

If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/rejected, then the Authority reserves the right to:

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

2.7.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary

contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.

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

## **B. DOCUMENTS**

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

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

#### **Invitation for Qualification**

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

#### **Appendices**

- I. Letter comprising the Application
  - Annexure – I Particulars of the Applicant
  - Annexure – II Technical Capacity of Applicant
  - Annexure – III Financial Capacity of Applicant
  - Annexure – IV Details of Eligible Projects
  - Annexure – V Statement of Legal Capacity
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. List of Application-specific provisions

## **2.9. Clarifications**

2.9.1. Applicants requiring any clarification on the RFQ may notify the Authority in writing by speed post/courier/special messenger and by e-mail in accordance with Clause 1.3.12. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.4. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries and will also publish the same in the website of the Authority <http://www.vytilamobilityhub.com>.

2.9.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

## **2.10. Amendment of RFQ**

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

2.10.2. Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ and also will be published in the website of the Authority <http://www.vytilamobilityhub.com>.

2.10.3. In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date<sup>5</sup>.

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

### **2.11. Language**

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

### **2.12. Format and signing of Application**

2.12.1. The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.12.2. The Applicant shall prepare 1 (one) original set of the Application (together with the documents required to be submitted pursuant to this RFQ) and clearly marked as “**ORIGINAL**”. In addition, the Applicant shall submit 3 (three) copies of such Application and documents, which shall be marked as “**COPY-1, COPY-2 and COPY-3**”. The Applicant shall also provide 2 (two) soft copies thereof on a Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.

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<sup>5</sup>While extending the Application Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Application Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

2.12.3. The Application and its copies shall be typed or written in indelible ink. It shall be signed by the authorized signatory of the Applicant who shall also initial each page of the Application (including each Appendix and Annexure) in blue ink. In case of printed and published documents, only the cover shall be initialed. All the while extending the Application Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Application Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in a manner that does not allow replacement of any page.

### **2.13. Sealing and Marking of Applications**

2.13.1. The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as “**APPLICATION**”. The Applicant shall seal the original and the copies of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “**ORIGINAL**”, “**COPY-1**”, “**COPY-2**” and “**COPY-3**”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2. Each envelope shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at Appendix-II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;

- (v) copy of Memorandum and Articles of Association, if the Applicant is a company, if a partnership firm then a copy of its Partnership Deed, if a Limited Liability Partnership (LLP), then a copy of its LLP agreement and if a Co-operative Society, then a copy of its Deed/Bye laws;
- (vi) copies of Applicant's duly Audited Balance Sheet and Profit and Loss account/Financial Statements for the preceding five years;
- (vii) 2 (two) soft copies of the Application on a Compact Disc (CD);
- (viii) documentary proof for O&M experience or undertaking for meeting the O&M experience as per Clause 2.2.3; and
- (ix) any other information as required by the Authority as mentioned in the RFQ document.

Each of the envelopes shall clearly bear the following identification:

**Application for Qualification: Vyttila Mobility Hub – Phase II**

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

2.13.3. Each of the envelopes shall be addressed to:

The Managing Director  
Vyttila Mobility Hub Society  
2<sup>nd</sup> floor, "Sreevalsam"  
RSAC Road, Vyttila P.O.  
Kochi - 682019

2.13.4. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

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

## **2.14. Application Due Date**

- 2.14.1. Applications should be submitted before 1500 hours IST on the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ. If the Application Due Date is declared as a holiday, the next working day would be the Application Due Date. A receipt thereof should be obtained from the person specified in Clause 2.13.3.
- 2.14.2. The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

## **2.15. Late Applications**

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

## **2.16. Modifications/substitution/withdrawal of Applications**

- 2.16.1. The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.
- 2.16.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 2.12 and 2.13, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.
- 2.16.3. Any alteration/modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **D. EVALUATION PROCESS**

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

- 2.17.1. The Authority shall open the Applications at 1600 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.
- 2.17.2. Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3. The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.17.4. Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5. Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.17.7. If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Technical Capacity of the Applicant.
- 2.17.8. In the event that an Applicant claims credit for an Eligible Project/Net Worth, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Technical Capacity. Where any information is found to be patently false or amounting to a material

misrepresentation, the Authority reserves the right to reject the Application and/or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

## **2.18. Confidentiality**

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

## **2.19. Tests of responsiveness**

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

- a) it is received as per format at Appendix-I;
- b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- d) it is accompanied by the Power of Attorney as specified in Clause 2.2.6, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.7(c);
- e) it contains all the information and documents (complete in all respects) as requested in this RFQ;
- f) it contains information in formats same as those specified in this RFQ;

- g) it contains certificates from its statutory auditors<sup>5</sup>/practicing chartered accountant in the formats specified at Appendix-I of the RFQ for each Eligible Project;
- h) it contains an attested copy of the receipt of the Authority towards the cost of the RFQ process as specified in Clause 1.3.1;
- i) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.7(g);
- j) it does not contain any condition or qualification; and
- k) it is not non-responsive in terms hereof.

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

Provided, however, that the Authority may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Application.

## **2.20. Clarifications**

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

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

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<sup>5</sup>In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

## **E. QUALIFICATION AND BIDDING**

### **2.21. Short-listing and notification**

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

### **2.22. Submission of Bids**

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

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

### **2.23. Proprietary data**

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

### **2.24. Correspondence with the Applicant**

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

### 3. CRITERIA FOR EVALUATION

#### 3.1. Evaluation parameters

- 3.1.1. Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 shall qualify for evaluation under this Section 3. Applications of firms/consortia who do not meet these criteria shall be rejected.
- 3.1.2. In case the number of Applicants who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 is 8 (eight) or less, all such applicants shall be qualified for next stage of Bidding.

#### 3.2. Short-listing of Applicants

- 3.2.1. In case the number of Applicants who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 is more than 8 (eight), short-listing of Applicants will be done based on the Experience Score.
- 3.2.2. Subject to the provisions of Clause 3.2.3, an Applicant’s experience shall be measured and stated in terms of a score (hereinafter called as the “**Experience Score**”). The Experience Score for an Eligible Project in a given category would be the payments made and/or payments received in Clause 2.2.2.6, divided by one Million and then multiplied by the applicable factor in Table 3.1 below.

*Table 3.1: Factors for Experience across categories*

<b>Categories</b>	<b>Factor</b>
Category 1	1.25
Category 2	1.00
Category 3	0.75
Category 4	0.50

- 3.2.3. The Experience Score determined in accordance with Clause 3.2.2 in respect of an Eligible Project situated in a developed country which is a member of Organization for Economic Co-operation and Development (OECD) shall be further multiplied by a

factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

- 3.2.4. The sum total of the Experience Scores for all Eligible Projects shall be the ‘Aggregate Experience Score’ of a particular Applicant.

In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% (twenty six percent) in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.

- 3.2.5. The Applicants shall then be ranked on the basis of their respective Aggregate Experience Score and Applicants in the first 8 (eight) ranks shall be short-listed for submission of Bids. In case of tie for the 8th (eighth) position, the Authority reserves the right to increase the number of short-listed pre-qualified Applicants by adding additional Applicant(s) tied with the same Aggregate Experience Score.

- 3.2.6. The Authority may, in its discretion, maintain a reserve list of pre-qualified Applicants who may be invited to substitute the short-listed Applicants in the event of their withdrawal from the Bidding Process or upon their failure to conform to the conditions specified herein; provided that a substituted Applicant shall be given at least 30 (thirty) days to submit its Bid.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date of such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner

whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-APPLICATION CONFERENCE**

- 5.1 A Pre-Application Conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application Conference. Applicants who have downloaded the RFQ document from the Authority's website <http://www.vytilamobilityhub.com> should submit a Demand Draft for the amount specified in Clause 1.3.1 towards the RFQ Document fee, through their representative attending the conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of receipt of payment towards the RFQ Document fee.
- 5.2 During the course of Pre-Application Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6. MISCELLANEOUS

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

## **APPENDICES**

APPENDIX-I

**Letter Comprising the Application for Pre-Qualification**

*(Refer Clause 2.13.2)*

Dated:

To,

.....  
.....  
.....

Sub: Application for pre-qualification for the Vyttila Mobility Hub – Phase II

Dear Sir,

1. With reference to your RFQ document dated \_\_\_\_\_ I/We, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the design, financing, construction, completion, commissioning, operation & maintenance of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by Authority or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.
9. I/We believe that we/our Consortium/proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and am/are qualified to submit a Bid.
10. I/We declare that we/any Member of the Consortium, or our/its Associates are not a Member of a/any other Consortium applying for pre-qualification.
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 or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been charge-sheeted by any agency of the Government or convicted by a court.
13. I/We further certify that no investigation by a regulatory authority is pending either against us/any Member of the Consortium or against our/their Associates or against our CEO or any of our directors/managers/employees<sup>f</sup>.

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<sup>f</sup>In case the Applicant is unable to provide the certification specified in paragraph 13, it may precede the paragraph by the words viz. “Except as specified in Schedule ..... hereto”. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the

14. I/We further certify that we/any Member of the Consortium or any of our/their Associates are not barred by the Central Government/State Government/Local Self Government or any entity controlled by it, from participating in any project (BOT or otherwise), and no bar subsists as on the date of Application.
15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Authority of the same immediately.
16. The Statement of Legal Capacity as per format provided at Annexure-V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of Application [and the power of attorney for Lead Member of consortium], as per format provided at Appendix II [and III respectively] of the RFQ, is/are also enclosed.
17. I/We understand that the Selected Bidder shall form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013, as per Clause 2.2.7, to execute the Concession Agreement and implement the Project.
18. I/We hereby confirm that we shall comply with the O&M requirements specified in Clause 2.2.3.
19. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. I/We agree and undertake to abide by all the terms and conditions of the RFQ document.
21. I/We certify that in terms of the RFQ, my/our Net Worth is ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) and the Technical Capacity is \_\_\_\_\_ (in figures) \_\_\_\_\_ (in words).
22. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement<sup>§</sup>.

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

Yours faithfully,

Date: \_\_\_\_\_ (Signature, name and designation of the Authorized Signatory)

Place: \_\_\_\_\_ Name and seal of the Applicant/Lead Member

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contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

<sup>§</sup>This Paragraph 22 shall be omitted if the Applicant is not a Consortium.

## Annexure-I : Particulars of the Applicant

(APPENDIX-I)

1. In the case of natural person<sup>¥</sup>

- (a) Name:
- (b) Address

OR

In the case of Proprietary Firm<sup>¥</sup>

- (a) Name of the firm:
- (b) Address of the firm:
- (c) Date of registration and/or commencement of business:
- (d) Name of the owner
- (e) Address of the owner

OR

In the case of Partnership Firm<sup>¥</sup>

- (a) Name of the Partnership firm:
- (b) Address of the Partnership firm:
- (c) Date of registration and/or commencement of business:
- (d) Names of the Partners

OR

In the case of company registered in India<sup>¥</sup>

- (a) Name:
- (b) Address of the corporate headquarters
- (c) Date of incorporation and/or commencement of business:

OR

In the case of Co-operative Society<sup>¥</sup>

- (a) Name of the Co-operative Society:
- (b) Address of the Co-operative Society:
- (c) Date of registration and/or commencement of business:

OR

In the case of company registered abroad<sup>¥</sup>

- (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:

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<sup>¥</sup> Select the applicable one and delete other(s)

2. In case of natural person, brief description of main lines of business/activities and proposed role and responsibilities in this Project. For others, brief description of the firm/company including details of its main lines of business and proposed role and responsibilities in this Project:

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

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

4. Particulars of the Authorized Signatory of the Applicant:

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

5. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Consortium.
- (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.7(g) should be attached to the Application.
- (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role <sup>s</sup>	Percentage of equity in the Consortium <sup>ss</sup>
1.			
2.			
3.			
4.			

---

<sup>s</sup> The role of each Member, as may be determined by the Applicant, should be indicated in accordance with Clause 2.2.7 (d) and instruction 4 at Annex-IV

<sup>ss</sup> The percentage of equity should be in accordance with Clause 2.2.7 (a), (c) and (g)

6. The following information shall also be provided for the Applicant, including each Member of the Consortium:

**Name of Applicant/member of Consortium:**

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

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

**Annexure-II: Technical Capacity of the Applicant<sup>@</sup>**

(APPENDIX-I)

(Refer to Clause 2.2.2(a) of the RFQ)

Applicant type <sup>#</sup>	Member Code <sup>¥</sup>	Project Code <sup>¥¥</sup>	Category <sup>§</sup>	Experience <sup>£</sup> (Equivalent ₹ Million) <sup>§§</sup>			Total Sum of (5) to (7)	
				Payments made for development of Eligible Projects in Category 1 and Category 2	Revenues appropriated from Eligible Projects in Category 1 and Category 2	Payments made/received for construction of Eligible Projects in Category 3 and Category 4		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
Single entity Applicant		a						
		b						
		c						
		d						
Consortium Member 1		1a						
		1b						
		1c						
		1d						
Consortium Member 2		2a						
		2b						
		2c						
		2d						
Consortium Member 3		3a						
		3b						
		3c						
		3d						
<b>Technical Capacity (sum of figures under column 8) =</b>								

<sup>@</sup> Provide details of only those projects that have been undertaken by the Applicant under its own name and/or by an Associate specified in Clause 2.2.11 and/or by a project company eligible under Clause 2.2.2.2(b). In case of Category 1 & Category 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 2.2.2.2(c) and for Category 3 & Category 4, include only those projects where the payments made/received exceed the amount specified in Clause 2.2.2.3. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.13.

<sup>#</sup> An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to

*establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.11, shall be provided.*

<sup>¥</sup> *Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.*

<sup>¥¥</sup> *Refer Annex-IV of this Appendix-I. Add more rows if necessary.*

<sup>§</sup> *Refer Clause 2.2.2.1.*

<sup>£</sup> *In the case of Eligible Projects in Category 1 & Category 2, the figures in columns 5 and 6 may be added for computing the Experience of the respective projects. In the case of Eligible Projects in Category 3 & Category 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/EPC contract for the project. In no case shall the cost of land be included while computing the Experience of an Eligible Project.*

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

**Annexure-III : Financial Capacity of the Applicant**

(APPENDIX-I)

(Refer to Clauses 2.2.2 (B) and 2.2.4 (ii) of the RFQ)

(in ₹ Million)<sup>§</sup>

Applicant type <sup>ss</sup>	Member Code <sup>£</sup>	Net Cash Accruals					Net Worth <sup>££</sup>
		Year 1 (3)	Year 2 (4)	Year 3 (5)	Year 4 (6)	Year 5 (7)	Year 1 (8)
(1)	(2)						
Single entity Applicant							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
TOTAL							
		Net Worth Score <sup>£££</sup> =					

**Name & address of Applicant's Bankers:**

<sup>§</sup> For conversion of other currencies into rupees, see notes below Annexure-II of Appendix-I.

<sup>ss</sup> An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

<sup>£</sup> For Member Code, see instruction 4 at Annexure-IV of this Appendix-I.

<sup>££</sup> The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.11.

<sup>£££</sup> *Divide the total amount in the Net Worth column by one Million to get the Net Worth Score of the Applicant.*

**Instructions:**

1. The Applicant/its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Applicant or Consortium Members and its/their Associates where the Applicant is relying on its Associate's financials;
  - (b) be audited by a statutory auditor/practicing chartered accountant;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit after Tax + Depreciation. In case of Co-operative Societies, Net Cash Accruals shall be defined as: Excess of Income over Expenditure + Depreciation.
3. Net Worth for a company shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders). In case of Co-operative Society, Net Worth shall mean (Total Contribution held by the Co-operative Society + Share Capital + Capital Grant + Total Corpus + Reserves & Surplus) – (Revaluation reserves + Miscellaneous expenditure not written off + Accumulated Losses). Net Worth for other form of Applicants shall mean Total Assets Less Total Outside Liabilities.
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.13.
5. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.2.7 (g) of the RFQ document.
6. The Applicant shall provide an Auditor's Certificate specifying the Net Worth of the Applicant and also specifying the methodology adopted for calculating such Net Worth in the relevant format below and in accordance with Clause 2.2.4 (ii) of the RFQ document. Absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of such amount in computation of Net Worth Score.

### Auditor's Certificate specifying the Net Worth of the Applicant

This is to certify that the Net Worth of \_\_\_\_\_ having Regd. office at \_\_\_\_\_, CIN: \_\_\_\_\_, PAN: \_\_\_\_\_ as on 31<sup>st</sup> March 2015 is Rupees \_\_\_\_\_ (In words). (as per table below)

It is further certified that the computation of Net worth, based on my scrutiny of the books of accounts, records and Documents, is true and correct to the best of our knowledge and as per information provided to our satisfaction.

The net worth of \_\_\_\_\_ as on 31<sup>st</sup> March 2015 is computed as under:

Particulars	Amount (Rs.)
Paid Up Capital	
Add: Reserves & Surplus ( excluding revaluation reserves)	
Less: Accumulated losses if any	
Less: Miscellaneous Expenditure	
<b>Total Net Worth as on 31<sup>st</sup> March 2015</b>	

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation  
of the authorized signatory of the audit firm)

Date:

**Annexure-IV: Details of Eligible Projects***(APPENDIX-I)**(Refer to Clauses 2.2.2 (A) of the RFQ)***Project Code:****Member Code:**

<b>Item</b>	<b>Refer Instruction</b>	<b>Particulars of the Project</b>
(1)	(2)	(3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received/made for construction, (b) payments made for development of PPP projects and/or (c) revenues appropriated	6	Year 1: Year 2: Year 3: Year 4: Year 5:  Total :
Entity for which the project was constructed/developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/commissioning	9	
Equity shareholding in percentage (with the period during which equity was held) in the case the Applicant being a share holder of the company owning the Eligible Project	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	15	

**Instructions:**

1. Applicants are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2.2 and 2.2.2.3 of the RFQ, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
2. For a single entity Applicant, the Project Codes would be a, b, c, d and so on. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d, and so on, for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d, and so on and for Member 3 the Project Codes shall be 3a, 3b, 3c, 3d and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For Members of the Consortium, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.
5. Refer to Clause 2.2.2.1 of the RFQ for category number.
6. The total payments received/made and/or revenues appropriated for each Eligible Project are to be stated in this Annexure-II of Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.13). For Category 1 & Category 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 2.2.2.2 (c). In case of Category 3 & Category 4, payments made/received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 2.2.2.3. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Category 1 & Category 2, particulars such as name, address and contact details of owner/Authority/Agency (concession grantor) may be provided. In case of projects in Category 3 & Category 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of the Eligible Project. Refer to Clauses 2.2.2.2 and 2.2.2.3.
9. For Category 1 & Category 2, the date of commissioning of the project, upon completion, should be indicated. In case of Category 3 & Category 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of commissioning or completion of construction, as the case may be, shall be indicated.
10. For Category 1 & Category 2, in case the Applicant being a share holder of the company owning the Eligible Project, the equity shareholding of the Applicant, in the company, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 2.2.2.2).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of

the same experience shall be permitted in any manner whatsoever.

12. Certificate from the Applicant’s Statutory Auditors/practicing Chartered Accountant or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/Member/Associate may provide the requisite certification.
13. If the Applicant is claiming experience under Category 1 & Category 2<sup>£</sup>, it should provide a certificate from the Statutory Auditor /Practicing Chartered Accountant or its Associate, in the relevant format below:

<b>Certificate from the Statutory Auditor /Practicing Chartered Accountant regarding PPP projects in which the Applicant is a shareholder<sup>Ⓞ</sup></b>	
Based on its books of accounts and other published information authenticated by it, this is to certify that ..... ( <i>name of the Applicant/Member/Associate</i> ) is/was an equity shareholder in ..... ( <i>title of the project company</i> ) and holds/held ₹ ..... Million. (Rupees ..... Million) of equity (which constitutes .....% <sup>ⓔ</sup> of the total paid up and subscribed equity capital) of the project company from ..... ( <i>date</i> ) to ..... ( <i>date</i> ) <sup>ⓕ</sup> . The project was/is likely to be commissioned on ..... ( <i>date of commissioning of the project</i> ).	
We further certify that the total estimated capital cost of the project is ₹ ..... Million (Rupees ..... Million), of which ₹ ..... Million (Rupees ..... Million) of capital expenditure was incurred during the past five financial years as per year-wise details noted below: ..... .....	
We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 2.2.2.1 and 2.2.2.2 (d) of the RFQ during the past five financial years were ₹ ..... Million (Rupees ..... Million) as per year-wise details noted below: ..... .....	
Name of the audit firm:	
Seal of the audit firm:	(Signature, name and designation of the authorized signatory of the audit firm)
Date:	

<sup>£</sup> Refer Clause 2.2.2.1 of the RFQ

<sup>Ⓞ</sup> Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant or its Associate may provide the certificates required under this RFQ.

<sup>ⓔ</sup> Refer instruction no. 10 in this Annex-IV

**Certificate from the Statutory Auditor/Practicing Chartered Accountant  
regarding PPP projects owned by the Applicant<sup>Φ</sup>**

This is to certify that ..... (name of the Applicant) constructed and/or owned the .....(name of project company) from ..... (date) to ..... (date). The project was/is likely to be commissioned on ..... (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is ₹ ..... Million (Rupees ..... Million), of which ₹ ..... Million (Rupees ..... Million) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

.....  
.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 2.2.2.1 and 2.2.2.2 (d) of the RFQ during the past five financial years were ₹ ..... Million (Rupees ..... Million) as per year-wise details noted below:

.....  
.....

Name of the audit firm/chartered accountant:

Seal of the audit firm/chartered accountant: (Signature, name & designation of the authorized signatory of the audit firm/chartered accountant)

Date:

---

<sup>Φ</sup> Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant or its Associate may provide the certificates required under this RFQ

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14. If the Applicant is claiming experience under Category 3 & Category 4\*, it should provide a certificate from its Statutory Auditors/Practicing Chartered Accountant or the client in the relevant format below:

**Certificate from the Statutory Auditor/Practicing Chartered Accountant/Client  
regarding construction works by Applicant for others<sup>Φ</sup>**

Based on its books of accounts and other published information authenticated by it/based on our records, this is to certify that ..... (*name of the Applicant/Member/Associate*) was engaged by ..... (*name of the project company*) to execute ..... (*name of project*) for ..... (*nature of project*). The construction of the project commenced on ..... (*date*) and construction was/is likely to be completed on ..... (*date, if any*). It is certified that ..... (*name of the Applicant/Member/Associate*) received ₹ ..... Million (Rupees ..... Million) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is ₹ ..... Million (Rupees ..... Million), of which the Applicant/Member/Associate received ₹ ..... Million (Rupees ..... Million), in terms of Clauses 2.2.2.1 and 2.2.2.3 of the RFQ, during the past five financial years as per year-wise details noted below:

.....  
.....

*{It is further certified that the payments/receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/consortium.}\*<sup>Φ</sup>*

Name of the audit firm/chartered accountant/client:

Seal of the audit firm/chartered accountant/client: (Signature, name and designation of the authorized signatory of the audit firm/chartered accountant client)

Date:

\* Refer Clauses 3.2.1 and 3.2.3 of the RFQ

<sup>Φ</sup> Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant or its Associate may provide the certificates required under this RFQ

\* This certification should only be provided in case of jobs/contracts, which are executed as part of a partnership/joint venture/consortium. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/joint venture/consortium. This portion may be omitted if the contract did not involve a partnership/joint venture/consortium

**Certificate from the Statutory Auditor/Chartered Accountant regarding construction works executed by Applicant through construction company**

Based on its books of accounts and other published information authenticated by it this is to certify that ..... (name of Applicant/Member/Associate) engaged ..... (name of construction company) to execute ..... (name of project) for ..... (nature of project). The construction of the project commenced on ..... (date) and construction was/is likely to be completed on ..... (date, if any). It is certified that ..... (name of the Applicant/Member/Associate) paid ₹..... Million (Rupees ..... Million) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is ₹ ..... Million (Rupees ..... Million), of which the Applicant/Member/Associate paid ₹ ..... Million (Rupees ..... Million), in terms of Clauses 2.2.2.1 and 2.2.2.3 of the RFQ, during the past five financial years as per year-wise details noted below:

.....  
.....

It is further certified that .....(name of Applicant/Member/Associate) held 26% or more of the paid up and subscribed share capital in the .....(name of Project company) when it undertook construction of the .....(name of project) through.....(name of construction company)

Name of the audit firm/chartered accountant:

Seal of the audit firm/chartered accountant: (Signature, name and designation of the authorized signatory of the audit firm/chartered accountant)

Date:

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.11, the Applicant should also provide a certificate in the format below:

<b>Certificate from the Statutory Auditor /Practicing Chartered Accountant /Company Secretary regarding Associate<sup>§</sup></b>	
<p>Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (<i>name of the Applicant/Consortium Member/Associate</i>) is held, directly or indirectly<sup>£</sup>, by ..... (<i>name of Associate/Applicant/Consortium Member</i>). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.11 of the RFQ.</p>	
<p>A brief description of the said equity held, directly or indirectly, is given below:</p> <p><i>{Describe the share-holding of the Applicant/Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/Consortium Member, the relationship may be suitably described and similarly certified herein.}</i></p>	
<p>Name of the audit firm/company secretary:</p>	
<p>Seal of the audit firm/company:</p>	<p>(Signature, name and designation of the authorized signatory of the audit firm/company)</p>
<p>Date:</p>	

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical Capacity<sup>©</sup>.

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<sup>§</sup> In the event that the Applicant/Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

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

<sup>©</sup> Refer Clause 3.2.3 of the RFQ

**Annexure-V: Statement of Legal Capacity**

*(APPENDIX-I)*

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

Ref. Date:

To,

.....  
.....  
.....

Dear Sir,

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

We have agreed that ..... (insert member’s name) will act as the Lead Member of our consortium.<sup>§</sup>

I/We have agreed that ..... (insert individual’s name) will act as my/our representative/will act as the representative of the consortium on its behalf<sup>§</sup> and has been duly authorized to submit the RFQ.

Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation<sup>¥</sup> of the authorized signatory)

Date:

For and on behalf of.....<sup>¥</sup>

---

<sup>§</sup> Please strike out whichever is not applicable.

<sup>¥</sup> May be DELETED in the case of natural person

**Annexure-VI: Undertaking for Operation and Maintenance Capacity**

*(APPENDIX-I)*

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

Ref. Date:

To,

.....

.....

.....

Dear Sir,

I/We, having recognized to lack in the experience in the Operation and Maintenance (O&M) of the Project, hereby undertake to enter into an agreement, for a period of 5 (five) years from the Date of Commencement of Operation of the Project, with an entity having the experience specified under Clause 2.2.3.1 relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession Agreement. We also acknowledge that in case of failure of my/our aforementioned commitment, the Concession Agreement shall be liable to termination.

Yours faithfully,

(Signature, name and designation<sup>¥</sup> of the authorized signatory)

Date:

For and on behalf of.....<sup>¥</sup>

---

<sup>¥</sup>May be DELETED in the case of natural person

APPENDIX-II

**Power of Attorney for signing of Application and Bid<sup>§</sup>**

*(Refer Clause 2.2.6)*

Know all men by these presents, I/We..... (name of the person and address/name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), ..... son/daughter of ..... and presently residing at ....., who is presently employed with me/us/the Lead Member of our Consortium and holding the position of ....., as my/our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our application for pre-qualification and submission of my/our bid for the ..... Project proposed or being developed by the Vyttila Mobility Hub Society (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/responses to the Authority, representing me/us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of my/our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of my/our bid for the said Project and/or upon award thereof to me/us till entering into of the Concession Agreement with the Authority.

AND I/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 my/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 my/our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by me/us.

IN WITNESS WHEREOF I/WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For .....<sup>¥</sup>.

(Signature, name, designation<sup>¥</sup> and address)

Witnesses:

1. ....  
(Signature, name, designation and address)

(Notarized)

2. ....  
(Signature, name, designation and address)

Accepted

.....

(Signature, Name, Title and Address of the Attorney)

\_\_\_\_\_

<sup>§</sup> To be submitted in original.

<sup>¥</sup> May be DELETED in the case of natural person

*Notes:*

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

APPENDIX-III

**Power of Attorney for Lead Member of Consortium<sup>s</sup>**

*(Refer Clause 2.2.6)*

WHEREAS the Vyttila Mobility Hub Society (the “Authority”) has invited applications from interested parties for the Vyttila Mobility Hub – Phase II (the “Project”).

WHEREAS, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (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 Lead Member to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,

(1) Mr/Ms....., son/daughter of....., aged.....years, residing at.....(address)<sup>ss</sup> /  
M/s. .... having our registered office at .....<sup>ss</sup> ,

(2) Mr/Ms....., son/daughter of....., aged.....years, residing at.....(address)<sup>ss</sup> /  
M/s. .... having our registered office at .....<sup>ss</sup> ,

(3) Mr/Ms....., son/daughter of....., aged.....years, residing at.....(address)<sup>ss</sup> /  
M/s. .... having our registered office at .....<sup>ss</sup> , and

(4) Mr/Ms....., son/daughter of....., aged.....years, residing at.....(address)<sup>ss</sup> /  
M/s. .... having our registered office at .....<sup>ss</sup> ,

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize Mr/Ms....., son/daughter of.....,

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<sup>s</sup> To be submitted in original.

<sup>ss</sup> Please strike out whichever is not applicable.

aged.....years, residing at.....(address) <sup>§§</sup>/M/s ..... having its registered office at .....<sup>§§</sup>, 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”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof to our consortium till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For .....<sup>¥</sup>

(Signature) .....  
(.....)(Name)

(Title)<sup>¥</sup>

For .....<sup>¥</sup>

(Signature)  
.....(Name)

(Title)<sup>¥</sup>

---

<sup>¥</sup> May be DELETED in the case of natural person

For .....<sup>¥</sup>

.....

(Signature)

.....(Name)

.....

(Title)<sup>¥</sup>

**(Executants)**

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

Witnesses:

1. ....

(Signature, name, designation and address)

(Notarized)

2. ....

(Signature, name, designation and address)

Accepted

.....

(Signature, Name, Title and Address of the Attorney)

Notes:

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

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May be DELETED in the case of natural person

APPENDIX-IV

**Joint Bidding Agreement**

(Refer Clause 2.13.2)  
(To be executed on Stamp paper of appropriate value)

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

**AMONGST**

1. ....<sup>¥</sup> (hereinafter referred to as the “**FIRST PART**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. ....<sup>¥</sup> (hereinafter referred to as the “**SECOND PART**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

{3. ....<sup>¥</sup> (hereinafter referred to as the “**THIRD PART**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

- 
- <sup>¥</sup> a) In the case of natural person:  
Mr. ....(Name of person), son/daughter of Mr....., aged.....years, residing at.....(address)
  - b) In the case of proprietary firm:  
.....(Name of firm), owned by Mr. ...., son/daughter of Mr....., aged.....years, residing at.....(address)
  - c) In the case of partnership firm:  
.....(Name of firm), registered as partnership firm under Indian Partnership Act 1932 and having its registered office at .....
  - d) In the case of Limited Liability Partnership (LLP):  
.....(Name of firm), registered as Limited Liability Partnership firm under the Limited Liability Partnership Act 2008) and having its registered office at .....
  - e) In the case of company registered in India:  
.....(Name of company),a company incorporated under the Companies Act, 1956/2013 and having its registered office at .....
  - f) In the case of a Co-operative Society  
.....(Name of Co-operative Society),a Co-operative Society registered under the ..... and having its registered office at .....
  - g) In the case of company registered abroad  
.....(Name of company), a company duly organised and validly existing under the laws of the jurisdiction of its incorporation

A similar modification may be made in Recital 2, as necessary.

**AND**

4. ....<sup>¥</sup> (hereinafter referred to as the “**FOURTH PART**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}<sup>§</sup>

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

**WHEREAS**, Vyttila Mobility hub Society (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications**”) by its Request for Qualification No. .... dated ..... (the “**RFQ**”) for pre-qualification and short-listing of bidders for design, financing, construction, completion, commissioning, operation & maintenance of the Vyttila Mobility Hub – Phase II(the “**Project**”) through public private partnership.

**AND WHEREAS**, the Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and

**AND WHEREAS**, it is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a notarized copy thereof with the Application.

- 
- <sup>¥</sup> a) In the case of natural person:  
Mr. ....(Name of person), son/daughter of Mr....., aged.....years, residing at.....(address)
- b) In the case of proprietary firm:  
.....(Name of firm), owned by Mr. ...., son/daughter of Mr....., aged.....years, residing at.....(address)
- c) In the case of partnership firm:  
.....(Name of firm), registered as partnership firm under Indian Partnership Act 1932 and having its registered office at .....
- d) In the case of Limited Liability Partnership (LLP):  
.....(Name of firm), registered as Limited Liability Partnership firm under the Limited Liability Partnership Act 2008) and having its registered office at .....
- e) In the case of company registered in India:  
.....(Name of company),a company incorporated under the Companies Act, 1956/2013 and having its registered office at .....
- f) In the case of a Co-operative Society  
.....(Name of Co-operative Society),a Co-operative Society registered under the ..... and having its registered office at .....
- g) In the case of company registered abroad  
.....(Name of company), a company duly organised and validly existing under the laws of the jurisdiction of its incorporation

A similar modification may be made in Recital 2, as necessary.

<sup>§</sup> The number of Parties will be shown here, as applicable, subject however to a maximum of 4 (four).

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

**4. Role of the Parties**

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

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

**5. Joint and Several Liability**

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

**6. Shareholding in the SPV**

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6.2 (a) The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First Part who is the Lead Member of the Consortium.

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

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 (a) & 6.2 (b) above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the law and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a certified copy of the extract of the charter documents and board resolution/power of attorney (original/notarized) in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association/partnership deed/LLP agreement, by-laws or other applicable organizational/governing documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**8. Termination**

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

**9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

<p>SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by:</p> <p style="text-align: right;">(Signature) (Name) (Designation)<sup>‡</sup> (Address)</p>	<p>SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PART by:</p> <p style="text-align: right;">(Signature) (Name) (Designation)<sup>‡</sup> (Address)</p>
<p>SIGNED, SEALED AND DELIVERED For and on behalf of THIRD PART by:</p> <p style="text-align: right;">(Signature) (Name) (Designation)<sup>‡</sup> (Address)</p>	<p>SIGNED, SEALED AND DELIVERED For and on behalf of FOURTH PART by:</p> <p style="text-align: right;">(Signature) (Name) (Designation)<sup>‡</sup> (Address)</p>

---

<sup>‡</sup> May be deleted in the case of natural person

In the presence of:

1. ....  
(Signature, name, designation and address)

(Notarized)

2. ....  
(Signature, name, designation and address)

**Notes:**

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

## APPENDIX-V

### List of Application-specific provisions<sup>s</sup>

#### A. Clauses with currency-based footnotes

1. Introduction
2. Clause 1.3.4: Brief description of Bidding Process.
3. Clause 2.2.4: Eligibility of Applicants.
4. Clause 2.3.2: Change in composition of the Consortium.
5. Clause 2.10.3: Amendment of RFQ.
6. Clause 2.19.1 (g): Test of responsiveness.
7. Clause 2.2.2.1: Allied Sector

**Note:** The above footnotes marked “\$” shall not be deleted. They shall remain in the RFQ to be issued to prospective Applicants.

#### B. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Applicants. These shall be omitted by the Applicants while submitting their respective Applications.

#### C. Appendices where curly brackets are used

1. Appendix I (Annex-IV): Letter Comprising the Application for Pre-Qualification.
2. Appendix IV: Joint Bidding Agreement: Recitals 3 and 4; Clauses 4 and 6.

**Note:** The curly brackets should be removed after the provisions contained therein are suitably addressed by the Applicants.

#### D. Appendices with blank spaces

All blank spaces in the Appendices shall be retained in the RFQ. These shall be filled up when the format of the respective Appendix is used.

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<sup>s</sup> This Appendix-V contains a list of Clauses and Appendices that would need to be suitably modified for reflecting application-specific provisions. This Appendix-V may, therefore, be included in the RFQ document to be issued to prospective Applicants.