# GREATER CHENNAI CORPORATION

## REQUEST FOR PROPOSAL (RFP)

## FOR

## SELECTION OF A CONCESSIONAIRE FOR DEVELOPMENT OF MULTI LEVEL PARKING FACILITY AT THIRUVOTTIYUR IN CHENNAI CITY ON 'DBFOT' BASIS FOR A PERIOD OF 25 YEARS

**RFP Ref: S.P.D.C.No.B1/0240/2025**
**Dated: 28.02.2025**

**Greater Chennai Corporation**
**Ripon Building,**
**Poonamallee High Road,**
**Chennai - 600 003,**
**Tamil Nadu, India**
Tel: 044 - 25619270
E-mail: sespecialprojects@gmail.com
Website: www.chennaicorporation.gov.in

## Table of Contents

**DISCLAIMER** ..... 5

**GLOSSARY** ..... 6

**DATA SHEET** ..... 8

**1. INTRODUCTION** ..... 10
- **1.1 Background** ..... 10
- **1.2 Brief description of Bidding Process** ..... 13
- **1.3 Schedule of Bidding Process** ..... 15
- **1.4 Pre-Bid Conference** ..... 16

**2. INSTRUCTIONS TO BIDDERS** ..... 17
- **2.1 General terms of Bidding** ..... 17
- **2.2 Eligibility of Bidders** ..... 18
- **2.3 Cost of Bidding** ..... 28
- **2.4 Site visit and verification of information** ..... 28
- **2.5 Right to accept and to reject any or all Bids** ..... 29

**B. DOCUMENTS** ..... 29
- **2.6 Contents of the RFP** ..... 29
- **2.7 Clarifications** ..... 30
- **2.8 Amendment of RFP** ..... 31

**C. PREPARATION AND SUBMISSION OF BIDS** ..... 31
- **2.9 Language** ..... 31
- **2.10 Format and Signing of Bid** ..... 32
- **2.11 Sealing and Marking of Bids** ..... 32
- **2.12 Bid Due Date and Time** ..... 33
- **2.13 Late Bids** ..... 34
- **2.14 Procedure for e-tendering** ..... 34
- **2.15 Modifications/Withdrawal of Bids** ..... 35
- **2.16 Validity of Bids** ..... 35
- **2.17 Confidentiality** ..... 35
- **2.18 Correspondence with the Bidder** ..... 35

**D. BID SECURITY ..... 35**
**2.20 Bid Security ..... 36**

**3. EVALUATION OF BIDS ..... 38**
**3.1 Opening and Evaluation of Bids ..... 38**
**3.2 Tests of responsiveness ..... 38**
**3.3 Evaluation of Technical Bid ..... 39**
**3.4 Technical Capacity and Financial Capacity for Purposes of Evaluation ..... 39**
**3.5 Financial Information for Purposes of Evaluation ..... 40**
**3.6 Qualification and Shortlisting of Bidder ..... 41**
**3.7 Opening and Evaluation of Financial Bid ..... 41**
**3.8 Selection of Successful Bidder ..... 42**
**3.9 Evaluation Methodology for Multi MLP Project Bids ..... 43**
**3.10 Contacts during Bid Evaluation ..... 44**

**4 FRAUD AND CORRUPT PRACTICES ..... 45**

**5 PRE-BID CONFERENCE ..... 47**

**6 MISCELLANEOUS ..... 48**

**APPENDIX – I: ..... 50**

**Annex-I ..... 55**

**Annex-II ..... 57**

**Annex-III ..... 60**

**Annex-IV ..... 62**

**APPENDIX – II: ..... 63**

**APPENDIX – III: ..... 65**

**APPENDIX - IV ..... 67**

**APPENDIX – V: ..... 72**

**APPENDIX – VI: ..... 73**

**APPENDIX – VII:** ..... **76**

**APPENDIX- VIII** ..... **78**

**APPENDIX – IX** ..... **79**

**ANNEXURE-A** ..... **82**

**ANNEXURE-B** ..... **83**

**ANNEXURE-C** ..... **84**

# DISCLAIMER

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids for qualification and in making their financial offers pursuant to this RFP (the "**Bids/ Proposals**"). This RFP 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 Bidder may require. This RFP 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 RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The 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 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way 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 Bidder upon the statements contained in this RFP. 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 RFP.

The issue of this RFP does not imply that the Authority is bound to select 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 Bids without assigning any reasons whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

# GLOSSARY

| | |
|---|---|
| Addendum | As defined in Clause 2.8 |
| Applicable Laws | As defined in the Concession Agreement |
| Associate | As defined in Clause 2.2.1 |
| Authority | As defined in Clause 1.1.1 |
| Bank Guarantee | As defined in Clause 2.20.1 |
| Bid(s) | The Technical Bid and Financial Bid together shall be referred to as the Bid(s). |
| Bidder(s) | As defined in Clause 1.1.2. |
| Bidding Documents | As defined in Clause 1.1.15 |
| Bid Due Date | As defined in Clause 1.1.16 |
| Bid Validity Period | As defined in Clause 1.2.3 |
| Bidding Process | As defined in Clause 1.2.1 |
| Bid Security | As defined in Clause 1.2.5 |
| Legal Entity | As defined in Clause 2.2.1 (a) |
| Companies Act | Shall mean the Companies Act, 1956/ 2013. |
| Concession Agreement | As defined in Clause 1.1.5 |
| Conflict of Interest | As defined in Clause 2.2.1 |
| Crore | Ten million (10,000,000) |
| Consortium | As defined in Clause 2.2.1(a) |
| Financial Proposal / Financial Bid | As defined in Clause 1.2.1 |
| Financial Capacity | As defined in Clause 2.2.2(B) |
| First Round of Bidding | As defined in Clause 3.8.3 |
| Joint Bidding Agreement | As defined in Clause 2.2.5 (vi) |
| Lakh | Hundred thousand (1,00,000) |
| LOA | As defined in Clause 3.8.5 |
| Minimum Development Requirements | As mentioned in Clause 1.1.3 |
| Minimum Eligibility Criteria | As defined in Clause 2.2.2 |
| Net Worth | As defined in Clause 2.2.3 |
| Project | As defined in Clause 1.1.1 |
| Re. or R.S. or INR | Indian Rupee |
| RFP | Means the Request for Proposal issued by the Authority for selecting the Selected Bidder for the Project. |
| Second Round of Bidding | As defined in Clause 3.8.3 |

| | |
|---|---|
| Selected Bidder | As defined in Clause 3.8.1 |
| Site | As defined in Clause 1.1.1 |
| Subject Person | As defined in Clause 2.2.1 (c)(i) |
| Technical Proposal / Technical Bid | As defined in Clause 1.2.1 |
| Technical Capacity | As defined in Clause 2.2.2(A) |
| Tie Bids | As defined in Clause 3.8.2 |
| **Additions**<br><br>GCC – Greater Chennai Corporation<br>CMDA – Chennai Metropolitan Development Authority<br>MLP / MLCP – Multi Level Parking<br>ECS – Equivalent Car Space<br>Sqft – Square Feet<br>Sqm – Square Meter | |

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.

## DATA SHEET

| | | |
|---|---|---|
| 1. | **Name of the Project** | Selection of Concessionaire for Development of Multi Level Parking Facility at Thiruvottiyur in Chennai City on '**DBFOT'** basis for a period of 25 years. |
| 2. | **Tender issued by/ Agreement singing Authority** | Greater Chennai Corporation |
| 3. | **Procurement stages** | Single Stage |
| 4. | **Bid Security** | INR 5,00,000 online on the e-Procurement Portal or in the form of Bank Guarantee |
| 5. | **Bid Document availability on portal i.e. start date & time of issue of RFP document** | 28.02.2025 at 09:00 Hrs. on the portal https://tntenders.gov.in |
| 6. | **Site visit** | Visit to the Site by the Bidders will be facilitated by the Authority. Bidders interested in visiting the Site are required to send an email to sespecialprojects@gmail.com specifying the date and time. |
| 7. | **Pre-bid meeting / webinar** | The Pre-Bid meeting would be held at the Office of Chief Engineer, Special Projects, GCC on the following date at 15:00 hours IST:<br><br>**Pre-Bid Meeting:** 13.03.2025 |
| 8. | **Last Date and Time for submission of queries** | Date: 14.03.2025<br>Time: 18:00 Hours<br>Mode: e-mail to sespecialprojects@gmail.com |
| 9. | **Response to Pre-Bid Queries** | Please refer to RFP |
| 10. | **Last date and time of Submission of Bids** | Last Date for submission of Technical Bid and Financial Bid (online): 22.04.2025 up to 15:00 hours IST |
| 11. | **Date and Time for opening of Technical Bids** | 23.04.2025 at 15:00 hours IST at the office of the Chief Engineer, Special Projects, GCC |

| | | |
|---|---|---|
| 12. | **Opening of Financial Bids** | To be notified on https://tntenders.gov.in |
| 14. | **Website details** | Replies to queries/ clarifications/ addendum/ corrigendum etc. shall be posted on the following websites: https://tntenders.gov.in |

# 1. INTRODUCTION

## 1.1 Background

1.1.1 The Greater Chennai Corporation, a statutory body deriving authority from the Chennai City Municipal Corporation Act, 1919 (hereinafter referred to as the "**Authority**"), to address the growing problem of parking in the city recognized the need for developing multi-level parking facilities at various sites in the city of Chennai, Tamil Nadu through Public Private Partnership (the "**PPP**") mode. As a part of this endeavour, the Authority intends to select a **"Concessionaire for the Development of Multi Level Parking Facility at Thiruvottiyur in Chennai City on 'DBFOT' basis for a period of 25 years"** (the "**Project**"). The particulars of the Thiruvottiyur site for developing Multi-Level Parking Facility (MLP) is specified in detail in Annexure-A to this RFP (hereinafter referred to as the "**Site**")

1.1.2 For this purpose, the Authority seek bids through the present RFP from interested and eligible Legal Entities (the "**Bidder**" or "**Bidders**" which expression shall, unless repugnant to the context, include the Members of the Consortium also) for selection of a private player to whom the Project may be awarded through an open competitive bidding process to be undertaken as per the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012 and in accordance with the procedure set out herein (the "**Selected Bidder**"). The Selected Bidder shall thereafter undertake the Project in accordance with the terms of this RFP including the Agreement to be executed with the Authority.

1.1.3 Brief particulars of the Project and the Site are as follows:

| S.No. | Particulars | Details |
|---|---|---|
| 1. | Site Area | 1563.62 sq. mtr. |
| 2. | Site Ownership | Greater Chennai Corporation |
| 3. | Minimum Parking Spaces | 2-wheeler: 1052 parking spaces; |
| 4. | Parking Type | Conventional or Automated |
| **NOTE** : The number of parking spaces given above are dedicated public parking and the parking facility to be created as per applicable development norms for the commercial/ retail developments at the Site shall be in addition to the above number for 2-wheelers parking spaces. | | |

1.1.4 The Authority intends to award the Project through an open competitive bidding process in accordance with the procedure set out herein and in compliance with the following:

a. Tamil Nadu Transparency in Tenders Act, 1998;
b. Tamil Nadu Transparency in Tenders Rules 2000;
c. Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules 2012;
d. Tamil Nadu Infrastructure Development Act, 2012;
e. Tamil Nadu Infrastructure Development Rules, 2012; and
f. Tamil Nadu Infrastructure Development Regulations, 2013

1.1.5 The Selected Bidder will be required to incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013 (hereinafter referred to as the "**Concessionaire**") prior to execution

of the Concession Agreement (defined herein). 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 long-term concession agreement (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 thereto.

1.1.6 The Concession Agreement sets forth the detailed terms and conditions for the grant of concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**"). The period of Concession is 25 years ("**Concession Period**") commencing from the Appointed Date (*as defined in the Draft concession Agreement*) which is inclusive of the Construction Period of 24 (twenty four) months and Conditions Precedent period of 6 (six) months *(refer the Draft Concession Agreement for further details)* for construction/ development and commissioning of the Project at the Site and remaining 23 years for operations and maintenance (hereinafter referred to as the "**O&M Period**"). **It is to be noted by the Bidders that development of minimum 1052 no. of 2 wheelers parking spaces at Thiruvottiyur MLP is a mandatory requirement and other developments including commercial complex/ retail spaces at the Site, in addition to MLP, is optional for the Concessionaire. However, if the Concessionaire opts for developing commercial complex/ spaces at the Site then entire construction/ development of the same should be essentially completed within the Construction Period as specified above.**

1.1.7 The scope of work of the Project includes planning, designing, development, engineering, financing, procurement and construction operation and maintenance of the Project Facility, as per Tamil Nadu Combined Development and Building Rules, 2019 as applicable from time to time, applicable laws, applicable permits, necessary approvals and Insurance for the entire Site as specified in the Concession Agreement, to be procured by the Concessionaire at its own cost, and generally in accordance with the provisions of the Bidding Documents. The Concession Agreement also prescribes operating standards and service levels to be followed by the Concessionaire during the O&M Period. For detailed scope of work, the Bidders are advised to carefully read through the Concession Agreement and its Schedules.

1.1.8 The Concessionaire shall, in consideration of its investment and services, in accordance with the Concession Agreement, be entitled to collect and appropriate revenue generated from the pre-determined parking fee taken from the users of the MLP during the O&M Period, at the rates prescribed by the Authority. The applicable rates of parking rates/fee inclusive of GST are given in **Annexure-B**. Additionally, the Concessionaire shall be free to charge sub-license fee and other user charges for provisioning of various facilities, etc. from the users of the commercial complex/ spaces at the rates to be fixed by the Concessionaire itself at market driven rates. The parking fee shall be subject to increase at the rate of 15% (fifteen percent) every 3 (three) years as specified in the Concession Agreement. The Concessionaire shall subject to obtaining the requisite approvals can also earn revenue from display advertisements within the ambit of applicable rules and regulations governing the same. At the end of Concession Period either due to efflux of time or early termination due to any reason, the Site along with all the developments thereon shall be handed over to the Authority free of cost without any liabilities and in good working condition to the Authority in

accordance with the handback requirements set forth in the Concession Agreement. A period of 12 months post expiry or termination of the Concession Period shall be defects liability period during which the Concessionaire shall be liable for curing and rectifying any defects in the handed over facility.

1.1.9 The detailed obligations of the Concessionaire and the Authority may be seen in the Concession Agreement.

1.1.10 The Concessionaire shall be free to develop/ construct the Multi-Level Parking Facility/s (MLPs) either as automated parking or conventional type, or even a mix of both subject to adhering to all applicable laws including the local development norms of the Greater Chennai Metropolitan Authority (**CMDA**), requirements listed under Clause 1.1.3, compliance with any other requirements, operational standards and service levels set forth in the Concession Agreement. The Concessionaire for operation of MLP during the O&M Period, shall also be responsible to regularize or restrict the on-street parking facility along with towing the unauthorized vehicles within a radius of 500 mtr. from the MLP or as per the Site requirement. The Concessionaire shall also bear the cost of purchase, operation and maintenance of Towing Vehicle and Buggy. The manpower cost for operation and maintenance of Towing Vehicle and Buggy shall be borne by the Concessionaire.

1.1.11 The Concessionaire shall be required to comply with the operating standards and service level indicators during the O&M Period as prescribed in the Concession Agreement. The extract of operating standards is also annexed with this RFP as **Annexure-C**.

1.1.12 The Authority shall hand over encumbrance free Site to the Concessionaire on license-hold basis to the Concessionaire against payment of annual license fee of Rs. 10 Lakhs per annum to be paid within 7 (seven) days of the Appointed Date (*defined in the Concession Agreement*) with an escalation of 15% (fifteen) every 3 (three) years over and above the last payable amount (the "**Annual License Fee**"). The Concessionaire shall prepare a detailed Development Plan for the Project in line with the applicable laws, development control regulations of CMDA, mandatory requirements, other construction/ development related specifications and requirements specified in the Concession Agreement along with detailed design, drawings and plans (as per statutory requirements under applicable laws) of the MLP and commercial complex/ spaces, if opted for development by the Concessionaire as a part of the Project. This Development Plan shall be required to be submitted by the Concessionaire to the Authority and also CMDA (depending on the size of the facility proposed to be developed), for approval, being the competent authority/ies to grant approval under the applicable laws.

1.1.13 The Concessionaire shall carry out the construction works of the MLP and commercial complex/ commercial spaces, if opted by the Concessionaire, strictly in accordance with the approved design and plans. The construction works shall be monitored by the Authority through an independent technical consultancy firm engaged under the Concession Agreement, to ensure compliance of the construction/ development works with the approved Development Plan and applicable laws.

1.1.14 The Concessionaire shall be solely responsible and liable for bringing in requisite funds from time to time towards financing the Project and achieving Financial Closure (*as defined in the Concession Agreement*).

1.1.15 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner, the scope of the Project, obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of the Project. The Concession is to be awarded pursuant to this RFP or the terms thereof or herein contained. The RFP, any addendum, draft Concession Agreement, and any other document in relation to this Project provided by the Authority shall be collectively referred to as the "**Bidding Documents**". Consequently, any omissions, conflicts or contradictions in the Bidding Documents including between this RFP or the Agreement are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.16 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended, and clarified from time to time by the Authority. All Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of the Bid (the "**Bid Due Date**").

## 1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a single stage bidding process comprising of 2 (two) covers for selection of the bidder for award of the Project (referred to as the "**Bidding Process**"). The first cover ("**Technical Proposal**") shall contain qualification of interested Bidders who shall make the Bid in accordance with the provisions of this RFP (the term **Bidder**, shall, unless repugnant to the context, include the Members of the Consortium) and the second cover shall comprise of the financial proposals submitted by the Bidders for the Project ("**Financial Proposal**"). Both Technical Proposal and Financial Proposal shall be submitted simultaneously on the e-Procurement Portal.

1.2.2 The first step (the "**Qualification Phase**") of the bidding process involves pre-qualification and shortlisting of Bidders on the basis of the Technical Proposal submitted by the Bidders in accordance with the provisions of this RFP document. At the end of the Qualification Phase, the Financial Bid of only the shortlisted pre-qualified Bidders shall be opened and evaluated for identification of the Selected Bidder (the "**Financial Proposal Phase**").

1.2.3 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days or any extension thereof from the Bid Due Date and this period shall be referred to as the "**Bid Validity Period**".

1.2.4 The Bidding Documents can be downloaded free of cost from https://tntenders.gov.in ("**e-Procurement Portal**") and even the proposal submission shall be on the e-Procurement Portal. Bids/Proposals which are submitted on the e-Procurement Portal alone will be accepted by the Authority. The Bidders are advised to download the Bidding Documents well

in advance of the Bid Due Date and regularly check the e-Procurement Portal for any addendums that may be issued to the Bidding Documents. The Bidders are advised to upload their Bids/ Proposals sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal during the Selection Process. The Bidders are required to get registered their firm/ company/ Consortium with e-Procurement Portal to have user ID & password. Bidders are requested to refer **Appendix-IX** and also visit the e-Procurement Portal for the details related to online registration and submission of Proposals carefully to avoid any confusion, technical problem or delay at a later date.

1.2.5 A Bidder is required to deposit, along with its Bid, a bid security of Rs.5,00,000/- (Rupees Five Lakhs) (the "**Bid Security**") refundable not later than 180 (one hundred and eighty) 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 Agreement. The Bidders will have an option to provide Bid Security in the form of online transfer through e-procurement portal, or via Electronic Bank Guarantee (e-Bank Guarantee) only, and in such event, the validity period of the e-Bank Guarantee shall not be less than 180 (one hundred and eighty days from the Bid Due Date with a claim period of 365 (three hundred and sixty five) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. For avoidance of doubt, it is clarified that the Authority will not accept any physical bank guarantee related to Bid Security and any Bid accompanied by physical bank guarantee for Bid Security shall not be accepted. Further, Bid shall be summarily rejected if it is not accompanied by the Bid Security.

The complete Bidding Documents including the draft Concession Agreement for the Project is enclosed for the Bidders. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.6 Prior to the submission of the Bid, the Bidders are advised to examine the Project in greater detail, and to carry out, necessary inspection of the Site at their cost, and such studies as may be required and satisfy themselves before submitting their respective Bids for award of the Concession for the Project.

1.2.7 **Bid Parameter:**

Bids are invited for the Project on the basis of the highest Annual Concession Fee payable to the Authority by the Selected Bidder/ Concessionaire in the base year subject to the minimum reserve price of Rs. 50 lakhs per annum (the "**Annual Concession Fee**" or "**ACF**").

1.2.8 In this RFP, the term "Highest Bidder" shall mean the Bidder who is offering the highest ACF in the base year. The Concession Period and other terms are pre-determined, as indicated in the draft Concession Agreement, and the ACF shall constitute the sole criteria for evaluation of Bids. Subject to the provisions of Clause 2.5 (Right to accept and to reject any or all Bids), the Project will be awarded to the Highest Bidder.

1.2.9 The mode and manner of payment of ACF along with GST, if any applicable on the Annual

Concession Fee (whether payable by the Concessionaire or the Authority), shall commence from the date of commercial operations date of the Project i.e. when the Concessionaire has completed construction of Project as per the approved Development Plan and has also obtained all applicable permits, approvals, NOCs etc. from concerned competent authorities for commencing operations and making all the Project facilities available for public use. Further details in this regard are specified in the draft Concession Agreement. The ACF shall increase/escalate at the rate of 15% (fifteen percent) annually over the previous value of ACF every 3 (three) years till the end of the Concession Period. The Concessionaire shall be solely responsible for and liable to pay all applicable Goods and Services Tax (GST), including input tax credit, output tax, and any other related taxes, duties, levies, or fees imposed by any governmental authority in connection with the performance of its obligations under the Concession Agreement; GST as applicable shall be solely borne by the Concessionaire and paid along with the amount towards ACF.

1.2.10 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 Section 3 of this RFP, be invited to match the Financial Proposal submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Proposal of the Highest Bidder, the Authority may, in its discretion, invite fresh Financial Proposals from all remaining Bidders or annul the Bidding Process, as the case may be.

1.2.11 Any queries or request for additional information concerning this RFP shall be submitted through e-mail at Sespecialproejcts@gmail.com to the Chief Engineer, Special Projects, GCC. The communications shall clearly bear the following identification/ title:

"**Queries/ Request for Additional Information: "***RFP for Selection of Concessionaire for Development of Multi Level Parking Facility at Thiruvottiyur in Chennai City on 'DBFOT' basis for a period of 25 years*".

1.2.12 Any addenda issued subsequent to this RFP, but on or before 1 (one) week of the Bid Due Date, will be deemed to form part of the Bidding Documents, which shall be binding on all Bidders. All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in this RFP for submission of Bids by the Bid Due Date.

### 1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule:

| Event Description | Date |
|---|---|
| Date of Issue of RFP | 28.02.2025 at 09:00 Hours |
| Availability of RFP document for purchase | Bidding Documents shall be available on the E-Procurement Portal **tntenders.gov.in** from 28.02.2025; |

| | |
|---|---|
| | 09:00 Hours |
| Last Date for receiving pre-bid queries | 14.03.2025; 18:00 Hours |
| Date of Pre-bid Meeting | 13.03.2025 at 15:00 hours IST |
| Authority response to queries | Please refer to RFP |
| Bid Due Date and Time for submission of Technical Bid & Financial Bid (Online) | 22.04.2025 upto 15:00 hours |
| Opening of Technical Bids | 23.04.2025 at 15:00 hours |
| Opening of Financial Bid | To be notified |
| Validity of Bids | 180 days from Bid Due Date |
| Issue of Letter of Award (LOA) | Within 30 days from the opening of Financial Bid |
| Acknowledgement of LOA | Within 7 (seven) days of the issuance of the LOA to the Selected Bidder |
| Validity of Bid | As per RFP |
| Signing of Concession Agreement | Within 45 days from the LOA |

*In case a particular date happens to be a Public Holiday of Government of Tamil Nadu (GoTN) including a Public Holiday, the next working day will be the applicable date for the proposed event.*

### 1.4 Pre-Bid Conference

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

Date: 13.03.2025

Time: 15:00 hrs

Venue: Office of Chief Engineer, Special Projects, Greater Chennai Corporation, 4$^{th}$ Floor, Kalaignar Maaligai, Ripon Building complex, Chennai – 600 003.

The Bidders are advised to visit the project site prior to attending the Pre-Bid Conference.

# 2. INSTRUCTIONS TO BIDDERS

## A. GENERAL

### 2.1 General terms of Bidding

2.1.1 The Authority wishes to receive Bids in order to select experienced and capable Bidder for awarding the Project. The Authority shall constitute the committee as per the Tamil Nadu Transparency in Tender (Public Private Procurement Partnership) Rules, 2012 for approving the evaluation and other relevant document during the tender process for the Project, as nominated by the Authority (the "**Tender Scrutiny and Evaluation Committee**").

2.1.2 The relevant project specific information is provided as annexure, in order to provide such information to the bidders as may be required by them to evaluate the project and estimate their Financial Proposal

2.1.3 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be, failing which such Bidder and its Bids shall be summarily rejected.

2.1.4 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Concession Agreement shall have the meaning assigned thereto in the Concession Agreement.

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

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

2.1.7 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.8 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.8 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.9 This RFP is not transferable.

2.1.10 Any award of Concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.

## 2.2 Eligibility of Bidders

2.2.1 For determining the basic eligibility of Bidders for their technical qualification hereunder, the following shall apply:

a. The Bidder may be a single Legal Entity or a group of (not more than) two entities (the "**Consortium**"), coming together to execute the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single Legal Entity and a Consortium.

For the purpose of this RFP, a "**Legal Entity**" shall mean a limited company which is registered in India under the provisions of the Companies Act, 1956/2013 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008.

b. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5.

c. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder or its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof) having a shareholding of not more than 25% of the paid up and subscribed share capital of such Bidder, Member or Associate in the other Bidder, its Member or Associate has less than 25% (twenty-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 subsection (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 (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, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 25% (twenty Five per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

iv. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or

v. such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the response of either or each other; or

vi. such Bidder, or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design, or technical specification of the PPP Project.

vii. Such Bidder or any Associate thereof has appointed any official of the Authority, Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 years from the date of award of the Project to that Bidder.

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

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of not less than 26% (twenty six per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. It is clarified that a certificate from the Statutory Auditor who audits the book of accounts or the Company Secretary of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be. Provided further that the experience of Associate can be claimed only in proportion to the shareholding in the Associate.

d. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the

Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, which the Authority may have thereunder or otherwise including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"). Further, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 1 (one) year prior to the date of issue of the RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of expiry of commercial operation of the project.

*Provided further, in case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders forfeit and encash its Bid Security as per provision of Clause 2.20.6 (c) and further debar it from participation in any future procurement process for a minimum period of 1 year.*

e. For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply:

i. Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020 and more so specified in G.O.Ms.No.343, dated 18th September 2020 issued by Finance (Salaries) Department, Govt. of Tamil Nadu, which shall form an integral part of RFP and DCA.

ii. "Bidder from a country which shares a land border with India" means:

a. An entity incorporated, established or registered in such a country, or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

iii. Beneficial owner for the purpose of (ii) above means:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

**Explanation**:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

iv. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

v. The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.2.1(e)(ii) above.

**Certificate regarding Compliance:**

A certificate on the letterhead of the Bidder shall be required to be submitted by the bidders certifying the following in the format prescribed at Appendix-VII:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I/We certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019- PPD dated 23rd July 2020 and more so specified in G.O.Ms.No.343, dated 18th September 2020 issued by Finance (Salaries) Department, Govt. of Tamil Nadu and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority;

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered."

It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

**Validity of Registration:**

In respect of RFP, registration should be valid at the time of submission of Bids and at the time of acceptance of Bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.

2.2.2 To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility (the **"Minimum Eligibility Criteria"**):

**A.** **Technical Capacity:** For demonstrating technical capacity and experience, the Bidder in the past 7 (seven) years preceding Bid Due Date, should have experience of construction/ development either on EPC mode or PPP mode any of the following eligible projects:–

(i) One Similar Project with minimum project cost of atleast INR 15 crores;

**OR**

(ii) Two Similar Projects with minimum project cost of atleast INR 10 crores each.

For the purpose of this RFP, "**Similar Projects**" means – Multi-Level Parking Project, Airports, Bus Terminals, Railway Stations, Multi-Modal Transport Hubs, Metro Stations, Commercial and Office & Retail spaces

**Important Notes:**

1. **In case where Bidder is a Consortium, then the Technical Capacity criteria should be met by the Lead Member only.**

2. **In computing the Technical Capacity of the Bidder under Clause 2.2.2 (A), the experience of the Associate of the single Bidder/ Lead Member would also be eligible hereunder. However, experience of the Associate would be considered in the proportion to the shareholding of the Bidder/ Lead Member in the Associate.**
3. **Where a Similar Project *(whose experience is being claimed by the Bidder under Technical Capacity)* has been done by a Bidder/ Lead Member in a Joint Venture/ Consortium, then the minimum share of the Bidder/ Lead Member in such Joint Venture/ Consortium/ SPV should be not less than 26% to be eligible for qualification under this Clause 2.2.2 (A); also the value of such Similar Project shall be considered only to the extent of percentage share/ ownership of the Bidder/ Lead Member in that Project;**
4. **Only those Projects will be considered which are completed and currently under operation.**

**B. Financial Capacity:** The Bidder shall have a minimum –

(i) Net Worth of Rs.5 Crores for the financial year ending March, 2024; and

(ii) Average Net Turnover of Rs.15 Crores over the last three completed financial years,

certified by its statutory auditor. In case the annual accounts for the latest financial year are not audited, the Bidder shall provide an undertaking duly signed by Statutory Auditor to this effect, and shall submit the Net Worth and Turnover credentials for the financial year(s) preceding the latest financial year for which Net Worth and Turnover is not audited and therefore not being provided.

**Important Notes:**

1. **In case of a Consortium, the individual or combined Financial Capacity of those Members who shall have an equity share of at least 26% (twenty six per cent) each in the SPV shall only be considered, for eligibility. Such Financial Capacity score of the Bidder Consortium shall be computed as a weighted average of the financial capacity of a Member and its proposed equity stake (%) in the Consortium (***refer clause 3.5.3 in this regard***).**
2. **In computing the Net Worth and Turnover of the Bidder/ Consortium Members under Clause 2.2.2 (B), the Net Worth & Turnover of their respective Associates would also be eligible hereunder. The Net Worth & Turnover of their respective Associates would be considered in the proportion to their shareholding in the Associate**.

2.2.3 The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

i. Certificate(s) from its statutory auditors or the concerned client(s) stating the payments

made or payments received, as the case may be, in respect of the projects specified in Clause 2.2.2 above. In case a particular work/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular work/ contract by producing a certificate from its statutory auditor or the client. Where the single Bidder/ Lead Member is relying on the experience of its Associate, then the certificate(s) shall be provided by the statutory certificate of such Associate; and

ii. Certificate(s) from its statutory auditors specifying the Net Worth and Turnover of the Bidder or that of its Associate which should be as specified in Clause 2.2.2(B), and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.3 (ii).

***For the purposes of this RFP***, Net Worth shall mean:

i **In case of a company**: the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and

ii **In case of any other entity/body corporate**: the aggregate value of the paid up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.

2.2.4 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder (the "**Authorized signatory**"). 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. An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalised/ apostille by appropriate authority in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.

2.2.5 Where the Bidder is a single entity, it will be required to form an appropriate Special Purpose Vehicle, incorporated under the Companies Act, 2013 (the **"SPV"**) with equity shareholding of 100% (hundred percent) of the paid up and subscribed equity of the SPV till the fifth anniversary of the commercial operations date and 51% (fifty one percent) thereafter for the balance Concession Period, to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium1, it shall, in addition to forming an SPV as specified below, comply with the following additional requirements:

[1] Not allowed in case the Bidder is applying under the High Net Worth Route.

(i) Number of members in a consortium shall not exceed 2 (two);

(ii) Subject to the provisions of Clause 2.2.5 (i) above, the Bid should contain the information required for each member of the Consortium;

(iii) Members of the Consortium shall nominate one member as the lead member (the **"Lead Member"**), who shall have an equity share holding of at least 51% (fifty-one 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 the other member of the Consortium;

(iv) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;

(v) An individual Bidder cannot at the same time be member of a Consortium applying for the Bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Bid;

(vi) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the "**Jt. Bidding Agreement**"), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

(a) convey the intent to enter into the Jt. Bidding Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Agreement, in case the concession to undertake the Project is awarded to the Consortium;

(b) clearly outline the proposed roles and responsibilities, if any, of each member;

(c) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project in accordance with the Agreement and the statement to this effect shall also be included in the Jt. Bidding Agreement and the Agreement;

(d) commit that the Lead Member shall subscribe to atleast 51% (fifty one per cent) of the paid up and subscribed equity of the SPV and in case the Consortium is relying on the financial credentials of the other member for the purposes of meeting the Financial Capacity under this RFP, then such other Member shall subscribe to atleast 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV;

(e) members of the Consortium undertake that they shall collectively hold 100% (hundred per cent) of the subscribed and paid up equity of the SPV *(with Lead Member maintaining 51% or more as specified in the Joint Bidding Agreement)* at all times until the fifth anniversary of the Commercial Operation Date of the Project and 51% (fifty one percent) thereafter for the balance Concession Period with Lead Member maintaining atleast 26% or more; and

(vii) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.6 Any entity which has been barred, blacklisted or disqualified either by the Authority or any local body or any district administration or any government agency of the Government of Tamil Nadu (GoTN), any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of GoTN/SG/UT/GoI from participating in any project (PPP or otherwise)/ tendering process and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium, nor the experience of an Associate which has been barred, blacklisted or disqualified as above will be permitted to be claimed by a Bidder/ Consortium Member. For the purposes of clarification, in case the entity has been barred or blacklisted previously and the blacklisting or bar does not exist as on date of the Bid, the Bidder is not disqualified.

2.2.7 A Bidder including any Member of the Consortium or Associate should, in the last 5 (five) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder, Member of the Consortium or Associate, as the case may be, nor have 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 Bidder, Member of the Consortium or Associate.

2.2.8 Provided, however that where a Bidder claims that its disqualification arising on account of any cause or event specified herein is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the execution of the Project. The decision of the Authority in this regard is final, conclusive, and binding on the Member of the Consortium or Associate.

2.2.9 Where it has come to notice of the Authority or it has, at any later stage of the Bidding Process, reason to believe that any information provided by the Bidder in this regard may be false or misleading, the Authority may, without prejudice to any other right or remedy provided as per the Bidding Documents or in law, disqualify, bar or blacklist the Bidder. Where it has come to notice of the Authority, or it has reason to believe, that the Selected Bidder or the Concessionaire, as the case may be, has provided such false or misleading information in this regard, the Authority may, without prejudice to any other right or remedy provided under the Concession Agreement or in law, terminate the LOA or Concession Agreement, as the case may be.

2.2.10 No change in the composition of the Consortium is allowed subsequent to the submission of the Bid or during the Bidding Process and/or in case of the Selected Bidder/ Concessionaire, any

change in the composition of the Consortium during the Concession Period, shall be as per the terms of the Agreement. Otherwise, the Bid shall be disqualified and Bid Security or Performance Security, as the case may be, shall be forfeited.

2.2.11 The following conditions shall be adhered to while submitting a Bid online:

a. Bidders should attach clearly marked and referenced with continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

b. Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms; and

c. In case the Bidder is a Consortium, each Member should satisfy the eligibility requirements to the extent specified herein.

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

2.2.13 **While Qualification is open to persons from any country subject to Clause 2.2.1, the following provisions shall apply:**

(i) where, on the date of the Bid, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or

(ii) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the eligibility and/ or opening of Financial Bid and/ or award of the Project to such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

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

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

## 2.3 Cost of Bidding

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

## 2.4 Site visit and verification of information

2.4.1 Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining and satisfying for themselves the Site conditions, location, surroundings, climate, availability of power, water & other utilities including access to the Site, handling and storage of materials, weather data, applicable laws and regulations, extent of development and facilities at the Site, if any, and any other matter considered relevant by them for the implementation of the Project. It is clarified that Authority shall not be responsible for any discrepancy in this regard. .

2.4.2 It shall be deemed that by submitting a Bid, the Bidder has:

a) made a complete and careful examination of the Bidding Documents;
b) received all relevant information requested from the Authority;
c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4.1 above;
d) satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
f) acknowledged that it does not have a Conflict of Interest;
g) agreed to be bound by the undertakings provided by it under and in terms hereof
h) independently verified all information received from the Authority.

2.4.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or

relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

### 2.5 Right to accept and to reject any or all Bids

2.5.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject any or all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefore.

2.5.2 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.5.3 The Authority reserves the right to reject any Bid and disqualify the Bidder in case of any non-adherence to the requirements set forth in the RFP. If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. The Authority shall be entitled to forfeit and appropriate the Bid Security of such a Bidder disqualified herein.

2.5.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and/ or during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the eligibility requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Award (LOA) or entering into the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents or otherwise.

## B. DOCUMENTS

### 2.6 Contents of the RFP

2.6.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will

additionally include any Addendum issued in accordance with this RFP. The draft Concession Agreement provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

**Invitation for Bids**

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

**Appendices**

I. Letter comprising the Bid (to be submitted online):
   Annex I: General Information of Bidder
   Annex II: Technical Capacity of Bidder
   Annex III: Financial Capacity of Bidder
   Annex IV: Statement of the Legal Capacity
II. Power of Attorney for Signing of Bid
III. Power of Attorney for Lead Member of Consortium
IV. Joint Bidding Agreement
V. Format for Financial Bid (to be submitted online)
VI. E-Bank Guarantee for Bid Security
VII. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs).
VIII. Bid Checklist
IX. Special Instructions to the Bidders for the e-submission of Proposals online on the e-Procurement Portal

**Annexures**

A. Details of the Site
B. Parking Rates
C. Operating Standards

## 2.7 Clarifications

2.7.1. Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority in writing or e-mail at the email address provided in the Data Sheet. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.3. The clarifications on the queries of the Bidder shall be issued no later than 2 (two) weeks

prior to the Bid Due Date. The responses will be uploaded on the website of the Authority and on the e-procurement portal without identifying the source of queries.

2.7.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. 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.

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

2.7.4. The Authority, at any stage of the Bidding process, may also ask any Bidder for clarifications on their submissions, in order to assist in their evaluation. Provided that the Authority will maintain a record of all such communications wherein they shall not seek substantive changes aimed at qualifying such Bidder or engage in any negotiation.

### 2.8 Amendment of RFP

2.8.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum or corrigendum not less than 1 (one) week before the Bid Due Date ("**Addendum**").

2.8.2 Any Addendum issued hereunder will be uploaded on the website of the Authority and on the e-Procurement Portal.

2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

## C. PREPARATION AND SUBMISSION OF BIDS

### 2.9 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of the entire document in the English language, duly authenticated and certified by respective embassy or any authorised translation agencies. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the

English language translation shall prevail.

## 2.10 Format and Signing of Bid

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

2.10.2 The Bidder shall prepare 1 (one) original set (hard copy) of the Technical Proposal (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) which shall be typed or written in indelible ink and physically signed on each page in blue ink by the Authorized Signatory of the Bidder, bearing the stamp of the Bidder and clearly marked "ORIGINAL". In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall also be initialed by the Authorized Signatory signing the Bid. The Bid shall contain and index and page numbers in serial order.

## 2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall scan the Original set of the Technical Proposal and upload the same in pdf format on the e-Procurement Portal using the Digital Signature registered on the Portal. Bid submitted through any other means will not be accepted. The Bidder shall also refer to the Special Instructions to the Bidders for the e-submission of the Bids online through E-Procurement Portal outlined in Appendix-IX.

a) **The Technical Bid shall include the following:**

i. Letter comprising the Bid (Appendix I);
ii. General Information of Bidder (Appendix I - Annex-I)
iii. Technical Capacity of the Bidder (Appendix I – Annex II) along with supporting documents towards proof as specified in this RFP;
iv. Financial Capacity of the Bidder (Appendix I – Annex III) along with supporting documents towards proof as specified in this RFP;
v. Statement of Legal Capacity (Appendix I – Annex IV)
vi. Power of Attorney for signing of Bid in the prescribed format (Appendix II) supported with board resolution / charter document in favour of the executant authorizing such person to issue the Power of Attorney;
vii. If applicable, the Power of Attorney for Lead Member of Consortium (Appendix III) supported with board resolution / charter document in favour of the executant authorizing such person to issue the Power of Attorney;
viii. Joint Bidding Agreement (in case of Consortium) (Appendix IV);

ix. Proof of online transfer of Bid Security or by way of e-Bank Guarantee for Bid Security (Appendix VI);

x. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) (Appendix-VII) duly signed by Authorized signatory;

xi. Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020 and more so specified in G.O.Ms.No.343, dated 18th September 2020 issued by Finance (Salaries) Department, Govt. of Tamil Nadu, if applicable (to be submitted by the "Bidder from a country which shares a land border with India");

xii. Bid Checklist (Appendix VIII);

xiii. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a Limited Liability Partnership then a copy of its LLP Agreement;

xiv. Copies of Bidder's duly audited balance sheets and profit and loss account for the preceding three years;

xv. GST Registration Certificate, registration proof documents and any other supporting documents required as per the terms of this RFP for meeting the qualification requirements.

b) **Financial Bid/ Proposal**

The Bidder shall submit the Financial Bid in the format which shall be available on the e-Procurement Portal. An indicative format of which is given in Appendix V of this RFP.

2.11.2 Bids submitted physically to the Authority or by fax or e-mail shall not be entertained and shall be rejected outrightly.

2.11.3 Further, all the pages of the Bid must be numbered serially, along with an index of submissions. Bidders are required to submit all details only on issued or downloaded RFP document. In the event, any of the instructions mentioned herein which are relevant for the Bid being submitted by the Bidder, have not been adhered to by the Bidder, the Authority reserves the right to reject the Bid.

2.11.4 The time that is displayed from the server clock at the top of the e-Procurement Portal, will be considered as final for determining time for Bid submission on the E-Procurement Portal. The time followed in this Portal is as per Indian Standard Time (IST) which is GMT+5:30. The Bidders should adhere to this time during Bid submission.

## 2.12 Bid Due Date and Time

2.12.1 Bids shall be submitted online on the e-Procurement Portal by the time specified in Clause 1.3 on or before the Bid Due Date. The Bidders are advised to upload their Bids well in time to avoid

last minute rush/ technical glitch.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with the provisions of the RFP.

## 2.13 Late Bids

E-Procurement Portal shall not allow submission of any Bid after the prescribed date and time given in Clause 1.3 and such late Bids shall be summarily rejected.

## 2.14 Procedure for e-tendering

2.14.1 Accessing/ purchasing of Bid documents

(a) It is mandatory for all the Bidders to possess a valid Class-3 Digital Signature Certificate (DSC) (issued in the name of Authorized Signatory of the firm or organization) as per the provisions of Information Technology Act, 2000, as amended from time to time.

(b) DSC should be in the name of the Authorized Signatory who is authorized under Appendix II of this RFP i.e. the person holding a valid Power of Attorney (POA) from the Bidder entity shall only be the Digital Signatory. It should be in corporate capacity (that is in Bidder's capacity, In case of a Consortium then in the Lead Member's capacity, as applicable). The Bidder shall submit necessary documents in support of the DSC.

(c) The Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA shall only be the Digital Signatory.

(d) Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the website https://tntenders.gov.in under the link "Information about DSC".

2.14.2 The Bidders are required to register themselves on the Tamil Nadu e-procurement system portal at URL: https://tntenders.gov.in/nicgep/app and submit soft copies of their Bids electronically using valid Digital Signature Certificates. Bidders may refer to instructions for on online bid submission given in Appendix-IX.

2.14.3 If the Bidder/ Consortium is already registered with e-Procurement Portal of the Authority, and validity of registration is not expired the Bidder/ Consortium is not required a fresh registration.

2.14.4 Preparation & Submission of Bids:

(a) The Bidder shall submit its Bid online following the instruction appearing on the screen of the e-Procurement Portal. The e-Procurement Portal has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference.

(b) Bids must be submitted online only through e-Procurement Portal using the DSC of the Authorized Signatory of the Bidder.

(c) It is suggested that the Bidder should submit the Bidding Documents online well in

advance of the prescribed time to avoid any delay or problem during the online submission process. Authority shall not be held responsible for any sort of delay or the technical difficulty faced in the submission of Bids/ Proposals online by the Bidders.

### 2.15 Modifications/Withdrawal of Bids

2.15.1 The Bidder may modify or substitute its e-Bid after submission but prior to the Bid Due Date. No Bid can be modified by the Bidder on or after the Bid Due Date & Time. The procedure for carrying out modification is provided on the e-Procurement Portal.

2.15.2 No Bid shall be allowed to be withdrawn or substituted by the Bidder after the Bid Due Date.

### 2.16 Validity of Bids

The Bids shall be valid for a period of not less than 180 (One hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority. Accordingly, the validity of Bank Guarantee for Bid Security, if required, shall also be extended by the Bidder.

### 2.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding 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 the Bid, 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.

### 2.18 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### 2.19 Currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

## D. BID SECURITY

## 2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security either through online transfer on e-procurement portal, or in the form of a e-bank guarantee issued by any Nationalized Bank or Scheduled Commercial Bank, in favour of the Authority, payable in Chennai branch in the format set forth in Appendix – VI (the "**e-Bank Guarantee**") and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date excluding claim period of 365 days, as may be extended by the Bidder from time to time. In case the e-Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank or a Scheduled Commercial Bank in India is required. For the avoidance of any doubt, 'Scheduled Bank' shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

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

2.20.3 The Authority shall not pay any interest on the Bid Security to the Bidder and the same shall be interest free. Save as provided in Clause 2.20.4 below, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date.

2.20.4 The Selected Bidder(s)' Bid Security will be returned, without any interest, upon the Bidder signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement, or otherwise, under the following conditions:

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

(b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;

(c) If a Bidder submits a non-responsive Bid;

Subject however that in the event of encashment of Bid Security occurring due to operation of Clause 2.20.6 (c), the Damage so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.

(d) In the case of Selected Bidder, if it fails within the specified time limit -

(i) To sign and return the duplicate copy of the Letter of Award;

(ii) To sign the Concession Agreement; or

(iii) If the Concessionaire fails to furnish the Performance Security within the period prescribed thereof in the LOA/ Concession Agreement;

(d) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

# 3. EVALUATION OF BIDS

## 3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall first download and open the Technical Bids received online at 15:00 hours IST on 23.04.2025 in the presence of the Bidders who choose to attend. A list of the Bidders or their representatives attending the opening of Bids shall be prepared and their signatures shall be obtained on the same.

3.1.2 Bidders are advised that selection of the Technical Bids of Bidders will be entirely at the discretion of the Authority. Bidders 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.

3.1.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.4 To facilitate evaluation of Technical Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. If a Bidder does not provide clarifications sought under this clause within the prescribed time, the Authority shall proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority. Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the Authority shall not be considered.

3.1.5 In the event that a Bidder claims credit for an eligible Similar Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from qualifying as eligible Similar Project. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of this RFP.

## 3.2 Tests of responsiveness

3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

(a) Technical Bid is received online as per the format at Appendix-I including Annexes I to IV;
(b) it is submitted online on the e-Procurement Portal on or before the specified time on the Bid Due Date including any extension thereof;
(c) Technical Bid is accompanied by the Bid Security as specified in Clause 1.2.5 and in case Bid Security is submitted by way of Bank Guarantee then it should be by way of e-Bank

Guarantee only;

(d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4;

(e) Technical Bid contain all the information (complete in all respects);

(f) Technical Bid does not contain any condition or qualification;

(g) if applicable, it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in this RFP;

(h) it is accompanied by certificates from its statutory auditors in the formats specified in this RFP; and

(i) it is not non-responsive in terms hereof.

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

## 3.3 EVALUATION OF TECHNICAL BID

3.3.1 Only responsive Bids and Bidders who meet the eligibility criteria specified in Clause 2.2.2/ 3.9[2] above shall qualify for evaluation under this Section 3. Bidders who do not meet these criteria shall be rejected.

3.3.2 The responsive Bidder's competence and capability shall be evaluated on the basis of the following parameters:

(i) Basic eligibility of Bidders as per Clause 2.2.1;

(ii) Technical Capacity; and

(iii) Financial Capacity.

3.3.3 Where the Bidder has submitted its Bid for both the MLPs projects, then the provision as specified in Clause 3.9 shall be applicable.

## 3.4 TECHNICAL CAPACITY AND FINANCIAL CAPACITY FOR PURPOSES OF EVALUATION

3.4.1 Subject to Clause 2.2, the Bidder's/ Lead Member's technical experience shall be measured in terms of the minimum Technical Capacity as defined in Clause 2.2.2 (A) and the experience claimed by the Bidder/ Lead Member should clearly meet the requirement under said Clause 2.2.2 (A), to qualify for the Financial Bid stage:

3.4.3 The Bidder/ Lead Member should provide the details of having experience in successfully completing construction/ development of Similar Projects in the last 7 (seven) financial years

[2] Clause 3.9 is applicable only in case where the Bidder is bidding for both the MLP projects

immediately preceding the Bid Due Date. Provided that if the eligible Similar Project was completed by the Bidder or Lead Member as Joint Venture/ Consortium member, then the minimum share of the Bidder/ Lead Member in such Joint Venture/ Consortium/ SPV should be not be less than 26% to be eligible for consideration under this Clause 2.2.2 (A) and also the value of such completed Similar Project shall only be considered to the extent of the percentage share/ equity of the Bidder/ Lead Member in that Joint Venture/ Consortium for the purpose of evaluation.

3.4.4 The Bidder/ Lead Member should provide necessary information in relation to eligible Similar Projects as per the format at Annex-II of Appendix-I along with evidence in support of claim of Technical Capacity in the form of successful completion certificates from respective clients or the certificate(s) of its statutory auditor/ chartered accountant in support thereof as proof.

## 3.5 FINANCIAL INFORMATION FOR PURPOSES OF EVALUATION

3.5.1 The Bid must be accompanied by audited balance sheets, annual reports, profit & loss account of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.

3.5.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.5.3 The Bidder must establish minimum Net Worth and Turnover specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I. Provided further, the Financial Capacity score of the Bidder shall be computed as a weighted average of the financial capacity of a Member and its proposed equity stake (%) in the Consortium.

***Illustration****:*

*For illustration and avoidance of any doubts, the following method is placed in clarification:*

*If Company A (Net-Worth: Rs 100 crores) & Company B (Net-Worth: Rs 50 crores) in a Consortium with shareholding of A as 60% and B as 40% then the Weighted Financial Score of the Consortium shall be:*

*For Weighted Financial Score*

*100 X 60% + 50 X 40% = 80 Crores*

*Note: Similar formula shall be adopted for assessing the Turnover of the Consortium.*

## 3.6 QUALIFICATION AND SHORTLISTING OF BIDDER

3.6.1 In the first step of evaluation, Technical Bids of Bidders adjudged responsive in terms of Clause 3.2.1 shall be considered for Technical evaluation as per this RFP. In this Qualification Phase, the information, documents and credentials submitted by the Bidder as a part of its Bid shall be evaluated and measured in terms of its eligible Similar Projects experience to determine the technical and financial competency/ capability of the Bidder (of all Members in case of a Consortium) under this RFP.

3.6.2 The Bidders' eligible experience in respect of eligible Similar Projects and Financial Capacity in terms of Clauses 2.2.2, 2.2.3, 3.4, 3.5 and 3.9 under this RFP document, will be assessed and evaluated by the Tender Scrutiny and Evaluation Committee to determine if such experience is successfully demonstrated by the Bidder with supporting proofs/ credentials submitted as required under this RFP to clearly establish Bidder's technical experience and financial capacity vis-à-vis the requirements of Clause 2.2.2/ 3.9[3]. If required, the Authority may seek specific clarifications from any or all Bidder(s) at this stage. The Authority shall determine the Bidder that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).

3.6.3 The Bidder who meets the Minimum Eligibility Criteria set forth in Clauses 2.2.1 to 2.2.3, 3.4 and 3.9 in terms of eligible experience in respect of Technical Capacity and Financial Capacity in terms of Sub-Clauses 2.2.2/3.9[4], 2.2.3, 3.4 and 3.5 under this RFP document, will be shortlisted and eligible for the Financial Bid Phase (the "**Technically Qualified Bidders**").

3.6.4 The Technically Qualified Bidders who are shortlisted as per Clauses 3.6.2 & 3.6.3 above will be informed about the opening date of the Financial Bid on the e-Procurement Portal/ email to the shortlisted bidders and the Financial Bid shall be opened in the presence of the shortlisted Bidders who choose to attend. The result of the Technical Bids evaluation shall be displayed on the e-Procurement Portal for information of all Bidders.

## 3.7 OPENING AND EVALUATION OF FINANCIAL BID

3.7.1 Financial Bids of only Technically Qualified Bidders shall be downloaded and considered for evaluation in the presence of the shortlisted Bidders who choose to attend. Only those Financial Bids shall be considered for evaluation which are unconditional, received strictly as per the format uploaded on the Portal and found responsive to the requirement(s) of Financial Bid specified in this RFP. The Bidder who either quotes the same figure as the reserve price of Rs.50 Lakhs or an amount lower than the reserve price of Rs.50 Lakhs, the Financial Bid of such Bidder shall be rejected being non-responsive without any further consideration or clarification being sought by the Committee/ Authority.

[3] Clause 3.9 is applicable only in case where the Bidder is bidding for both the MLP projects
[4] Clause 3.9 is applicable only in case where the Bidder is bidding for both the MLP projects

3.7.2 Pursuant to above exercise, amount towards Annual Concession Fee (above the reserve price) quoted in responsive Financial Bids of Technically Qualified Bidders shall be evaluated by the Committee and ranked from the highest quoted amount to the lowest quoted amount of Annual Concession Fee. The result of the Financial Bids evaluation shall be displayed on the e-Procurement Portal for information of all Bidders.

## 3.8 SELECTION OF SUCCESSFUL BIDDER

3.8.1 Subject to the provisions of Clauses 3.6, 3.7, 3.8.2 and 3.9, the Technically Qualified Bidder who is ranked at the top having quoted the highest amount of Annual Concession Fee above the reserve price of Rs.50 Lakhs, payable to the Authority (H1 Bidder) shall be the successful Bidder (the "**Selected Bidder**").

3.8.2 In the event that, two or more Technically Qualified Bidders quote the same amount of Annual Concession Fee (the "**Tie Bids**"), the Authority shall invite the tied bidders to submit their best and final offer of the Financial Proposal in the manner prescribed by the Authority and the Bidder offering the highest amount of Annual Concession Fee for the Project shall be adjudged as the Selected Bidder.

3.8.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "**First Round of Bidding**"), the Authority may invite all the remaining Technically Qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and ask the next ranked/ highest bidder (H2) to match the Bid of the aforesaid Highest Bidder (the "**Second Round of Bidding**"). If such H2 Bidder matches the Highest Bidder, it shall be the Selected Bidder. If the H2 Bidder does not match the said Highest Bidder in the second round of bidding, then the other Technically Qualified Bidder(s) will be invited to match the Bid of the Highest Bidder (the "**Third Round of Bidding**") and the Bidder who matches the Highest Bidder, it shall be the Selected Bidder.

3.8.4 In the event that no Bidder offers to match the Highest Bidder in the second or third round of bidding as specified in the aforementioned clause, the Authority may, in its discretion, take any decision including annulling the entire bidding process or declare the H2 Bidder as the Selected Bidder.

3.8.5 After declaration of the Selected Bidder, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA, and the next eligible Bidder may be considered.

3.8.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall provide Performance Security of Rs.80 Lakhs (Rupees Eighty Lakhs only) by way an unconditional and irrevocable Bank Guarantee issued by any Nationalized Bank or Scheduled Commercial Bank, in favour of the Authority for the due and faithful performance by the Selected Bidder/ Operator, within the time period set forth in the LOA but in any case prior to execution of the Concession Agreement, in the format prescribed under the Concession Agreement and also ensure execution of the Concession Agreement by the SPV within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviations in the Concession Agreement.

## 3.9 Evaluation Methodology for Multi MLP Project Bids

3.9.1 The Authority has issued RFPs for two Projects of Multi-Level Parking Facilities (MLPs) in Chennai city, namely:

a. Selection of Development of Multi Level Parking Facility at Thiruvottiyur in Chennai City on 'DBFOT' basis for a period of 25 years; and
b. Selection of Development of Multi Level Parking Facility at Kodambakkam in Chennai City on 'DBFOT' basis for a period of 25 years.

A Bidder may submit its Bids for either one or both Projects. However, in a scenario where a Bidder is submitting its Bid for both the above Projects, then to be considered a successful Bidder for award of both the Projects by the Authority, such Bidder shall have to demonstrate its Technical Capacity and Financial Capacity to be atleast equal to the combined Technical Capacity and Financial Capacity as prescribed under Clause 2.2.2 of the respective RFPs of the two Projects. This means that if the Bidder is to be awarded both the Projects then such a Bidder should have:

(i) Combined Technical Capacity as follows -

- One Similar Project with a minimum project cost of INR 30 Crores, or
- Two Similar Projects with a minimum project cost of INR 20 Crores each.

**AND**

(ii) Combined Financial Capacity as follows -

- Net Worth of INR 10 Crores for the financial year ending March 2024; and
- Average Annual Turnover of INR 35 Crores over the last three completed financial years preceding Bid Submission Date.

3.9.3 A Bidder not meeting the requirements as specified in Clause 3.9.2 above, will not be precluded from bidding for any one or both the Projects. However, in such a scenario, the Bidder shall be declared a Successful Bidder only in one of the two Projects as per the selection and award criteria spelt out under Clause 3 of this RFP subject to the following:

(a) The allocation of both the Projects to the Successful Bidder shall be solely decided by the

Authority based on the most advantageous offer made to it.

(b) The advantageous financial offer will be arrived at based on the inflow of maximum Concession Fee to the Authority collectively for both the Projects. The highest aggregate amount, reckoned for both the Projects put together will be calculated by the Authority for arriving at the final offer of Concession Fee made by the Bidders. Decision of the Authority shall be final and binding on the Bidders in this regard.

3.9.4 Evaluation Process: For the purpose of evaluation to decide the Highest Bidder(s), the Authority shall adopt the following procedure:

a. Open the financial bids of the technically qualified Bidders online for both the Projects. The qualified Bidders will be informed accordingly. Only those Financial Bids shall be considered for evaluation which are unconditional, received strictly as per the format uploaded on the Portal and found responsive to the requirement(s) of Financial Bid specified in this RFP.

b. Draw out a matrix of both Projects Vs. Bidders and populate the individual cells in the matrix with highest quote of Concession Fee in two decimals.

c. The Authority will also indicate in the table whether each of the Bidders are eligible, as per the conditions laid out in this RFP, to technically qualify, succeed and get awarded either one or both the Projects.

d. The Authority shall, based on the details in the table above and with an objective to maximize the aggregate inflow of the Concession Fee to the Authority reckoned for both the Projects together, thereafter, work out the allocation strategy of both the Projects between technically qualified Bidders.

3.9.5 The Authority's decision on Project(s) allocation, based on the methodology outlined in this Clause 3.9, shall be final and binding on all Bidders.

3.9.6 For all the Bids received for both the Project under this Clause 3.9, all other provisions pertaining to submission of Bid, responsiveness of the Bids, selection of Bidder, etc. as given in this RFP shall be applicable.

## 3.10 Contacts during Bid Evaluation

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

## 4 FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or successful Bidder, as the case may be, if it determines that the Bidder or successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if a Bidder or Concessionaire, as the case may be, 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, or after the issue of the LOA or the execution of the Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, 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 practices, 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 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 Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

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 Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

# 5 PRE-BID CONFERENCE

5.1 Pre-bid conference shall be convened at the designated date, time and place mentioned in Clause 1.3 of the RFP. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of pre-bid conference, the Bidders shall 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, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process as per Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012.

# 6 MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the Tamil Nadu Transparency in Tenders Rules, 2000 and Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012, the laws of India and the Courts at Chennai and High Court of Chennai, Tamil Nadu shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Bidder in order to receive clarification or further information;

c) qualify or not to qualify any Bidder and / or to consult with any Bidder 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 Bidder; 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 Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder 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, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 The Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

a) Concession Agreement;

b) Corrigendum/addendum and

c) the RFP

6.5 The Bidding Documents at (a) above shall prevail over the Bidding Documents at (b) above, and the Bidding Documents at (b) shall prevail over the RFP at (c).

# APPENDICES

## APPENDIX – I:
## LETTER COMPRISING THE BID

*(Refer Clause 2.11.1(a))*

Dated:

To

……

……

**Sub: Bid for: Selection of Development of Multi Level Parking Facility at Thiruvottiyur in Chennai City on 'DBFOT' basis for a period of 25 years**

Dear Sir,

1. With reference to your RFP document dated _____[5], I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for award of the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforementioned Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection and award of the aforesaid Project in terms of the Bidding Documents including the addenda issued.

4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge and recognize the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we/any of the Member of the Consortium 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

[5] All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

terminated by any public authority for breach on our part.

7. I/We declare that:

   a) I/We have examined and have no reservations on/ to the RFP, including any Addendum issued by the Authority;
   b) I/We do not have any Conflict of Interest in accordance with the provisions of RFP;
   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, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, any local body or any district administration or any government agency of the Government of Tamil Nadu (GoTN), any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of GoTN/SG/UT/GoI in the last 5 years;
   d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
   e) I/ We have not been barred, blacklisted or disqualified either by the Authority or any local body or any district administration or any government agency of the Government of Tamil Nadu (GoTN), any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of GoTN/SG/UT/GoI from participating in any project/ tendering process and such bar/ disqualification/ blacklisting does not subsist as on Bid Due Date.

8. I/We understand that the Authority may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders.

9. I/We believe that we/our Consortium satisfy(s) the Technical Capacity and Financial Capacity for the Project and meet(s) all the requirements as specified in the RFP document and are / is qualified to be evaluated in the Bidding Process.

10. I/We declare that I/ we/any Member of the Consortium or my/ our Associate, is/ are not a Member of any other Consortium applying for award of the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral

sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge- sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

14. I/We acknowledge and 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 RFP, we shall intimate the Authority of the same immediately.

15. The Statement of Legal Capacity as per format provided at **Annex-IV in Appendix-I** of the RFP document, and duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at **Appendix II and III** respectively of the RFP, are also enclosed.

16. I/ We acknowledge and undertake that there shall not be any change in ownership/ shareholding pattern until 5$^{th}$ (fifth) anniversary of the Commercial Operation Date (COD) of the Project and the Lead Member shall with its other Consortium Member directly hold 100% (hundred percent) of subscribed and paid-up equity share capital of the SPV until 5$^{th}$ anniversary of the COD, and 51% (fifty one percent) thereafter for the balance Concession Period with Lead Member maintaining atleast 26% or more.

17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/ we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify me/ our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to 5$^{th}$ (fifth) anniversary of the COD of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. I/ We understand that if I/ we are declared as the Selected Bidder, I / we shall incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013 prior to execution of the Concession Agreement with equity share capital as per the provisions of the RFP and the Concession Agreement.

19. I/we further certify that we/any Member of the Consortium or any of our/their Associates are not

barred by the Authority or any local body or Department/ Board/ Corporation/ PSU of GoTN/ any State Government or Union Territory or Ministry/ CPSU of the Central Government (GoI), or by any of the agencies of SG/UT/GoI or any entity controlled by it, from participating in any project (PPP or otherwise), and such bar does not subsists as on the date of Bid.

20. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents.

21. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

22. I/We acknowledge that I/we have studied all the Bidding Documents carefully and also surveyed the Project Site and analyzed the details of the Project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession. 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 the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.

23. I/ We certify that in terms of the RFP, my/our Net worth is Rs. …….. (Rs.in words) and Average Annual Turnover is Rs. …….. (Rs. in words).

24. I/ We offer a Bid Security of Rs.5,00,000/- (Rupees Five Lakhs only) to the Authority in accordance with the RFP.

25. The Bid Security in accordance with this RFP and in the form of a Bank Guarantee is attached and we agree that the same is interest free.

26. The *Annual Concession Fee* has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Project cost and implementation of the Project.

27. *{We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the end of the Agreement Period in accordance with the Agreement.}*[6]

28. I/We shall keep this offer valid during the Bid Validity Period specified in the RFP.

[6] Omit if the Bidder is not a Consortium.

29. I/ We hereby declare and confirm that I/ we/ any Member of the Consortium is not a defaulter of any Bank or Financial Institution and none of my/ our accounts have been declared as Non-Performing Assets by any Bank or Financial Institution in the last 3 (three) years preceding Bid Due and presently there is no dispute pending with any Bank or Financial Institution.

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

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

**(Signature of the Authorized Signatory)**

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

**Name and seal of Bidder**

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

## Appendix-I

### Annex-I

### GENERAL INFORMATION OF BIDDER

*(Refer Clause 2.11.1(a))*

1.

a) Name[7]:
b) Country of incorporation:
c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
d) Date of incorporation and/ or commencement of business:
e) GST Registration No.:

2. Brief description of the {Company/ LLP } including details of its main lines of business and proposed role and responsibilities in the Project:

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

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

4. Particulars of the Authorized Signatory of the Bidder:

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

5. In case of a Consortium:

(a) The information above (1-4) should be provided for all the Members of the Consortium.
(b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.5(vi) should be

[7] Relevant documents/ charter documents/ constitutional documents related to incorporation/ registration of company/ LLP/ partnership firm must be attached along with this Annexure

attached to the Bid.

(c) Information regarding the role of each Member should be provided as per table below:

| S. No. | Name of Member | Role* | Percentage of share in the Consortium |
|---|---|---|---|
| 1 | | | |
| 2 | | | |

* The role of each Member, as may be determined by the Bidder, should be indicated.

(d) The following information shall also be provided for **each Member** of the Consortium and/or Associate†:

Name of Bidder/ Member of Consortium:

| No. | Criteria | Yes | No |
|---|---|---|---|
| 1. | Has the Bidder/constituent of the Consortium/its Associate been barred by the GoTN/SG/UT/GoI, or any entity controlled by them, from participating in any project (DBFOT/O&M or otherwise). | | |
| 2. | If the answer to 1 is yes, does the bar subsist as on the date of Bid? | | |
| 3. | Has the Bidder/constituent of the Consortium/its Associate paid liquidated damages of more than 5% (five percent) 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 3 (three) years? | | |

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

## Appendix-I

### Annex-II

### TECHNICAL CAPACITY OF BIDDER

*(Refer to Clause 2.2.2(A) of the RFP)*

### Details of Similar Projects

| ITEM | PARTICULARS OF THE PROJECT |
|---|---|
| Name of Bidder/ Lead Member/ Associate[8]: | |
| Name of the Similar Project | |
| Give a brief description of the work undertaken relevant to the Project | |
| Entity for which the Similar Project was constructed/ developed:<br>Name:<br>Address:<br>Name of Contact Person:<br>Phone No. of the Contact Person:<br>Email ID of the Contact Person: | |
| Location | |
| Capital Cost of Similar Project (Excluding land cost) | |
| Date of completion of Similar Project in all respects i.e. date of issuance of Completion Certificate | |
| Date of commencement of operations | |
| Source of funds of the Similar Project | |
| Mode (BOT, EPC, Item Rate, etc.) | |
| Equity shareholding of the Bidder/ Lead Member in the Associate/ company owning the Similar Project, held continuously during the period for which experience is claimed | |

**Instructions:**

[8] In case the Similar Project relates to an Associate of the Bidder or its Member, write particulars of the Associate.

1. Bidders are expected to provide information in respect of each Similar Projects in this Annex which have been undertaken by the Bidder/ Lead Member in its own name and/ or by a project company in which the Bidder/ Lead Member has a share/ equity of not less than 26%. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2/ 3.9[9] of the RFP document.

2. A separate sheet should be filled for each Similar Project.

3. Name, address and contact details of owner/ Authority/ Agency (i.e. employer, concession grantor, etc.) may be provided.
4. The date of completion of construction should be indicated. Only such projects whose construction has been completed in all respects shall be considered for the purpose of evaluation.

5. Completion Certificate from the concerned client/ entity for whom the work undertaken must be furnished for each Similar Project.

6. Certificate(s) from the Statutory Auditor as per the format prescribed below in respect of each Similar Project:

**Format for Certificate(s) from the Statutory Auditor to be procured and annexed as proof of the claim made in respect of the Similar Projects in terms of Clauses 2.2.2/3.9[10] and 2.2.3 of the RFP document:**

**Format 1 for Similar Projects executed on PPP mode**

**Certificate from the Statutory Auditor regarding PPP projects**[11]

Based on its books of accounts and other published information authenticated by it, this is to certify that _____ (name of the Bidder/ Lead Member) is/ was an equity shareholder in _____ (title of the project company) and holds/ held Rs._____ cr. (Rupees _____ crores) of equity (which constitutes _____%[12] of the total paid up and subscribed equity capital) of the project company from _____ (date) to _____ (date)[13]. The project was commissioned on _____ (date of commissioning of the project).

We further certify that the total capital cost of the project pursuant to completion of construction is Rs._____ Cr. (Rupees _____ crores).

Name of the audit firm:

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

[9] Clause 3.9 is applicable only in case where the Bidder is bidding for both the MLP projects
[10] Clause 3.9 is applicable only if applying for both the Projects in terms thereof.
[11] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.
[12] The equity shareholding of the Bidder/ Lead Member, in the company owning the Similar Project, held continuously during the period for which eligible experience is claimed.
[13] In case the project is owned by the Bidder company/ Lead Member, this language may be suitably modified to read : "It is certified that _____ (name of Bidder/ Lead Member) constructed and/ or owned the _____ (name of project) from _____ (date) to _____ (date)."

Date:

## Format 2 for Similar Projects executed on EPC mode

**Certificate from the Statutory Auditor regarding construction works**

Based on its books of accounts and other published information authenticated by it, {this is to certify that _____ (name of the Bidder/ Lead Member) was engaged by _____ (name of the client) to execute _____ (name of project). The construction of the project commenced on _____ (date) and the project was commissioned on _____ (date, if any). It is certified that _____ (name of the Bidder/ Lead Member) received/ paid Rs. _____ Cr. (Rupees _____ crores) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs……. crores (Rupees……. Crores) pursuant to completion of construction work.

{It is further certified that the amount specified above is restricted to the share of the Bidder/Lead Member who undertook these works as a partner or a member of joint venture/ Consortium}[14].

Name of the audit firm:

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

Date:

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

## Appendix-I

## Annex-III

## FINANCIAL CAPACITY OF BIDDER

*(to be certified by the statutory auditor of Bidder and/ or its Associate/ along with the separate certificate of statutory auditor of respective Members of the Consortium and/ or its Associate)*

(*Refer to Clause 2.2.2(B) of the RFP*)

| **Bidder type$** | **Annual turnover** | | | | **Net Worth*** |
|---|---|---|---|---|---|
| | **Year 1** | **Year 2** | **Year 3** | **Net Average** | **Year 1** |
| | **FY……** | **FY…..** | **FY……** | | **FY 2023-21** |
| Bidder/ Lead Member | | | | | |
| Other Member of the Consortium | | | | | |
| Associate[15] | | | | | |
| **Total** | | | | | |

**Name & Address of Bidder's Bankers:**

$ A Bidder consisting of a single Legal Entity should fill in details as per the row titled single Legal Entity Bidder and ignore the rows titled Members of the Consortium. In case of a Consortium, row titled single Legal Entity Bidder may be ignored.

* The Bidder should provide details of its own Financial Capacity or of an Associate specified in the provisions of the RFP.

**Instructions:**

1. The Bidder / constituent Members of the Consortium shall attach copies of the balance sheets, financial statements and Annual Audited Reports for 3 (three) out of 5 (five) years preceding the Bid Due Date and where the Bidder/ consortium Members are relying on the Net Worth and Turnover of its Associate then the copies of the same of such Associate is also to be provided. The financial statements shall:

   a) reflect the financial situation of the Bidder or Members of the Consortium and its/ their Associates where the Bidder is relying on its Associate's financials;
   b) be audited by a statutory auditor;

[15] Applicable only if the Bidder/ Consortium is relying on the financial credentials of its Associate

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. Year 1 will be the latest completed financial year, preceding the Bidding year. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12
3. In the case of a Consortium, Jt. Bidding Agreement and Power of Attorney shall be submitted in accordance with the provisions of the RFP.
4. The Bidder/ Consortium Member and its Associate (if applicable) shall provide an Auditor's Certificate specifying the Net Worth and Turnover of the Bidder and also specifying the methodology adopted for calculating such Net Worth and Turnover in accordance with the provisions of the RFP.
5. Financial Capacity score of the Bidder Consortium shall be computed as a weighted average of the financial capacity of a Member and its proposed equity stake (%) in the Consortium.

## Appendix-I

### Annex-IV

### Statement of Legal Capacity

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

*(Refer Clause 2.11.1(a))*

Dated:

To

……

……

**Sub: Bid for: Selection of Development of Multi Level Parking Facility at Thiruvottiyur in Chennai City on 'DBFOT' basis for a period of 25 years**

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the Bidding Documents.

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

We have agreed that .....(insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the Bid.

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 of the Authorized Signatory)
For and on behalf of……..

*Please strike out whichever is not applicable.

## APPENDIX – II:
## POWER OF ATTORNEY FOR SIGNING OF BID

*(Refer Clause 2.2.4)*

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. _____, son/ daughter/ wife of _____and presently residing at _____, who is {presently employed with us and holding the position of __,} as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for ***"Selection of Development of Multi Level Parking Facility at Thiruvottiyur in Chennai City on 'DBFOT' basis for a period of 25 years"*** (the "**Project**") to the Greater Chennai Corporation (the "**Authority**") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bid Meeting and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 binding and deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 2025.

For

……

(Signature, name, designation and address)

Witnesses:

1.

2.

[Notarised]

Accepted

……

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

**Notes**:

1. *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.*

2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

3. *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*

4. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and legalized in the jurisdiction where the Power of Attorney is being issued in terms of the local law as applicable. However, the Power of Attorney provided by Bidders 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 Apostille certificate. Further any power of attorney executed and issued from overseas should be stamped with the applicable Indian Stamp Act within 90 days from receipt of that Power of Attorney in India as applicable in the State of Tamil Nadu.*

## APPENDIX – III:
## POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

*(Refer Clause 2.2.4)*

Whereas the Greater Chennai Corporation (the "**Authority**") has invited Bids for ***"Selection of Development of Multi Level Parking Facility at Thiruvottiyur in Chennai City on 'DBFOT' basis for a period of 25 years"*** (hereinafter referred to as 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 Proposal and other Bidding Documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, …… having our registered office at ……, and having our registered office at ……, [the respective names and addresses of the registered office] being the member/s of the Consortium (hereinafter collectively referred to as the "**Principal**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ……, having its registered office at ……, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Concession, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all 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 till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our

said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2025.

For _____

(Signature) (Name & Title)

For _____

(Signature) (Name & Title)

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

Witnesses: [Notarized]

1.
2.

Notes:

1. *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.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and legalized in the jurisdiction where the Power of Attorney is being issued in terms of the local law as applicable. However, the Power of Attorney provided by Bidders 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 Apostille certificate. Further any power of attorney executed and issued from overseas should be stamped with the applicable Indian Stamp act within 90 days from receipt of that Power of Attorney in India as applicable in the State of Tamil Nadu.*

# APPENDIX - IV
# JOINT BIDDING AGREEMENT

*(Refer Clause 2.2.5 (vi))*

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 2025

**AMONGST**

1. { .....Limited, a company incorporated under the Companies Act, 1956/20131 or registered under a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008} and having its registered office at (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. { .....Limited, a company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008} and having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

**WHEREAS,**

(A) _____, Greater Chennai Corporation, having its office at _____ (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 technical and financial proposals ("**Bids**") by its Request for Proposal No. …… dated …… (the "**RFP**") for "**Selection of Concessionaire for Development of Multi Level Parking Facility at Thiruvottiyur in Chennai City on 'DBFOT' basis for a period of 25 years"** (the "**Project**").

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and

(C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

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

**1. Definitions and Interpretations**

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

**2. Consortium**

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

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

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall enter into a Concession Agreement with the Authority and for performing all its obligations in terms of the Concession Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertakes that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the Term.

The Lead Member M/s .....would be :

The Second Member M/s ..... would be :

Notwithstanding the above, the Parties are together responsible for performing all obligations of the Concessionaire in terms of the Concession Agreement for the Project.

**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 RFP and the Concession Agreement.

**6. Share of the Members in the SPV**

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

First Party: …%[16]
Second Party: …%[17]

6.2 The Parties undertake that the Parties specified in Clause 6.1 above shall hold 100% share (including any securities that are convertible into shares) in the SPV with Lead Member holding at-least 51% (fifty one) share or contribution and other member holding at-least 26% (twenty six) share or contribution until the fifth anniversary of the Commercial Operations Date and further both the Members of the Joint Venture shall not hold less than 51% (fifty one percent) share or contribution till the end of the Concession Period with Lead Member holding at-least 26% (twenty six percent) share.

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the 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 laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is

[16] Atleast 51%
[17] Atleast 26%

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

(e) The Members of the Consortium have not been black-listed by the MCA (Ministry of Corporate Affairs) and the directors of the Consortium have not been disqualified in terms of the Companies Act, 2013.

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Termination of the Concession Agreement. However, in case the Consortium is either not declared as a qualified Bidder by the Authority or does not get selected as the Selected Bidder for the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder in terms of the Bidding Documents.

**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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)

For and on behalf of
CO-MEMBER
(Signature)

In the presence of:

1. 2.

*Notes:*

*1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

*3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

*4. However, in the countries, which are member of Hague convention, the document has to be notarized by the public notary and apostille by the designated component authority of the issuing country.*

## APPENDIX – V:
## FORMAT FOR FINANCIAL BID

(*To be submitted in the excel sheet provided on the e-Procurement Portal*)

**Instructions to Bidders for filling in the Financial Proposal:**

1. The Bidders to fill the excel sheet provided on the e-Procurement Portal which shall be tentatively in the following format:

| Bid Parameter | Amount of Financial Bid |
|---|---|
| Annual Concession Fee *(in the base year i.e. 1st Year)* above the reserve price of Rs.50 Lakhs per annum | |

2. The above amount is exclusive of GST which shall be paid separately at the applicable rate.

3. The Bidder who either quotes Rs. 50 Lakhs or an amount lower than the reserve price of Rs.50 Lakhs, the Financial Bid of such Bidder shall be rejected being non-responsive without any further consideration or clarification.

## APPENDIX – VI:
## E-BANK GUARANTEE FOR BID SECURITY

(Refer Clauses 2.20.1)

*(To be executed on Stamp paper of appropriate value)*

B.G. No. Dated:

1. In consideration of you, the Greater Chennai Corporation, having its office at [■], Tamil Nadu (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [*Name of the Bidder*]{a Company registered under the provisions of the Companies Act/ an LLP registered under the Limited Liability Partnership Act, 2008}and having its registered office at _____ (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their administrators, legal heirs, successors and permitted assigns), for **"Selection of Concessionaire for Development of Multi Level Parking Facility at Thiruvottiyur in Chennai City on 'DBFOT' basis for a period of 25 years**" (hereinafter referred to as the "**Project**") pursuant to the RFP dated _____ issued in respect of the Project and other related documents (hereinafter collectively referred to as "**Bidding Documents**"), we [Name of the Bank] having our registered office at _____and one of its branches at (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. 5,00,000/- (Rupees Five Lakhs only)** as bid security (hereinafter referred to as the "**Bid Security**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including *inter alia* the failure of the Bidder to:

   (a) keep its Bid valid and open during the Bid validity period, as set forth in the said Bidding Documents, for any reason whatsoever.

(b) sign the Letter of Award and/or the Concession Agreement, within the specified time limit;

(c) furnish the Performance Security within the period prescribed thereof in the Agreement;

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. 5,00,000/- (Rupees Five Lakhs only)**.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

   We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents. The decision of the Authority, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given

or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs.5,00,000/- (Rupees Five Lakhs Only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date excluding the claim period as per law)].

Signed and Delivered by _____Bank

By the hand of Mr./Ms. _____, its _____and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

## APPENDIX – VII:

## CERTIFICATE REGARDING COMPLIANCE WITH RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS)

Dated:

To

……

……

**Sub: Bid for Selection of Concessionaire Development of Multi Level Parking Facility at Thiruvottiyur in Chennai City on 'DBFOT' basis for a period of 25 years**

Dear Sir,

With reference to your RFP document dated ……., I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

(a) I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

(b) I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority;

(c) I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,

**(Signature of the Authorized Signatory)**
**(Name and designation of the of the Authorized Signatory)**
**Name and seal of Bidder**

Date:
Place:

**Notes**: {Where applicable, evidence of valid registration by the Competent Authority shall

be attached}

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law

## APPENDIX- VIII
## BID CHECKLIST

| S. No | Item | Checked by Bidder | Page No. |
|---|---|---|---|
| **1.** | Letter comprising the Bid (Appendix – I); | | |
| **2.** | General Information of Bidder (Appendix – I – Annex-I) | | |
| **3.** | Technical Capacity of the Bidder (Appendix – I – Annex-II); | | |
| 4. | Financial Capacity of the Bidder (Appendix – I – Annex-III); | | |
| **5.** | Statement of the Legal Capacity (Appendix – I – Annex-IV) | | |
| **6.** | Power of Attorney for signing of Bid in the prescribed format (Appendix – II) duly supported by a charter document or board resolution in favour of executant; | | |
| **7.** | If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – III); | | |
| **8.** | Joint Bidding Agreement (in case of Consortium) (Appendix – IV); | | |
| **9.** | Format for Financial Bid (to be submitted online) (Appendix – V); | | |
| **10.** | Proof of payment of Bid Security online or by way of E-Bank Guarantee in the prescribed format (Appendix – VI); | | |
| **11.** | Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) (Appendix – VII); | | |
| **12.** | If applicable, Certificate from the Statutory Auditor who audits the book of accounts or the Company Secretary of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be. | | |

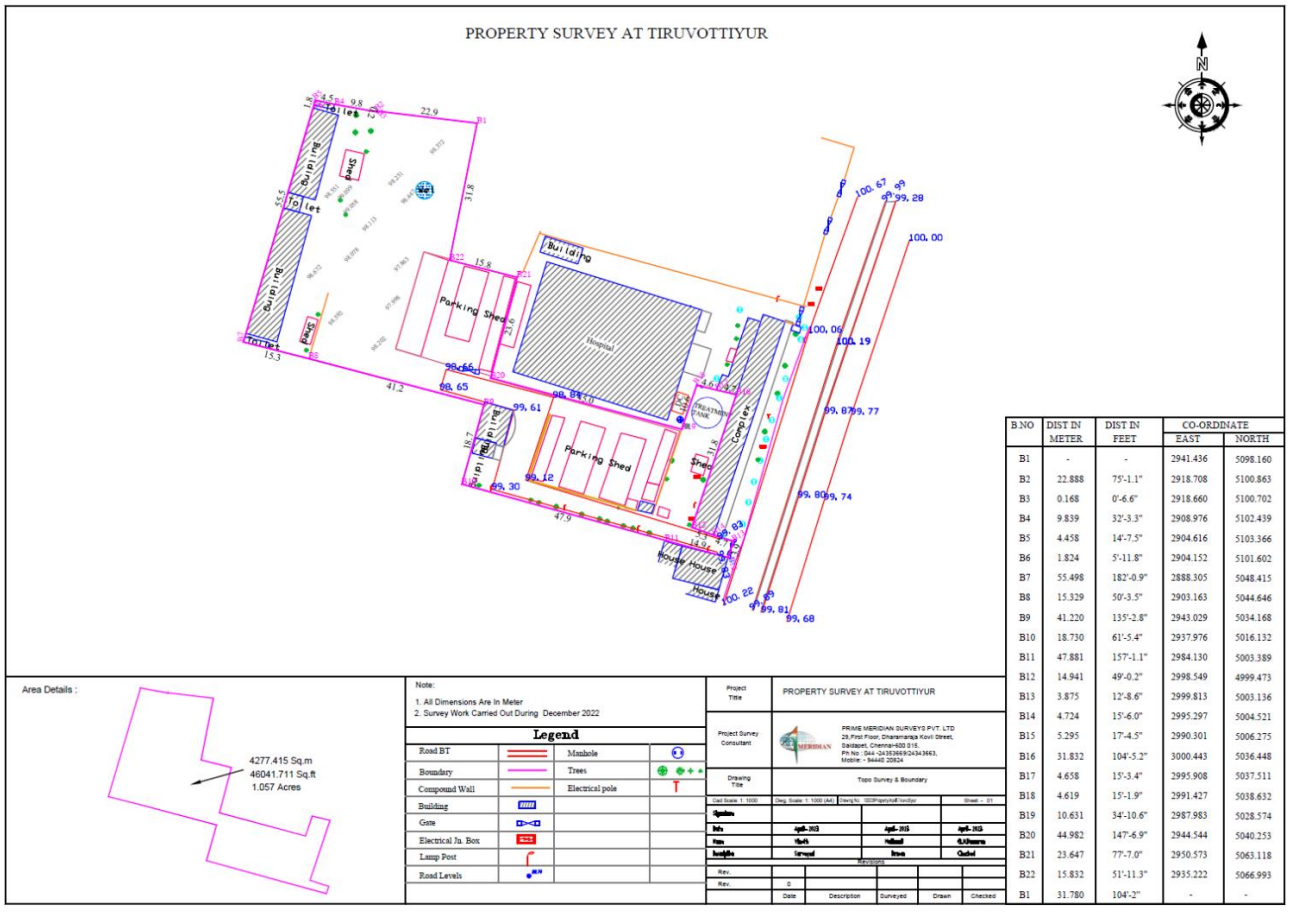
## APPENDIX – IX
## SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH E-PROCUREMENT PORTAL

(as per TN Tenders Website https://tntenders.gov.in/)

1) Bidder should do online enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as EMUDHRACA/ GNFC/ IDRBT/ MTNLTRUSTLINE/ SAFESCRPT/ TCS.
2) Bidder then logs into the portal giving user id / password chosen during enrollment.
3) The e-token that is registered should be used by the Bidder and should not be misused by others.
4) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with Bid Documents during bid submission. This will ensure lesser upload of Bid Documents.
6) After downloading / getting the Bid Schedules, the Bidder should go through them carefully and then submit the documents as per the Bidding Documents, otherwise, the Bid will be rejected.
7) The format for Financial Bid/ Proposal must not be modified/replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the Bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder name and values only.
8) If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the Bidding Documents. Bidder should take into account of the corrigendum/ addendum published before submitting the Bids online.
9) Bidder, in advance, should prepare the Bid to be submitted as indicated in the tender schedule and they should be in PDF/ XLS/ RAR/ DWF formats. If there is more than one document, they can be clubbed together.
10) Bidder should arrange for the Bid Security as specified in the Bidding Documents.
11) The Bidder should read the terms and conditions and accept the same to proceed further to submit the Bids.
12) The Bidders should submit their Bids online well in advance before the prescribed time to avoid any delay or problem during the Bid submission process.
13) There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the memory available at the client system as well as the network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14) It is important to note that the Bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid submission process. Bids which are not ‘Frozen’ are considered as incomplete/ in-valid bids and are not considered for evaluation purposes.

15) The Authority will not be held responsible for any sort of delay, or the difficulties faced during the submission of Bids online by the bidders due to local issues.
16) The Bidders shall submit their Bids through online mode only, through this portal. Offline documents will not be handled through this system.
17) At the time of freezing the Bids, the E-Procurement portal will give a successful bid update message after uploading all the Bid documents submitted and then a Bid summary will be shown with the Bid number, date & time of submission of the Bid with all other relevant details. The documents submitted by the Bidders will be digitally signed using the e-token of the Bidder and then submitted on the portal.
18) After the Bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the Bid. The Bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
19) Successful Bid submission from the system means, the Bids as uploaded by the Bidder is received and stored in the system. System does not certify for its correctness.
20) The Bidder should see that the Bid Documents submitted should be free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is liable to be rejected
21) The time that is displayed from the server clock at the top of the tender portal, will be valid for all actions of requesting Bid submission, Bid opening etc., in the E-Procurement Portal. The time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The Bidders should adhere to this time during Bid submission.
22) All the data being entered by the Bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by anyone until the time of bid opening. Overall, the submitted Bid documents become readable only after the tender opening by the authorized individual.
23) During transmission of Bid documents, the confidentiality of the Bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
24) The Bidders are requested to submit the Bids through online E-Procurement system to the Authority well before the Bid submission end date and time (as per Server System Clock).

# ANNEXURE-A
# DETAILS OF THE SITE




| B.NO | DIST IN METER | DIST IN FEET | CO-ORDINATE | |
|---|---|---|---|---|
| | | | EAST | NORTH |
| B1 | - | - | 2941.436 | 5098.160 |
| B2 | 22.888 | 75'-1.1" | 2918.708 | 5100.863 |
| B3 | 0.168 | 0'-6.6" | 2918.660 | 5100.702 |
| B4 | 9.839 | 32'-3.3" | 2908.976 | 5102.439 |
| B5 | 4.458 | 14'-7.5" | 2904.616 | 5103.366 |
| B6 | 1.824 | 5'-11.8" | 2904.152 | 5101.602 |
| B7 | 55.498 | 182'-0.9" | 2888.305 | 5048.415 |
| B8 | 15.329 | 50'-3.5" | 2903.163 | 5044.646 |
| B9 | 41.220 | 135'-2.8" | 2943.029 | 5034.168 |
| B10 | 18.730 | 61'-5.4" | 2937.976 | 5016.132 |
| B11 | 47.881 | 157'-1.1" | 2984.130 | 5003.389 |
| B12 | 14.941 | 49'-0.2" | 2998.549 | 4999.473 |
| B13 | 3.875 | 12'-8.6" | 2999.813 | 5003.136 |
| B14 | 4.724 | 15'-6.0" | 2995.297 | 5004.521 |
| B15 | 5.295 | 17'-4.5" | 2990.301 | 5006.275 |
| B16 | 31.832 | 104'-5.2" | 3000.443 | 5036.448 |
| B17 | 4.658 | 15'-3.4" | 2995.908 | 5037.511 |
| B18 | 4.619 | 15'-1.9" | 2991.427 | 5038.632 |
| B19 | 10.631 | 34'-10.6" | 2987.983 | 5028.574 |
| B20 | 44.982 | 147'-6.9" | 2944.544 | 5040.253 |
| B21 | 23.647 | 77'-7.0" | 2950.573 | 5063.118 |
| B22 | 15.832 | 51'-11.3" | 2935.222 | 5066.993 |
| B1 | 31.780 | 104'-2" | - | - |

## ANNEXURE-B
## PARKING RATES

**For 2 wheelers -**
1 Hour: INR 15 including GST
2 Hour: INR 30 including GST
3 Hours: INR 45 including GST
4 Hours: INR 60 including GST
5 Hours: INR 75 including GST
6 Hours: INR 90 including GST
7 Hours: INR 105 including GST
8 Hours: INR 120 including GST
9 Hours: INR 135 including GST
10 Hours: INR 150 including GST

(For Every additional hour an incremental fee of INR 15 including GST shall be charged)

Escalation: The parking rates/fee shall escalate at the rate of 15% (fifteen percent) every 3 years.

## ANNEXURE-C
## OPERATING STANDARDS

*i.* *Minimum operational efficiency if the successful bidder intends to develop a fully automated parking facility, then the following performance indicator shall be met.*

Average Waiting Period for Parking / Retrieving: 60 Seconds – 75 Seconds

Maximum Waiting Period for Parking / Retrieving: 120 Seconds

Operational Efficiency (Running Hours): Monthly efficiency of more than 90%

$$\text{Operation Efficiency} = \frac{\text{Total Active Parking Hours (excluding non-operation period)}}{\text{Total No of Parking Lots Installed} * 24 * \text{No. of Days in a Week / Month / Year}}$$

*ii.* *Real time monitoring of entire parking operations and Maintenance of the facility and to provide complete access of the same to Greater Chennai Corporation for audit purposes.*

*iii.* *Digitalization of billing / Payment collection and entire operations.*

*iv.* *For Conventional parking method: the byelaws as mentioned in TNCDBR -2019, as amended from time to time, shall be adhered to.*