



Thane Municipal Corporation, Thane

Request for Proposal (RFP)

For

**Appointment of a Private Operator on PPP
(Design, Develop, Implement, Operate &
Maintenance of Smart Solutions) basis for
On-Street and Off-Street Parking Spaces**

December 2016

RFP Volume 1

Tender Notice No. _____

Name of work:- Appointment of a Private Operator on PPP (Design, Develop, Implement, Operate & Maintenance of Smart Solutions) basis for On-Street and Off-Street Parking Spaces.

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ठाणे महानगरपालिका, ठाणे.
सार्वजनिक बांधकाम विभाग
(निविदा सुचना)

ठाणे महानगरपालिकेमार्फत पार्कींग धोरणाची अंमलबजावणी करणेसाठी पी.पी.पी. तत्वावर प्राईव्हेट ऑपरेटरची नियुक्ती करणेबाबत ऑनलाईन ई-टेंडरींग पध्दतीने निविदा मागविण्यात येत आहेत. सदर कामाची सविस्तर निविदा सूचना व निविदा प्रपत्रे ठाणे महानगरपालिकेच्या अधिकृत संकेत स्थळ National Information Centre System संकेतस्थळ <http://thanecity.gov.in> or <http://mahatenders.gov.in> वर दिनांक ०७/१२/२०१६ पासून दिनांक ३१/१२/२०१६ रोजी सायंकाळी ४.०० वाजेपर्यंत उपलब्ध आहेत. ऑनलाईन निविदा महानगरपालिकेच्या National Information Centre System संकेत स्थळावर <http://thanecity.gov.in> or <http://mahatenders.gov.in> येथे दिनांक ३१/१२/२०१६ रोजी सायंकाळी ४.०० वाजेपर्यंत ऑन लाईन पध्दतीने स्विकारण्यात येतील. सदरची निविदा दिनांक ०३/०१/२०१७ रोजी निविदाकार अथवा त्यांचे अधिकृत प्रतिनिधी यांचे समक्ष उघडण्यात येतील. अधिक माहितीसाठी दूरध्वनी क्र.०२२-२५३४७७१४ या क्रमांकावर संपर्क साधावा.

नगर अभियंता
ठाणे महानगरपालिका, ठाणे.

ठामपा/पीआरओ/जाहिरात/ २०१६-१७
दिनांक:-

THANE MUNICIPAL CORPORATION, THANE
PUBLIC WORKS DEPARTMENT
TENDER NOTICE

Thane Municipal Corporation invites Tenders Appointment of Private Operator for time of parking policy on P.P.P. basic through E-Tendering procedure. Blank tender papers are available on **National Information Centre System** websites of TMC <http://thanecity.gov.in> or <http://mahatenders.gov.in> from date 07/12/2016 to date 31/12/2016 upto 16.00 hrs. On-line applications will be received on the date 31/12/2016 up to 16.00 hrs through e-tendering procedure of TMC. The tender will be opened on the date 03/01/2017 up to 16.30m hrs, If possible, in the presence of tenderer or his authorized representative(s). For additional information contact on phone no 022-25347714.

City Engineer
Thane municipal Corporation, Thane

TMC/PRO/Advt./ 2016-17
Dt. / /2016

**THANE MUNICIPAL CORPORATION, THANE
PUBLIC WORKS DEPARTMENT
TENDER NOTICE CORRIGENDUM**

Thane Municipal Corporation, Thane had invited tenders for "Appointment of Private Operator for implementation of Parking Policy on PPP basis", as per the e-tendering process vide TMC/PRO/PWD-HO/1859/2016-17 date 02.12.2016. Following changes are made in the tender notice Revised Blank tender papers are available on the official website of TMC, www.mahatenders.gov.in from 28.12.2016 to 23.01.2017 upto 16.00 hrs. Online tenders shall be received up to 16.00 hrs on or before 23.01.2017 and will be opened on date 27.01.2017 @ 16.30 hours, if possible, in the presence of the willing contractor or their authorised representative(s).

Sd/-
City Engineer
Thane municipal Corporation, Thane

TMC/PRO/PWD-HO/2159/ 2016-17
Dt.27 /12 / 2016

**ठाणे महानगरपालिका, ठाणे.
सार्वजनिक बांधकाम विभाग
निविदा सूचना शुध्दीपत्रक**

ठाणे महानगरपालिकेमार्फत पार्कींग धोरणाची अंमलबजावणी करणेसाठी पीपीपी तत्वावर प्रायव्हेट ऑपरेटरची नियुक्ती करणे कामी जाहिरात क्र. ठामपा/पीआरओ/साबां.-मु/१८५९/२०१६-१७ दि.०२.१२.२०१६ अन्वये ई-टेंडरिंग पध्दतीने निविदा मागविण्यात आल्या होत्या. सदर निविदा सुचनेत खालीलप्रमाणे बदल करण्यात येत आहे.

सदर कामाची सविस्तर निविदा सूचना व निविदा सुधारीत प्रपत्रे ठाणे महानगरपालिकेच्या अधिकृत संकेतस्थळ <http://mahatenders.gov.in> वर दिनांक २८/१२/२०१६ पासून दिनांक २३/०१/२०१७ रोजी १६.०० वाजेपर्यंत उपलब्ध असतील.. सदर निविदा ई-टेंडरिंग पध्दतीने दिनांक २३/०१/२०१७ रोजी १६.०० वाजेपर्यंत स्विकारण्यात येतील व शक्य झाल्यास दि.२७.०१.२०१७ रोजी दु. १६.३० वा. उपस्थित निविदाकार अथवा त्यांचे अधिकृत प्रतिनिधी यांचे समक्ष उघडण्यात येतील.

सही/-
नगर अभियंता
ठाणे महानगरपालिका, ठाणे.

ठामपा/पीआरओ/जाहिरात/२१५९/२०१६-१७
दिनांक:-२७.१२.२०१६

INSTRUCTIONS TO BIDDER

Tender No.	TMC/PRO/PWD-HQ/2159/2016-17 Dt.27/12/2016	
Organization Name	Thane Municipal Corporation	
Department Name	Public Work Department	
Scope of Work	Appointment of a Private Operator on PPP (Design, Develop, Implement, Operate & Maintenance of Smart Solutions) basis for On-Street and Off-Street Parking Spaces	
Tender Notice	On line tender for the Above work of Thane Municipal Corporation are invited by City Engineer, Thane Municipal Corporation, Thane	
Tender Type	Open	
Bidder Nationality	NAB	
Type of Contract	Open	
Bidding Currency	INR	
Joint Venture	Allowed	
Schedule of E-Tender	Pre-Bid Meeting	05/01/2017 at 11.00 Hrs..
	Document downloading end date and time	23/01/2017 upto 16.00 Hrs..
	Last date & time of online Bid submission	23/01/2017 upto 16.00 Hrs..
	Last date and time of Online submission of EMD and Supporting documents	23/01/2017 upto 16.00 Hrs..
	Opening of Bid (Online) if possible	27/01/2017 at 16.30 Hrs.. If possible.
	Bid validity period	180 Days from the date of submission
Payment Details	Document Fee	Rs. 53,000/- (Including VAT)
	EMD	Rs. 50,00,000/-
	Estimated Value	--
Eligibility Criteria	As Per Tender Documents	
General Terms & Conditions	As Per Tender Documents	
Other Details	As Per Tender Documents	
Information for online participation	<ol style="list-style-type: none"> Internet site address for e-tendering activities will http://mahatenders.gov.in. Bidder/s who wish to participate in online tender must register on the website http://www.mahatenders.gov.in/nic/app. Bidder/s whose registration is valid, may please ignore this step. At the time of enrollment, information required for enrolment should be filled. After enrollment the Bidder will get his user name and password to his email id. Bidder/s who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidder/s who already have a valid Digital Certificate need not procure the same. A digital signature is required for purchasing and submission of tender. In case Bidder/s need any clarification regarding online participation, they can contact on help line no. 1800 3070 2232 Bidder/s who wish to participate need to fill data in predefined forms only. Bidder should upload scan copies of reference documents in support of their eligibility of the bid. Bidders can also submit EMD & Reference Documents in hard copy if such instructions are given by tendering authority 	

General Guidelines for online submission.

- ▶ E-tendering process will be conducted through <http://mahatenders.gov.in> the e-tendering portal of Government of Maharashtra in association with Department of Information Technology, Govt. of Maharashtra, NIC & State Bank of India for e-payment. To participate in e-tendering, the intending bidders shall register themselves in the website of <http://mahatenders.gov.in> Detail information for registration and submission of offers through e-tendering process is available in Bidders Manual kit in the website <http://mahatenders.gov.in> There is no charge for registration for bidders.
- ▶ Tender form and relevant documents are not be sold / issued manually form offices.
- ▶ The date and time for online submission of envelopes shall be strictly followed in all cases. The bidder should ensure that their tender is submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Tender(s) not submitted online will not be entertained.
- ▶ If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.
- ▶ Tender shall be submitted in two Envelopes i.e. Technical Bid in Envelope-1 & Price Bid in Envelope-2 through e-Tendering procedure only on <http://mahatenders.gov.in> portal.
- ▶ Tenders submitted without two Bid systems and by without e-Tendering (<http://mahatenders.gov.in>) procedure shall be rejected.
- ▶ The Two Bids offer must be submitted along with document(s) as per the guidelines given in tender document by e-Tendering procedure only.
- ▶ For technical bid, bidders have to make sure that there should not be any space or special character in the file name. All the technical documents should be in .pdf Or .rar format e.g. "Registration certificate.pdf" "Registration certificate.rar" is wrong file name. The correct file name would be "registration_certificate.pdf" "registration_certificate.rar".
- ▶ The documents uploaded in the technical bid will be scrutinized by the evaluation Authority as per the document asked in the tender notice and tender document. The decision of the tender Evaluation Authority shall be final in this regard.
- ▶ Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF (for technical bid) and excel file formats (Microsoft Excel 2003 and above file) for BoQ or Price Bid. In case of technical bid, if there are more than one document, they can be clubbed together. i. e. for each cover of online envelope only single file need to be uploaded. For e.g. to upload document having multiple pages, bidder has to scan them as single document.
- ▶ For BOQ, Do not modify the BOQ predefined name or sheet name of BOQ.
- ▶ Only Green cells of BOQ are for data entry.
- ▶ Do not use cut, copy or paste while data entry into the BOQ sheet.

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- ▶ Any violation on the BOQ shall be subjected to rejection of the bid.
- ▶ Before uploading BOQ, kindly confirm that enter detail in BOQ has been saved correctly.
- ▶ EMD Payment will be accepted by the E-tendering process only once while Bidding.
- ▶ 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/Invalid bids and shall not be considered for evaluation purposes.

For any queries relating to this eProcurement Portal, please call 24 x 7 Toll Free No. **18003070-2232**.

DISCLAIMER

The information contained in this Request for Proposal document comprising of Volume 1 and Volume 2 (the “**RFP**” or “**Request for Proposal**”) 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 their 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 the Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the Bidding Documents including this RFP (the “**Bid**”). 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 the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this 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 depends 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 by participating in this 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 a Bidder or to appoint the Successful Bidder or Private Operator, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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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

Associate	Explanation to Clause 2.1.13
Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.3.1
Bidding Company	As defined in Clause 1.3.1
Bidding Documents	As defined in Clause 1.3.6
Bid Due Date	As defined in Clause 1.3.6
Bidding Process	As defined in Clause 1.4.1
Bid Security	As defined in Clause 2.1.5
Agreement	As defined in Clause 1.3.3
Conflict of Interest	As defined in Clause 2.1.12
Consortium	As defined in Clause 1.3.1
Control	Explanation to Clause 2.1.13
Experience Score	As defined in Clause 3.4.4
Fee	As defined in Clause 1.4.5
Financial Capacity	As defined in Clause 3.4.2.2
Financial Proposal	As defined in Clause 1.4.5
Financial Year	As defined in Clause 3.4.2.8
Government	Government of India
The Authority	As defined in Clause 1.1.1
Letter of Award (LoA)	As defined in Clause 3.6.1
Member	Member of a Consortium
Net worth	As defined in Clause 3.4.2.3
Project	As defined in Clause 1.2.3
Qualification	As defined in Clause 1.4.4
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Scope of Work	As defined in Clause 1.2.8
Successful Bidder	As defined in Clause 3.3.1
Scheduled Bank	As defined in Clause 2.18.1

Subject Person	As defined in Clause 2.1.13
Technical Capacity	As defined in Clause 3.4.3.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

Any liquidated damages or other compensation stated or required to be payable by the Bidder to the Authority under or pursuant to the Bidding Documents, whether on per diem basis or otherwise, shall be deemed to be a mutually agreed genuine pre-estimate of loss and damage likely to be suffered and incurred by the Authority who shall be entitled to receive the same as a result of a breach or failure of the Bidder and shall not be by way of penalty.

1. INTRODUCTION

Background

The northeastern suburb of Mumbai, Thane city is administered by the Thane Municipal Corporation (the “**Authority/ TMC**”) which provides municipal services to 18.41 lakh citizens (2011 census population) within its jurisdiction of 128.23 sq.km.

The provision of infrastructure services such as water supply, drainage, sewerage, solid waste management and sanitation, roads, traffic, transportation & parking, street lighting, fire fighting, education and primary health etc. in the city of Thane is the responsibility of the Authority. The Authority has also prepared a plan under Smart City Mission Programme of Government of India to provide services to citizens in a seamless manner. TMC has taken up various measures towards effective service delivery for its citizens and envisages engaging with them to get feedback and suggestion to continuously improve overall performance and make Thane as a city of choice for people to live in. TMC has also been continuously working towards making the lives of citizens simpler by employing ICT to deliver various Citizen Services in a transparent and efficient manner.

Description of the project

The population in Thane Municipal Corporation area has grown at an approximate decadal growth rate of 46% during (2001-11). With the growth in population, the city has also witnessed high growth in vehicular population. The vehicular population in the city is broadly estimated to be about 5,32,897 comprising of 1,78,906 two wheelers; 41,689 three wheelers; 232,347 four wheelers and 79,955 heavy moving vehicles. Given the increase in vehicular growth the demand for parking space has increased and also requires better and regulated parking management mechanisms.

Conventional parking is usually affected by parking search time, congestion on roads, parking violations, accidents etc. To address all such issues, TMC is planning to introduce smart ICT features in parking management. The key objectives of introducing smart parking systems is to:

- Develop a user friendly system that can be implemented in parking lots to ease parking hassles;
- Parking guidance for users assisted by clear and simple directions;
- Availability of parking slot on real-time through web portal / parking App and optimization of parking lot occupancy;
- Real-time update of entry & exit of vehicle, parking violations;
- Improved revenues through enhanced efficiency and transparency;
- Improved user satisfaction by saving time, effort & cost;
- Availability of real-time data for analysis and business intelligence for understanding consumer behavior, parking demand and supply.

TMC has prepared a parking policy, which identifies various on-street and off-street parking locations across various locations within its jurisdiction. The on-street parking is about 9,855 numbers distributed across four road categories and off-street of 675 numbers distributed across three locations. Table below provides details of available parking space vehicle type wise.

S.	Road	No. of	No. of Parking Spaces Category Wise
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No.	Category	Roads	2 Wheeler	3 Wheeler	4 Wheeler	Heavy Vehicles	Total
1	A	29	1,338	280	808	113	2,539
2	B	50	1,680	497	883	70	3,130
3	C	30	243	903	160	104	1,410
4	D	57	1,310	562	852	52	2,776
Total		166	4,571	2,242	2,703	339	9,855

In addition, off-street parking locations are at three locations aggregating to 675 parking lots. The details of the same are provided in the table below:

S. No.	Location	No. of Parking Spaces Category Wise			
		2 Wheeler	3 Wheeler	4 Wheeler	Total
1	Dr. Kashinath Ghanekar Auditorium*	175		220	395
2	Pokhran Road. No.2 (Ashar)	50	150	50	250
3	Kacharali Talao (Stack Parking)			30	30
Total		225	150	300	675

1.1.5.

(* Parking lots shown is for the exclusive use of auditorium activities, no private parking shall be allowed.)

The Authority intends to appoint a Private Operator who would design, finance, develop, implement, operate & maintain smart systems for on-street and off-street parking spaces for a period¹ of 15 (fifteen) years and 6 (six) months in accordance with the terms and conditions defined in RFP Volume 2 (the “**Project**”). The Private Operator shall handover the entire Project with all assets and improvements made at the end of the Contract Period or any early termination.

To implement the Project, the Authority would provide contribution to the capital expenditure of the Project which Bidder shall quote as part of the Financial Proposal. The Bidder shall also provide along with the Technical Proposal the capital and operation & maintenance cost required for the Project. The Authority shall provide its capital contribution to the Project in the following manner as provided in the table below:

S. No.	Project Milestone	% Capex Contribution by TMC
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¹ 6 (six) months of implementation period and 15 (fifteen) years of operation and maintenance period

S. No.	Project Milestone	% Capex Contribution by TMC
1	On installation of all the equipments/ hardware for off-street parking locations	10%
2	On installation of all the equipments/ hardware for on-street parking locations	25%
3	On implementation of software module, app and command & control central	25%
4	On issuance of Readiness Certificate by the Project Officer	20%
5	One year after completion of the milestone 4 above	20%

1.1.7.

In lieu of the services provided, the Bidder shall have access to the parking fee which shall be levied as per the parking tariff decided by TMC. The Bidder shall share parking revenue on the gross revenue (Gross revenue is the total revenue generated through all the activities covered under this tender without deduction of any taxes and duties applicable) with TMC as per the details provided in the table below.

S. No.	Parking Fee Collection Per Month (in rupees)	Share of TMC	Share of Bidder
1	Upto Rs 1.5 cr	25% of upto Rs 1.5 cr	75% of upto Rs 1.5 cr
2	Above 1.5 cr to Rs 2 cr	25% of upto Rs 1.5 cr + 50% of amount above Rs 1.50 cr to Rs 2 cr	75% of upto Rs 1.5 cr + 50% of amount above Rs 1.5 cr to Rs 2 cr
3	Above Rs 2 cr	25% of upto Rs 1.5 cr + 50% of amount above Rs 1.50 cr to Rs 2 cr + 60% of amount above Rs 2 cr	75% of upto Rs 1.5 cr + 50% of amount above Rs 1.5 cr to Rs 2 cr + 40% of amount above Rs 2 cr

The Bidder shall guarantee a minimum parking revenue to TMC of Rs. 15,00,000/- (rupees fifteen lakhs) per month or above percentage whichever is higher irrespective of Bidder being able to collect such amounts through parking fee from users. The minimum guaranteed parking revenue shall be increased as per the increase in tariff rate proportionately.

The Authority is desirous of implementing the Project and has decided to carry out the Bidding Process for selection of the Private Operator to whom the Project may be awarded.

The Honorable General Body of the Authority has approved the Project vide its Resolution No. 268 dated 20/10/2016.

Context of the Bidding Process

The Authority intends to qualify and select suitable Bidders (the "**Bidder**", which expression shall, unless repugnant to the context, include the Members of the Consortium) through an open competitive bidding process through the e-tendering system in accordance with the procedure set out in the Bidding Documents.

Bidder shall be an entity registered under the Indian Companies Act 1956 or 2013 the relevant laws in the respective country of their incorporation. Bidding Company means a single entity which has been issued the RFP and which submits the Bid as a single entity pursuant to the Bidding Documents. Consortium means a consortium of entities with the Lead Member being an entity, which has been issued the RFP and which submits the Bid as a consortium pursuant to the Bidding Documents.

The Successful Bidder, ("**Private Operator**"), shall be responsible for the Project and shall enter into an agreement with the Authority, substantially in the form enclosed as RFP Volume 2 of this RFP (the "**Agreement**").

The Agreement sets forth the detailed terms and conditions for grant of the Project for appointment of a Private Operator for the Project.

The statements and explanations contained in this RFP are intended to provide a proper 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 services and obligations of the Private Operator set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

The Authority shall receive the bid through its e-tendering system and evaluate Bids in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended, reissued and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.5 for submission of Bids (the "**Bid Due Date**").

Details of the Bidding Process

The Authority has adopted a single stage process (referred to as the "**Bidding Process**") for selecting Bidders for the award of the Project. The Bidding Process shall comprise of two steps, the first relating to Technical qualification of the Bidder and the second relating to the Financial Proposal of the Bidder. The Bidder shall pay to the Authority a sum of **Rs 53,000 (Rupees Fifty Three Thousand only)** as the cost of the RFP document (Including VAT) as per e-tendering procedure.

As part of the Bidding Process, the Bidders are being called upon to submit their Bids in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

The Bidding Documents include this RFP and the draft Agreement, which are enclosed. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this RFP document, will be deemed to form part of the Bidding Documents.

Under (the “**Qualification**”), the Bidders would be required to furnish all the information specified in this RFP. Only those Bidders that are qualified in conformance with clause 3.4 and short-listed by the Authority shall have their Financial Proposals opened.

Under (the “**Financial Proposal**”), the Bids will be evaluated as per the process detailed in Clause 3.5 of this RFP document. The Bidder in the Financial Proposal shall quote the capex contribution (“**Capex Contribution**” is the amount in Indian Rupees the Bidder requires from TMC for implementing the Project).

A ranked list shall be prepared based on the results of evaluation. The top 3 (three) ranked Bidders shall be retained till the signing of the Agreement with the Successful Bidder. The Bidder achieving the highest combined technical and financial score shall be called “**Successful Bidder**”.

Subsequent to the identification of the Successful Bidder, the Letter of Award (LoA) would be issued to the Successful Bidder by the Authority. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and for the execution of the Agreement. The Authority will promptly notify other Bidders that their Financial Proposals have been unsuccessful and their Bid Security shall be returned within 30 (thirty) days, without interest, of the signing of the Agreement with the Successful Bidder. The Successful Bidder shall have to enter into the Agreement within 15 (fifteen) days from the date of issue of the LoA. The Successful Bidder on the date of signing of the Agreement shall:

1. Furnish Performance Security by way of irrevocable Bank Guarantee issued by a Nationalised/ Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. One thousand crore). In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any Nationalised/ Scheduled Bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Performance Security shall be in favour of “**Thane Municipal Corporation**”, as required under the Agreement;

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, the Authority reserves the right to:

1. Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; OR
2. Call for fresh Bids from the remaining Bidders; OR
3. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer below. The Bidders are required to submit their queries on this RFP (i.e. all parts of the RFP) as per Clause 1.5. The envelopes/communications shall clearly bear the following identification/ title:

[Appointment of private operator for implementation of parking policy on PPP basis]

RFP Volume 1

"Queries/Request for Additional Information: Bid for _____".

Address: _____

1.5. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

S. No.	Events	Timelines
1	Sale of RFP	From 28/12/2016 till Bid Due Date
2	Last date of receiving queries	04/01/2017
3	Pre-Bid Conference	05/01/2017, at Office of City Engineer, 3rd floor, Thane Municipal Corporation, Thane 400601, at 11:00 hours.
4	Response to queries latest by	As soon as possible
5	Date of submission of the Bid i.e. Bid Due Date	23/01/2017
6	Opening of Bids(Technical Qualification)	27/01/2017, at 16:30 hours
7	Opening of Bids (Financials)	Will be intimated after the evaluation of Technical Proposal
8	Issue of Letter of Award (LoA)	————
9	Signing of Agreement	Within 15 (fifteen) days of the issue of LoA

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.0. General terms of Bidding

- 2.0.1. No Bidder shall submit more than one Bid for the Project. A Bidder applying 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.
- 2.0.2. The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- 2.0.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft Agreement.
- 2.0.4. The Bid should be furnished in the formats as specified in the RFP and signed by the Bidder's authorized signatory. The Successful Bidder may be subsequently invited for award of the Project. The Bidders should note that the formats specified in the RFP have been provided for the convenience of the Bidders and may not exhaustively enumerate or describe various information required to be provided by the Bidders under the Bidding Documents. The Bidders should ensure that all the information required to be provided by it in terms of the Bidding Documents is included in its Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.
- 2.0.5. The Bidder shall deposit a Bid Security of **Rs 50,00,000/- (Rupees fifty lakhs only)** as per tendering procedure of TMC ("**Bid Security**"). The Bidder can also submit the Bid Security in the form of a Bank Guarantee, issued by a Nationalised/ Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. One thousand crore). In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any Nationalised/Scheduled Bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Bid Security shall be in favour of "**Thane Municipal Corporation**". The bidder shall also deposit the bid security in the form of demand draft/ RTGS/ NEFT/ TDR drawn in favour of Thane Municipal Corporation.
- 2.0.6. The Bidder in case of Bidding Company should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder.
- 2.0.7. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the lead Member in the format at Appendix-IV.

- 2.0.8. The Bidder in case of a Consortium shall submit a Joint Bidding Agreement substantially in the form at Appendix-V respectively along with the Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
- a. Private Operator clearly outline the proposed roles and responsibilities, if any, of each Member;
 - b. include a statement to the effect that all Members of the Consortium shall, be liable jointly and severally for all obligations of the Supplier in relation to the Project until the financial close of the Project is achieved in accordance with the Agreement;
 - c. Authorize the Lead Member to enter into the Agreement in event the Consortium is selected as the Successful Bidder.
- 2.0.9. Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents shall render the Bid liable to rejection as a non-responsive Bid.
- 2.0.10. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid 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 appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.0.11. The Bidding Documents including this RFP and all attached or other 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 with the Bidding Documents. 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 2.1.11 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.
- 2.0.12. 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. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated 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. Without limiting the generality of the above, determining the Conflict of Interest shall be the prerogative of the Authority.
- 2.0.13. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- a. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply

in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (Twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is 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 section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.13, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (i) 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
 - (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary;
- b. a constituent of such Bidder is also a constituent of another Bidder;
 - c. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof;
 - d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder;
 - e. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other; or
 - f. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.13, shall include each Member. For purposes of this RFP, **Associate** means, in relation to the Bidder/Member, a person who controls, is controlled by, or is under the common control with such Bidder/Member. As used in this definition, the expression “**control**” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, or the power to appoint majority of the directors on the board of directors of such company or corporation and/or the power to direct the management and policies of such person by operation of law, agreement or otherwise 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, agreement or otherwise.

2.0.14. This RFP is not transferable and can only be used by the person to whom it has been issued.

2.0.15. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2. Cost of Bidding

2.2.1. 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.

2.3. Site visit and verification of information

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

2.3.2. 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. 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 2.3.1 above;
- d. satisfied itself about all matters, things and information including matters referred to in Clause 2.3.1 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 2.3.1 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 Agreement by the Private Operator;
- f. acknowledged that it does not have a Conflict of Interest; and
- g. agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.4. Verification and Disqualification

- 2.4.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents 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.
- 2.4.2. Without prejudice to Clause 2.18.7, the Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- a. at any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified/ rejected, then the Authority reserves the right to invite a Bidder amongst the qualified Bidders in the ascending order of their rank in accordance with Clause 3.5.

- 2.4.3. In case it is found during the evaluation or at any time before signing of the Agreement or after their execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Private Operator either by issue of the LoA or entering into of the Agreement, and if the Successful Bidder has already been issued the LoA or has entered into the 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 Successful Bidder or the Private Operator, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Private Operator. 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 liquidated 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.
- 2.6A The Bidder acknowledges and agrees that provisions of this RFP which by their nature or subject matter are intended to survive the completion of the Bidding or to apply throughout the Contract Period shall continue to survive and bind the Bidders throughout the Contract Period.

B. DOCUMENTS

2.5. Contents of the RFP

2.5.1. This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.7 and any clarifications and interpretations issued in accordance with Clause 2.6.

Invitation for Bids

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud & Corrupt Practices

Section 5. Pre Bid Conference

Section 6. Miscellaneous

Appendices

I. Letter for Bid

II. Bank Guarantee for Bid Security

III. Power of Attorney for signing of Bid

IV. Power of Attorney for Lead Member of Consortium

V. Joint Bidding Agreement for Consortium

VI. Anti Collusion Certificate

VII. Technical Capacity & Experience

VIII. Format of Financial Proposal

2.5.2. The draft Agreement provided by the Authority along with this RFP as Volume 2 shall be deemed to be part of this RFP.

2.6. Clarifications

2.6.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.4.8. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.5.

2.6.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. The responses will be sent by fax or e-mail. 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 including within any specified time limit. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.6.3. 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 the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.7. Amendment of RFP

- 2.7.1. 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 to the RFP.
- 2.7.2. Any addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 2.7.3. In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.8. Format and Signing of Bid

- 2.8.1. The Bidder shall in its Bid provide all the information sought under the Bidding Document. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.8.2. The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. 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 be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

2.9. Submission of Bid through e-tendering system

- 2.9.1. The Bidder shall submit the Bid only through the e-tendering system.

The Bid shall have to be prepared and submitted as per Clauses 2.8, 2.9, 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17 and 2.18 of this RFP. The Bid shall comprise Qualification and Financial Proposal

Qualification: The Bidder shall submit the following through e-tendering system for qualifying for the Project.

- a. Payment of Rs. 53,000/- (Rupees Fifty Three Thousand only) through e-tendering system towards purchase of RFP document (including VAT);
- b. Payment of Rs. 50,00,000/- (Rupees Fifty Lakhs only) as Bid Security through e-tendering system.
- c. Bid in the prescribed format (Appendix I and Appendix VII) along with Annexes and supporting documents;
- d. Power of Attorney for signing of Bid in the format at Appendix-III;

- e. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV;
- f. If applicable, the Joint Bidding Agreement between the Members of Consortiums in the format at Appendix-V;
- g. Anti Collusion Certificate in the format at Appendix VI;
- h. Certified true copy of the incorporation certificate of the Bidding Company. In the case of a Consortium, certified true copy of the incorporation certificate of each of the Members of the Consortium; and
- i. A copy of the RFP document and Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (e) or (f) hereinabove, as applicable.

Financial Proposal

- a. The Bidder shall submit the Financial Proposal only through the e-tendering system. Indicative format of the Financial Proposal to be submitted through the e-tendering system is represented in Appendix VIII.

2.10. Bid Due Date

- 2.10.1. Bids should be submitted **on or before the Bid Due Date** in the manner and form as detailed in the Bidding Documents.
- 2.10.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an addendum in accordance with Clause 2.7 uniformly for all Bidders.

2.11. Late Bids

- 2.11.1. Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.12. Contents of the Bid

- 2.12.1. Without prejudice to the other provisions of the Bidding Documents, the Bid shall be furnished in the format at Appendix-VIII, and shall consist of a Fee quoted by the Bidder. The Bidder shall specify the Fee required by him to undertake the Project in accordance with this RFP and the provisions of the Agreement.
- 2.12.2. Generally, the Project will be awarded as per the procedure given in Clause 3.5.4.
- 2.12.3. The opening of Bids and acceptance thereof shall be substantially in accordance with the Bidding Documents.
- 2.12.4. The draft Agreement enclosed with this RFP shall be deemed to be part of the Bid.

2.13. Modifications/Substitution/Withdrawal of Bids

- 2.13.1. The Bidder may modify/ substitute/ withdraw its Bid before the final submission through the e-tendering system. No Bid shall be modified, substituted or withdrawn by the Bidder after the submission of the Bid.
- 2.13.2. Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought by the Authority, shall be disregarded.

2.14. Rejection of Bids

- 2.14.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.14.2. The Authority reserves the right not to proceed with the Bidding Process or to modify the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reason.

2.15. Validity of Bids

- 2.15.1. 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, provided that the Successful Bidder shall extend the validity of the Bid until the execution of the Agreement.

2.16. Confidentiality

- 2.16.1. 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.

2.17. Correspondence with the Bidder

- 2.17.1. 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.

D. BID SECURITY

2.18. Bid Security

- 2.18.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 2.1.5 hereinabove through the e-tendering system.
- 2.18.2. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

- 2.18.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.18.4. The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, within 30 (thirty) days after execution of the Agreement by the Successful Bidder or when the Bidding Process is cancelled by the Authority. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.18.5. The Successful Bidder's Bid Security will be returned, without any interest, upon the Private Operator signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Successful Bidder shall extend the validity period of its Bid Security so as for it to be available until the execution of the Agreement.
- 2.18.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as liquidated damages inter alia in any of the events specified in Clause 2.18.7 herein below and pursuant to other provisions of this RFP providing for a forfeiture of Bid Security. 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 period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.18.7. The Bid Security shall be forfeited as liquidated damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under 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 modifies or substitutes (without the prior written approval of the Authority) or withdraws its Bid during the period of Bid validity as specified in this RFP and as extended in accordance with the terms of the Bidding Documents; or
 - c. In the case of Successful Bidder, if within the specified time limit –
 - i. it fails to sign and return the duplicate copy of LoA;
 - ii. it fails or refuses to sign the Agreement;
 - iii. it fails to provide the Performance Security in accordance with the Bidding Document;
 - iv. it fails or refuses to extend the validity of the Bid or the Bid Security as required by the Bidding Documents; or
 - v. the Successful Bidder fails or refuses to provide any documents required to be provided by it after its selection.

3. EVALUATION OF BIDS

3.0. Opening and Evaluation of Bids

- 3.0.1. The Authority will examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.0.2. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid and such Bidder shall provide its response within the time period specified by the Authority in this regard.

3.1. Tests of responsiveness

- 3.1.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
- a. Payment of Rs. 53,000/- (Rupees Fifty Three Thousand only) through e-tendering system towards purchase of RFP document (Including VAT);
 - b. Payment of Rs. 50,00,000/- (Rupees Fifty lakhs only) as Bid Security through e-tendering system;
 - c. it is received as per the format at Appendix-I and Appendix-VII;
 - d. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.10.2;
 - e. it is submitted as stipulated in Clauses 2.8 and 2.9;
 - f. it is accompanied by the Bid Security as specified in Clause 2.1.5;
 - g. it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.6 and 2.1.7, as the case may be;
 - h. it contains certificates from its statutory auditors in the formats specified at Appendix I and Appendix VII of the RFP;
 - i. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (and if formats have been specified, then in those formats);
 - j. it does not contain any condition or qualification; and
 - k. it is not non-responsive or inconsistent in terms of the Bidding Documents.
- 3.1.2. The Authority reserves the right to reject any 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. Selection of Bidder

3.3.1. Subject to the provisions of Clause 2.14.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and Clause 1.4.6, shall be declared as the Successful Bidder. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.3.2. The evaluation of Bids shall be undertaken in the following sequence:

1. Evaluation of Qualification;
2. Evaluation of Financial Proposal

3.4. Evaluation of Qualification

3.4.1. For the purpose of Qualification, the Bidder shall have to demonstrate the minimum Financial Capacity as stipulated under Clause 3.4.2.2 and minimum Technical Capacity as stipulated under Clause 3.4.3.2 of this RFP document. To meet the minimum qualification requirements, the Bidders are allowed to submit their Bids in a Consortium. The maximum number of members in a Consortium shall not exceed 2 (two) including the Lead Member, and each member of the Consortium shall either demonstrate financial or technical capacity on its own given in the clause 3.4.2.2 and 3.4.3.2 respectively.

3.4.2. Evaluation of Financial Capacity

3.4.2.1. The Turnover of the Bidder shall be assessed under this category.

3.4.2.2. Under this category, the Bidder shall have to demonstrate the following minimum Net worth (the “**Financial Capacity**”):

Minimum Net worth of **Rs. 12,00,00,000/- (Rupees twelve crores only)** at the close of Financial Year preceding the Bid Due Date.

3.4.2.3. In computing the Financial Capacity of the Bidder/ Consortium Member under Clause 3.4.2.2 the Turnover of Associates would also be eligible hereunder

3.4.2.4. 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 more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

3.4.2.5. If the Bidder does not meet the minimum Financial Capacity as specified in Clause 3.4.2.2, then the Bidder shall be disqualified from the Bidding Process and the Bid Security of the Bidder shall be returned as per Clause 2.18.4.

3.4.2.6. In case the annual accounts for the latest Financial Year are not audited and therefore the Bidder could not 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.

The Bid must be accompanied by the audited annual reports of the Bidder (or Members who are to be evaluated in case of a Consortium) for the preceding Financial Year, preceding the year in which the Bid is made. The Bidder shall provide a certificate from its statutory auditor specifying the Net worth of the Bidder over the past 3 (three) Financial Year. However, in the case of publicly listed companies, Audited Financial Statements for the respective years will suffice and a certificate from its statutory auditor is not required.

3.4.2.7. The Bidder must establish a minimum Net worth as specified in Clause 3.4.2.2, and provide details as per format at Annex-II of Appendix-I.

3.4.2.8. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (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 the 3 (three) Financial Years, preceding its latest Financial Year. For the avoidance of doubt, the Financial Year shall, for the purposes of a Bid hereunder, mean accounting year followed by the Bidder in the course of its normal business.

3.4.3. Evaluation of Technical Capacity

3.4.3.1. In addition to the Financial Capacity, the Technical Capacity of the Bidder shall be assessed under this category.

3.4.3.2. For qualifying under this category, the Bidder shall have, (“**Technical Capacity**”):

S. No.	Criteria	Marks break-up	Max marks
I	Relevant Past Experience		80
1	Sole Bidder/ Lead Member in case of consortium shall have experience in implementing automated parking solutions and managing parking lots not less than 1500 car parks capacity.	3 projects = 30 marks 2 projects = 20 marks 1 project = 10 marks	30
2	Sole Bidder/ Lead Member in case of consortium shall have experience in implementing automated parking solutions and managing parking lots not less than 500 car parks capacity.	3 projects = 20 marks 2 projects = 10 marks 1 project = 5 marks	20
3	The Sole Bidder/ Lead Member in case of consortium shall have experience of managing/operating parking lots during the past 3 years from the Bid Due Date	3 projects = 15 marks 2 projects = 10 marks 1 project = 5 marks	15
4	Implementation and execution of parking central command centre with full functionalities	1 project – 15 marks	15
II	Solution Presentation		10

S. No.	Criteria	Marks break-up	Max marks
1	<p>Bidder shall submit a presentation on the following aspects</p> <ul style="list-style-type: none"> <input type="checkbox"/> project plan, <input type="checkbox"/> project schedule & interface, <input type="checkbox"/> technical and quality aspects compliance, <input type="checkbox"/> make and specifications of the material to be used in the project <input type="checkbox"/> functional & technical requirements <p>The presentation should provide a representative solution to integrate various aspects of the project as per the scope</p> <p>The Bidder shall also submit a financial model for implementing and operation and maintenance of the project. The financial model shall at the minimum provide the following details</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assumptions <input type="checkbox"/> Capex schedule <input type="checkbox"/> Cash flow (inflow and outflow) statements <input type="checkbox"/> Debt servicing <input type="checkbox"/> Project and equity IRR <input type="checkbox"/> Balance sheet <input type="checkbox"/> Financial ratios 		10
III	CVs of the Key Personal		10
1	Project Manager		4
2	Operations Expert		3
3	Technical Manager		3
	Total		100

3.4.3.3.

The Bidder shall score a minimum of 70 (seventy) marks to be eligible for opening of Financial Proposal.

The Bidder should furnish the required specific information and evidence in support of its claim of Technical Capacity, as per format at Appendix-VII. The evidence to be submitted for Technical Capacity shall include either a certificate from the Government Instrumentality or appropriate statutory authority or in the licensing authority in the format as specified in Appendix VII.

3.4.3.3. If the Bidder does not meet the minimum Technical Capacity as specified in Clause 3.4.3.2, then the Bidder shall be disqualified from the Bidding Process and the Bid Security of the Bidder shall be returned as per Clause 2.18.4.

3.4.4. Experience

- 3.4.4.1.** Any entity which has been barred by the Central/any State Government/any Government Instrumentality, or any entity owned or controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as a member of a Consortium.
- 3.4.4.2.** A Bidder including any Member should, in the last 5 (five) Financial 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, as the case may be, nor has been expelled from any project or contract by any public entity or Government Instrumentality nor have had any contract terminated by any public entity or Government Instrumentality for breach by such Bidder or Member.
- 3.4.4.3.** In addition to the documents submitted by the Bidders under Clause 3.4.4.4, the Bidders shall submit the certificate(s) from its statutory auditors or the concerned client(s) of the projects specified above. In case a particular job/contract has been jointly executed by the Bidder (as a part of a consortium), he should further support his claim for the share in the work done for that particular job/contract by producing a certificate from its statutory auditor or the client.
- 3.4.4.4. The Bidders must provide the necessary information relating to experience as per format Appendix-VII. The credentials of eligible Bidders shall be measured in terms of their scores in experience.
- 3.4.4.5.** The Authority, however, at all times retains the right to reject a Bid in cases where the Authority (in its sole opinion), considers the Bid materially inconsistent, deficient, technically unsound or unacceptable in any other respect.
- 3.4.4.6. The Bidders meeting the Technical Capacity as specified in Clause 3.4.3.2 shall be qualified for evaluation of their Financial Proposals.
- 3.4.4.7. If the Bidder does not meet the minimum Technical Capacity as specified in Clause 3.4.3.2, then the Bidder shall be disqualified from the Bidding Process and the Bid Security of the Bidder shall be returned as per Clause 2.18.4.

Evaluation of Financial Proposal

The information requirements and guidelines for submission of the Financial Proposal are detailed in Appendix VIII of this RFP document.

The Financial Proposals of only the qualified Bidders would be opened and will be ranked in ascending order.

Bidders are requested to note that the **Capex Contribution** quoted in the Financial Proposal shall not have any conditionality attached or deviations from the Agreements or RFP. Bids with conditions attached shall be treated as non responsive.

The selection of Successful Bidder shall be through the highest combined technical and financial score. The methodology for arriving at score is given below:

The lowest evaluated Financial Proposal (Fm) shall be given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which
“Sf” is the financial score,
“Fm” is the lowest price, and
“F” the price of the proposal under consideration

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 0.8, and
P = 0.2;

Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:

$S = St \times T\% + Sf \times P\%$.

The Bidder getting the highest combined score shall be the Successful Bidder.

In the event that two or more Bidders achieve the same combined score (the "Tie Bidders"), the Authority shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

Issue of LOA and execution of the Agreement

Subsequent to the identification of the Successful Bidder, a letter of award (“LoA” or “**Letter of Award**”) would be issued to the Successful Bidder by the Authority. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and for the execution of the Agreement. The Authority will promptly notify other Bidders that their Financial Proposals have been unsuccessful and their Bid Security shall be returned within 30 (thirty) days, without interest, of the signing of the Agreement with the Successful Bidder. The Successful Bidder shall have to enter into the Agreement within 15 (fifteen) days from the date of issue of the LoA. The Successful Bidder on the date of signing of the Agreement shall:

1. Furnish the Performance Security by way of an irrevocable Bank Guarantee issued by a nationalized / scheduled bank in favour of **Thane Municipal Corporation**, as required under the Agreement; and

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, the Authority reserves the right to:

4. Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; OR
5. Call for fresh Bids from the remaining Bidders; OR
6. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

Structure

- a. After the issue of the LoA by the Authority, the Consortium or the Bidding Company shall execute the Agreement within the period prescribed in Clause 1.5 (unless such period is extended by the Authority). In case of a Consortium, the Lead Member of the Consortium shall execute the Agreement on behalf of the Consortium.
- b. Upon or prior to such execution by the Consortium or the Bidding Company it shall submit to the Authority the Performance Security in accordance with the Bidding Documents. The Successful Bidder shall bear all cost associated or related to the execution of the Agreement for the Project including but not limited to stamp duty, registration charges etc.

The Authority reserves the right to cancel the award in case the Successful Bidder fails or refuses to sign the Agreement and/or does not submit the Performance Security and/or the other documents mentioned in the Bidding Documents.

3.7. Contacts during Bid Evaluation

- 3.7.1. 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, save and except as required under the Bidding Documents, 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, in the LoA, the Agreement, the Authority may 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 Private Operator, as the case may be, if it determines that the Bidder or Private Operator, 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 be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated 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.
- 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, or otherwise, if a Bidder or Private Operator, 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 Private Operator 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 Private Operator, 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 (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the 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 there from, 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); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
 - (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 conferences of the Bidders shall be convened at the designated date, time and place. Only duly authorized representatives of the Bidders shall be allowed to participate in the Pre-Bid conference. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 2. All enquiries from the bidders relating to this Bid Document must be submitted to the designated contact person as mentioned in Section 1.5, via email. The queries should necessarily be submitted in the following format:

Sr. No.	RFP Document Reference (Volume, Section No, Page No)	Content of the document requiring clarification	Clarification sought
1.			
2.			

- 3. Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the TMC Website. The date, time of receiving pre-bid queries is given in Section 1.5.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the District Court of Thane shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Documents and/or the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:
- (a) suspend, withdraw and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder;
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder
 - (e) amend, modify or reissue the Bidding Documents or any part thereof;
 - (f) to accept or reject any or all of the Bids; and/or
 - (g) include additional evaluation criteria or to modify the eligibility criteria for the further short-listing of person for issue of the Bidding Documents during the Bidding Process.
 - (h) to consider any variation in the Bid submitted by the Bidder provided such variation is as per the project scope, project structure and as per the terms and conditions of the RFP
- 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.

I. Letter for Bid

(Refer Clause 2.9 of the RFP)

[On the letter head of the Bidder/Lead Member]

Original or copy No:

Dated:

To,

[The *****,

*****]

Sub: Bid for _____

Dear Sir,

With reference to your RFP dated *****, I/we, having examined the RFP and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. 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 Bidders for the aforesaid Project and I/we certify that all information provided in the Bid and in Annexes I to III to this Letter of Bid are 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.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/We certify that in the last 3 (three) years, I/we/any of the Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP, including any addendum issued by the Authority;
 - (b) I/We do not have any Conflict of Interest in accordance with Clauses 2.1.12 and 2.1.13z of the 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, as defined in Section 4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State;

- (d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
7. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders, in accordance with Clause 2.14 of the RFP.
 8. I/We believe that I/we/our Consortium satisfy(ies) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
 9. I/We declare that I/we/any Member, am/are not a member of a/any other Consortium applying for the Project.
 10. I/We certify that in regard to matters other than security and integrity of the country, I/we or any Member 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.
 11. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law.
 12. I/We further certify that no investigation by a regulatory authority is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.
 13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we am/are attracted by the provisions of disqualification in terms of the provisions of this RFP, I/we shall intimate the Authority of the same immediately.
 14. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP, 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 III and IV respectively of the RFP, are also enclosed.
 15. I/We hereby irrevocably waive any right, 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 Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 16. I/We agree and undertake to abide by all the terms and conditions of the RFP.
 17. I/We agree and undertake to be jointly and severally liable for all our obligations under the Agreement as per the provisions set out therein.

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

Yours faithfully,

Date:

(Signature of the authorised signatory)

Place:

(Name and designation of the authorised signatory)

(Name and seal of the Bidder/lead Member of the Consortium)

Appendix I ANNEX-I

Details of Bidder

[On the letter head of the Bidding Company/Members of Consortium]

Original or copy No:

Dated:

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/or commencement of business (Please provide a true copy of the incorporation certificate):

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in [this/these Project(s)]:

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.
 - (b) A copy of the Joint Bidding Agreement should be attached to the Bid.
 - (c) Information regarding role of each Member should be provided as per table below:

S No.	Name of Member

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-II of Appendix VII.

(d) The following information shall also be provided by Bidder/for each Member:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Consortium been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project.		
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 paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

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

Appendix I ANNEX-II

Financial Capacity of the Bidder

(Refer to Clause 3.4 of the RFP)

[On the letter head of the Bidding Company/Lead Member]

1. The Bidder should provide the financial capability in the following format based on its own financial statements.
2. In case of a Consortium, the information pertaining to all the members of the Consortium should be furnished.
3. This format should be certified by the Statutory Auditor of the Bidder / (Statutory auditor of respective Consortium Members in case of formats submitted by a Consortium)

Format for Providing Information

S. No.	Financial Information	Year
1	Paid up Equity	
2	Reserves	
3	Revaluation Reserves	
4	Reserves if any	
5	Miscellaneous Expenditure not written off	
6	Profit After Tax	
7	Depreciation	
8	Non Cash Expenditures (other than depreciation)	
	Net worth *	

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder or Consortium Members;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net worth for a Company incorporated under the Companies Act shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 3.4.
4. The Bidder shall also provide the name and address of the Bankers to the Authority.
5. The Bidder shall provide an Auditor's Certificate specifying the Net worth of the Bidder and also specifying the methodology adopted for calculating such Net worth in accordance with Clause 3.4 of the RFP document.
6. For the purposes of evaluation of Financial Capacity, audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria, provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
7. \$\$ For conversion of US Dollars to Indian Rupees, the rate of conversion shall be Indian Rupees 66 (sixty six) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

APPENDIX I ANNEX-III

Statement of Legal Capacity

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

Original or copy No:

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/our Members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP.

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

*Please strike out whichever is not applicable.

APPENDIX – II
Bank Guarantee for Bid Security

B.G. No.

Dated:

1. In consideration of you, *****, having its office at *****, (hereinafter referred to as the “**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 [a limited liability company registered under the (Indian) Companies Act, 1956) and having its registered office at][Consortium comprising of [] and []] (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the implementation of project for _____ for ____ [name of the urban area] in the State of ____ [name of the State] (hereinafter referred to as the “**Project**”) pursuant to the Request for Proposal document dated (“**RFP**”) issued in respect of the Project and other related documents including without limitation the draft agreement and state support agreement (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 in terms of Clause 2.18 of the RFP, absolutely, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment 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. _____/- (Rupees _____ only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the 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 fulfill and comply with the terms and conditions contained in the Bidding Documents. 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. _____/- (Rupees _____ only). Any payments made hereunder shall be free and clear of, and without deductions for or on account of taxes, levies imposts, duties, charges, fees, deductions, or withholding of any nature whatsoever and by whomsoever imposed and where any withholding on a payments is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Authority receives full amount due hereunder as if no such withholding occurred.
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty days) from the Bid Due Date (as defined in the RFP) inclusive of a claim period of 60 (sixty) days or for such extended period as required by the Bidding Documents, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said 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 fulfillment 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.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. 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 authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____/- (Rupees _____ only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with

paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)].

14. Authority may assign this Guarantee to any person and in such case the Authority shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.
15. This Guarantee shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Civil Court of Thane.

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX – III: Power of Attorney for signing of Bid

(Refer Clause 2.1.6 of the RFP)

Know all persons by these presents, [I (name of the company) incorporated under the laws of India and having its registered office at [] “**Company**”] do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us 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, matters and things as are necessary or required in connection with or incidental to submission of our _____ pursuant to the RFP dated [] (“RFP”) issued by the **Thane Municipal Corporation** (the “the **Authority**”) and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences 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 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 Agreement with the **Thane Municipal Corporation**.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters 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 deemed to have been done by us.

Capitalised terms not defined herein shall have the meaning assigned to them under the RFP.

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

For

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

[Appointment of private operator for implementation of parking policy on PPP basis]

RFP Volume 1

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.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX – IV: Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.7 of the RFP)

Whereas the Authority has invited proposals from interested parties for _____.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Members 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 who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____ (Lead Member) and M/s _____ (*the respective names and addresses of the registered office*) do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the Authority, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with ULBs and the Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the ____ day of _____, 2016

(Executants)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

APPENDIX V

Joint Bidding Agreement

(Refer Clause 2.9.1 (f) of the RFP)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20... (the “**Agreement**”)

AMONGST

1. { Limited, a company incorporated under the (Indian) Companies Act, 1956 or the relevant laws in the respective country of their incorporation} 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 limited liability company incorporated under the (Indian) Companies Act, 1956 or the relevant laws in the respective country of their incorporation} 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. The Thane Municipal Corporation, hereinafter referred to as “the Authority”) has invited Bids by its Request for Proposal No. dated (the “**RFP**”) for qualifying and selecting bidders for _____ (the “**Project**”);
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; 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**
The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the

purposes of jointly participating in the Bidding Process for the Project.

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 the Project, either directly or indirectly.

The Parties hereby undertake that the party of the First Part shall enter into the Agreement with the Authority if the Consortium is the Successful Bidder for the project.

3. Role of the Parties

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

- a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and under the Agreement
- b) {Party of the Second Part shall be _____;}

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Agreement and for the performance of the Private Operator's obligations under the Agreement.

5. Representation of the Parties

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

- a. such Party is duly organised, 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 authorised by all necessary and appropriate corporate or governmental 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 Member of Consortium 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 of association and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to

such Party; and

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other 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 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.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

7. Miscellaneous

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

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
For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

In the presence of:

- 1.
- 2.

Notes:

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

APPENDIX VI

Anti-Collusion Certificate

(Refer Clause 2.9.1 (g) of the RFP)

(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and its subsequent amendments thereof.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 2016

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorised Person)

.....
(Name of the Authorised Person)

APPENDIX VII

Experience of the Bidder
(Refer to Clause 3.4.4 of the RFP)

[On the letter head of the Bidding Company/Members of Consortium/]

Original or copy No:

Date:

Project Code:

Member Code:

Item (1)	Particulars of the Project (3)
Title & nature of the project	
Entity for which the project was developed	
Location	
Number of parking spaces in the project	
Smart parking features in the project	
Date of commencement of project	
Date of completion	

Instructions:

1. Bidders are expected to provide information in respect of projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.4.4 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the instructions below.
2. For a Bidding Company, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium, then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each project.
4. Member code shall indicate NA for Not Applicable in case the Bidder is a Bidding Company. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.
5. Particulars such as name, address and contact details of owner/authority/agency (i.e. concession grantor, counter party, etc.) should be provided.
6. The date of commissioning of the project should be indicated.
7. The date of completion of the project should be indicated.

8. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which eligible experience is claimed, needs to be given (Refer Clause 3.4.4).
9. Experience for any activity relating to a project shall not be claimed by 2 (two) or more Members. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
10. Certificate from the client or the Bidder's statutory auditor^{\$} must be furnished as per format below for each project in addition to the certificate from the client. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidding Company/Member may provide the requisite certification.
11. Certificate from the statutory auditor regarding projects shall be in the following format.

<p>Certificate from the statutory auditor regarding project experience</p> <p>Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidding Company/Member) was awarded the project by (name of the Authority). We certify that the total number of parking spaces operated and managed with smart parking features were _____. The project has commenced on (date) and the construction of the project ended on(date).</p> <p>Name of the audit firm: Seal of the audit firm: (Signature, name and designation of the Authorised Signatory) Date:</p>
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12. Certificate from the Government Instrumentality/Statutory Authority regarding infrastructure experience works shall be in the following format.

<p>Certificate from the Government Instrumentality/Statutory Authority regarding experience works</p> <p>This is to certify that (name of the Bidding Company/Member) has executed (name of the project) for (name of the government instrumentality). We further certify that the total number of parking spaces operated and managed with smart parking features were _____. The project has commenced on (date) and the construction of the project ended on(date). We are satisfied by the work undertaken by the Bidder/Member.</p> <p>Name of the Government Instrumentality/Statutory Authority: Seal: (Signature, name and designation of the Authorised Signatory) Date:</p>
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13. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

APPENDIX VIII:
Format of Financial Proposal
ORIGINAL

Date:

To,

Sub: Financial Proposal for <<Name of the Project>>

Ref: Your Notification No. _____ dated _____

Sir/Madam,

Please find below our Financial Proposal in response to the Request for Proposal (RFP) document issued by the Authority on ____ 2016 for the above captioned Project.

Capex contribution payable by Thane Municipal Corporation	In Figures (INR)	
	In Words (INR)	

We have reviewed all the terms and conditions of the RFP including the Draft Agreement (RFP Volume 2) and would undertake to abide by all the terms and conditions contained therein.

We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

Duly signed by the Authorised Signatory of the Bidder
(Name, Designation and Address of the Authorised Signatory)

Note:

- 1. In case of a discrepancy while expressing in figures vis-à-vis expressing in words, then the latter shall govern.*
- 2. To be signed by the Lead Consortium Member in case of a Bidding Consortium*

Note:

1. Use separate form for each Key Personnel.
2. Each page of the CV to have scanned or original signature of the Key Personal but it is required countersigned by Authorized Signatory in original.
3. Each Key Expert CV shall not exceed 5 pages.