Request for Qualification (RFQ)

for

Shortlisting of Agencies for Development, Operation and Maintenance of 4-Star (or hotel having similar facilities) / Upscale / Upper Mid-Scale Hotel at Kevadia, Statue of Unity, Narmada.
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# Schedule of Bidding Process for Qualification Stage

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<th>Milestones</th>
<th>Dates</th>
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<tr>
<td>1. Last date for receiving queries</td>
<td>01/04/2020</td>
</tr>
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<td>2. Pre-Application Conference</td>
<td>03/04/2020 at 11:30 Hours at Gandhinagar</td>
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<tr>
<td>8. Announcement of short-list</td>
<td>To be specified later</td>
</tr>
</tbody>
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Disclaimer

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

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

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

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

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

Applicant(s) As defined in Clause 1.2.1
Application As defined in the Disclaimer
Application Due Date As defined in Clause 1.1.5
Associate As defined in Clause 2.2.9
Authority As defined in Clause 1.1.1
Bids As defined in Clause 1.2.3
Bid Due Date As defined in Clause 1.2.3
Bid Security As defined in Clause 1.2.4
Bidders As defined in Clause 1.1.1
Bidding Documents As defined in Clause 1.2.3
Bidding Process As defined in Clause 1.2.1
Bid Stage As defined in Clause 1.2.1
Concessionaire As defined in Clause 1.1.2
Concession Agreement As defined in Clause 1.1.2
Conflict of Interest As defined in Clause 2.2.1(c)
Consortium As defined in Clause 2.2.1(a)
DBFOT As defined in Clause 1.1.1
Eligible Experience As defined in Clause 3.2.1
Eligible Projects As defined in Clause 3.2.1
Estimated Project Cost As defined in Clause 1.1.4
Experience Score As defined in Clause 3.2.6
Financial Capacity As defined in Clause 2.2.2 (B)
Government Government of Gujarat
Grant As defined in Clause 1.2.8
Highest Bidder As defined in Clause 1.2.8
Jt. Bidding Agreement As defined in Clause 2.2.6 (g)
Lead Member As defined in Clause 2.2.6 (c)
LOA Letter of Award
Member Member of a Consortium
Net Worth As defined in Clause 2.2.4 (ii)
O&M Operation and Maintenance
Premium As defined in Clause 1.2.8
Project As defined in Clause 1.1.1
Qualification As defined in Clause 1.2.1
Qualification Stage As defined in Clause 1.2.1
Re. or Rs. or INR Indian Rupee
RFP or Request for Proposals As defined in Clause 1.2.1
RFQ As defined in the Disclaimer
SPV As defined in Clause 2.2.6
Technical Capacity As defined in Clause 2.2.2 (A)
Threshold Technical Capacity As defined in Clause 2.2.2 (A)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.
1. Introduction

1.1 Background

1.1.1 The Sardar Sarovar Narmada Nigam Limited (SSNNL) (the “Authority”) is a wholly owned Government of Gujarat undertaking that is in charge of the Sardar Sarovar water resources project on the river Narmada in South Gujarat. SSNNL was incorporated under the Indian Companies Act, 1956 in March 1988. The main objective of SSNNL is to execute the Sardar Sarovar Narmada Project comprising the Dam, power houses, canal system and other works incidental to / ancillary to the Sardar Sarovar Project (SSP).

SSNNL has been instrumental in development of Statue of Unity, the tallest statue in the world, which was dedicated to the Nation by, Shri Narendra Modi, Hon’ble Prime Minister on India on 31st October 2018, on the birth anniversary of Sardar Vallabhbhai Patel, at Kevadia in Narmada District of Gujarat. The State Government had ensured all-round efforts to dedicate the Statue of Unity to the country within the time limit given to it with no cost or time overrun. The Statue is not only a befitting tribute to one of the greatest statesmen of India but has also led to an unprecedented growth of tourism in the region.

The Statue of Unity is a testimonial to the life of Sardar Patel, a role model of unity and statesmanship. The tallest statue of the world enjoys a splendidly scenic location facing the Sardar Sarovar Dam, 3.2 kilometres away. This colossal statue stands on the isle of Sadhu-Bet in River Narmada, at Kevadia, District Rajpipla in the Indian State of Gujarat, with the majestic Vindhyachal and Satpuda Mountain Ranges in the backdrop. The statue is fast becoming one of the country’s top tourist attractions.

With an aim to further provide tourist a wholesome experience, it has been decided to undertake Development of 4-Star (or hotel having similar facilities) / Upscale / Upper Mid-Scale Hotel at Kevadia, Gujarat (the “Project”) on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis, and has, therefore, decided to carry out the bidding process for selection of the Bidder/s to whom the Project/s may be awarded. The site/s (adequate enough for the proposed project) will be identified subsequently and will be located within a distance in the range of within 10 km from Statue of Unity. Criteria for the determination of the Hotel Type in placed in Annexure XIII.

Pursuant to the same, the authority retained Gujarat Tourism Opportunity Limited (GUJTOP) as Transaction Advisors / Consultant to assist the Authority in conducting this RFQ and RFP Process.

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

1.1.2 RFQ Documents can be downloaded from the websites: http://sardarsarovardam.org/ & www.nprocure.com before the Bid Due Date

Bidders who wish to participate in online tender will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solution-a division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.
In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n)Procure Support team at the address mentioned below:

(n)Code Solutions- A Division of GNFC Ltd.,
(n)Procure Cell 403, GNFC Infortower, S. G. Road, Bodakdev,
Ahmedabad – 3800 54 (Gujarat)

Contact Details:
Phone:+91-79-40007501, 40007512, 40007525, 30181689, 26854511, 26854512, 26854513 (EXT: 501, 512, 516, 525)
Fax: +91-79-26857321, 40007533
E-mail: nprocure@gnvfc.net
TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 525)

1.1.3 The selected Bidder, who is either a company incorporated under the Companies Act, 1956 / 2013 or undertakes to incorporate as such prior to execution of the Concession Agreement (the “Concessionaire”) shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project/s under and in accordance with the provisions of a long - term Concession Agreement (the “Concession Agreement”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.4 The scope of work will broadly include designing, engineering, financing, procurement, construction of Hotel/s having facilities equivalent to the Hotel Classification as per the Project requirement and nature of hotel and the management, operation and maintenance of the same thereof.

1.1.5 Indicative capital cost of the Project (the “Estimated Project Cost”) will be specified in the Bidding Documents of the Project. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.6 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “Application Due Date”).

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a two-stage bidding process (collectively referred to as the “Bidding Process”) for selection of the Bidder/s for award of the Project/s. The first stage (the “Qualification Stage”) of the process involves qualification (the “Qualification”) of interested parties / consortia who make an Application in accordance with the provisions of this RFQ (the “Applicant”, which expression shall, unless repugnant to the context, include the Members of the Consortium). Along with the Application, The Bidders will have to provide an RFQ fee of Rs 29,500 (Rupees twenty-Nine thousand Five Hundred only ) in the form of a Demand Draft from a bank acceptable to the Authority in favour of Executive Engineer (Tourism Division), SSNNL, Kevadia Colony, Kevadia payable at any Scheduled Bank having its Branch at Kevadia / Vadodara. The list of Eligible Banks is placed at Annexure XII. At the end of this stage, the Authority expects to announce a short-list of suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the “Bid Stage”) comprising Request for Proposals (the “Request for Proposals” or “RFP”).
Government of India has issued guidelines (see Annexure XIII) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Annexure-II.

1.2.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Authority shall be invited to submit their Bids for the Project.

1.2.3 In the Bid Stage (RFP Stage), the Bidders will be called upon to submit their financial offers (the “Bids”) along with other documents in accordance with the RFP and other documents to be provided by the Authority (collectively the “Bidding Documents”). The Bidding Documents for the Project will be provided to every Bidder on payment of a process fee for RFP a sum of Rs 29,500 (Rupees twenty-Nine thousand Five Hundred only) in the form of Demand Draft. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).

1.2.4 In terms of the RFP, the Shortlisted Bidders will be required to deposit, along with its Bid, a bid security equivalent to about 1% (one per cent) of the Estimated Project Cost (the “Bid Security”), refundable, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a Demand Draft or a Bank Guarantee acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date for the purposes of encashment thereof by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5 Generally, the Most Advantageous Bid, in terms of the RFP, shall be the selected Bidder. The remaining Shortlisted Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Most Advantageous Bidder in case such Most Advantageous Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Most Advantageous Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

1.2.6 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.

1.2.7 As part of the Bidding Documents, the Authority will provide a Draft Concession Agreement prepared by the Authority / its consultants and other information pertaining / relevant to the Project available with it.

1.2.8 Bids will be invited for the Project on the basis of parameters that makes the bid Most Advantageous for the Authority (the “Bid Parameter”) for award of the concession. The concession period shall be pre-determined and will be indicated in the Draft Concession Agreement forming part of the Bidding Documents.
1.2.9 In this RFQ, the term “Highest Bidder” or “Most Advantageous Bidder” shall mean the Bidder whose bid has been adjudged as Most Advantageous Bid as a result of the Evaluation.

1.2.10 The Concessionaire shall, in consideration of its investment and services, be entitled to levy and collect market governed charges.

1.2.11 Details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

1.2.12 Any queries or request for additional information concerning this RFQ shall be submitted in writing by speed post / courier / special messenger and by e-mail so as to reach the officer designated in Clause 2.13.3 by the specified date. The envelopes / communications shall clearly bear the following identification/ title:

“Queries/ Request for Additional Information: RFQ for Shortlisting of Agencies for Development, Operation and Maintenance of 4-Star (or hotel having similar facilities) / Upscale / Upper Mid-Scale Hotel/s at Kevadia, Gujarat”.

E-mail: sekdtc19@gmail.com, dgmcpcssnln@gmail.com, coo@gujtop.com (for Queries/ Clarifications only)

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification Stage</td>
<td></td>
</tr>
<tr>
<td><strong>Milestones</strong></td>
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RFQ for Shortlisting of Agencies for Development, Operation and Maintenance of 4-Star (or hotel having similar facilities) / Upscale / Upper Mid-Scale Hotel at Kevadia, Statue of Unity, Narmada.

<table>
<thead>
<tr>
<th>Bid Stage</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Sale of Bid Documents</td>
<td>[To be specified later]</td>
</tr>
<tr>
<td>2. Last date for receiving queries</td>
<td>[To be specified later]</td>
</tr>
<tr>
<td>3. Pre-Bid Conference - 1</td>
<td>[To be specified later]</td>
</tr>
<tr>
<td>4. Authority response to queries latest by</td>
<td>[To be specified later]</td>
</tr>
<tr>
<td>5. Bid Due Date</td>
<td>[To be specified later]</td>
</tr>
<tr>
<td>6. Opening of Bids</td>
<td>On Bid Due Date</td>
</tr>
<tr>
<td>7. Letter of Award (LOA)</td>
<td>Within 30 days of Bid Due Date</td>
</tr>
<tr>
<td>8. Validity of Bids</td>
<td>120 days of Bid Due Date</td>
</tr>
<tr>
<td>9. Signing of Concession Agreement</td>
<td>Within 30 days of award of LOA</td>
</tr>
</tbody>
</table>

1.4 Pre-Application Conference

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

Date: 3rd April 2020

Time: 11:30 hrs

Venue: Conference Hall, SSNNL, Block No. 12, 1st Floor, New Sachivalaya, Gandhinagar - 382 010
2. Instructions to Applicants

A. General

2.1 Scope of Application

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

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

2.2 Eligibility of Applicants

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

a) The Applicant for pre-qualification may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.

b) An Applicant may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

c) An Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified (The provisions of sub-clauses (i), (iii) and (v) shall not apply to government companies). An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb)
subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

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

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

iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

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

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

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

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

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

i. **Financial Criteria:**

The Applicant should have

Minimum Average Annual Turnover of **Rs. 150,00,00,000 (Rupees One Hundred Fifty Crores only)** in three past consecutive financial years (**2016-17, 2017-18 and 2018-19**) as per the Audited Balance Sheet;

AND
Minimum **Net-worth of Rs. 100,00,00,000** (Rupees One Hundred crores only) \{(Subscribed and Paid up Equity Share Capital + Free Reserves) – (Revaluation Reserves + miscellaneous expenditure not written off + accrued liabilities)\} as on **31st March, 2019**, as per the Audited Balance Sheet.

**ii. Technical Criteria / Experience**

The Applicant should have Operating and Managing experience in immediately preceding 10 years, in aggregate not less than 500 operational rooms \{having a minimum 4-Star (or hotel having similar facilities) / Upscale / Upper Mid-Scale Hotel/s\} with each having at least 100 rooms

AND

The bidder should have Developed / Constructed, in immediately preceding 10 years, a hotel with not less than 100 rooms \{having a minimum 4-Star (or hotel having similar facilities) / Upscale / Upper Mid-Scale Hotel/s\}

In case of a Consortium, the Lead Member should individually satisfy the Financial Criteria. Consortium Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of Technical Criteria / Experience jointly; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

2.2.3 Deleted

2.2.4 The Applicant shall enclose with its Application, to be submitted as per the format at Annexures.

2.2.5 The Applicant should submit a Power of Attorney as per the format at Annexure VII, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Annexure VIII.

2.2.6 Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “SPV”), to execute the Concession Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

a) Number of members in a consortium shall not exceed 3 (three).

b) subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;

c) members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure VIII, signed by all the other members of the Consortium;
d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;

e) an individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;

f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure IX (the “Jt. Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:

i. convey the intent to form an SPV with shareholding / ownership equity commitment(s) in accordance with this RFQ, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

ii. clearly outline the proposed roles and responsibilities, if any, of each member;

iii. commit the minimum equity stake to be held by each member;

iv. commit that each of the members, whose Technical Experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;

v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; and

vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

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

2.2.7 Any entity which has been barred by the Central / State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.8 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award
against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.9 While submitting details under Technical Criteria and Financial Criteria (Turnover and Net Worth) of the Applicant / Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Criteria and Financial Criteria (Turnover and Net Worth) of their respective Associates would also be eligible hereunder.

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

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

   a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
   b) information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and / or constitution is identical to that at pre-qualification;
   c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
   d) in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.11 While Qualification is open to persons from any country, the following provisions shall apply:

   a) Where, on the date of the Application, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or
b) if at any subsequent stage after the date of the Application, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member;

then the Qualification of such Applicant or in the event described in sub clause (b) above, the continued Qualification of the Applicant shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant.

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

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

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 10 (ten) years, 5 (five) years, 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3 Change in composition of the Consortium

2.3.1 Change in the composition of a Consortium will NOT be permitted by the Authority during the Qualification Stage.

2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:

a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;

b) the Lead Member continues to be the Lead Member of the Consortium;

c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and

d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

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

2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

2.3.4 The modified / reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.

2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 Number of Applications and costs thereof

2.4.1 No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.

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

2.5 Site visit and verification of information

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

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:
   a) made a complete and careful examination of the RFQ;
   b) received all relevant information requested from the Authority;
   c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
   d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
2.7 Right to accept or reject any or all Applications/ Bids

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

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

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

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

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

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant / SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.

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

2.8 Contents of the RFQ

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

Invitation for Qualification

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

Annexures

Annexure I: Format for Checklist of Submissions
Annexure II: Letter Comprising the Application for Pre-Qualification
Annexure-III: Particulars of the Applicant
Annexure-IV: Format for Development / Construction Experience (Applicants are required to provide Experience Certificates for Development / Construction Experience)
Annexure V: Format for Operation and Maintenance Experience (Applicants are required to provide Experience Certificates for Operation and Maintenance Experience, License / Work order of operations along with location and number of rooms)
Annexure VI: Statement of Legal Capacity
Annexure VII: Power of Attorney for signing of Application and Bid
Annexure VIII: Power of Attorney for Lead Member of Consortium
Annexure IX: Joint Bidding Agreement
Annexure X: Format for Financial Summary (Applicants are required to provide Audited Financial Statements / Annual Reports)
Annexure XI: Format for History of Litigation
Annexure XII: List of Applicable Banks
Annexure XIII: Guidelines of the Department of Disinvestment

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing by speed post / courier / special messenger and by e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.

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

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

2.10 Amendment of RFQ

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

2.10.2 Any Addendum thus issued will be put up on the respective websites. Applicants are advised to check the website regularly.

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

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

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

2.12 Format and signing of Application

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

2.12.2 The Applicant shall prepare 1 (one) original set of the Application (together with the documents required to be submitted pursuant to this RFQ) and clearly marked as “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of such Application and documents, which shall be marked as “COPY”. The Applicant shall also provide 1 (one) soft copy thereof on a pen drive / USB drive. In the event of any discrepancy between the original and the copy, the original shall prevail.
2.12.3 The Application and its copy shall be typed or written in indelible ink. It shall be signed by the authorised signatory of the Applicant who shall also initial each page of the Application (including each Annexure) in indelible 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 Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in a manner that does not allow replacement of any page.

2.13 Sealing and Marking of Applications

2.13.1 The Applicant shall submit the Application in the format specified at Annexure-II, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as “APPLICATION”. The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3. The Application along with their relevant enclosures should be bound, paginated, with an index of submission on the first page. Unbounded submissions are liable to be treated as non-responsive.”

2.13.2 The cover must indicate the application being submitted for the Project titled as:

“RFQ for Shortlisting of Agencies for Development, Operation and Maintenance of 4-Star (or hotel having similar facilities) / Upscale / Upper Mid-Scale Hotel(s) at Kevadia, Gujarat.”

Each envelope shall contain:

i. RFQ Fee as per the details at Clause 1.2
ii. Application in the prescribed format (Annexure-II) along with Annexes and supporting documents;
iii. Power of Attorney for signing the Application as per the format at Annexure-VII;
iv. If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Annexure-VIII;
v. Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Annexure-IX;
vi. Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
vii. Copies of Applicant’s duly audited balance sheet and profit and loss account for the preceding three years; [and]
viii. 1 (one) soft copies of the Application on a Pen Drive / USB Drive ; and
ix. any other sector or project-specific requirement that may be specified by the Authority.

Each of the envelopes shall clearly bear the following identification:

“Application for Qualification: RFQ for Shortlisting of Agencies for Development, Operation and Maintenance of 4-Star (or hotel having similar facilities) / Upscale / Upper Mid-Scale Hotel(s) at Kevadia, Gujarat”
and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right-hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to:

To,
Chief Engineer (CPC)
Sardar Sarovar Narmada Nigam Ltd.
Block No. 12, 6th Floor,
New Sachivalaya,
Gandhinagar-382 010. Gujarat, India.

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

2.13.5 In addition to the Physical Copy, the Technical Bids shall also be uploaded online

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

2.14 Application Due Date

2.14.1 Applications should be submitted before 1600 hours IST on the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10.

2.15 Late Applications

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

2.16 Modifications / substitution / withdrawal of Applications

2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.16.3 Any alteration / modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
D. EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

2.17.1 The Authority shall open the Applications at 1630 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.

2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

2.17.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Experience Score of the Applicant.

2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18 Confidentiality

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

2.19 Tests of responsiveness

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

a) It contains the RFQ fee
b) it is received as per format at Annexure-II;
c) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
d) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
e) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
f) it contains all the information and documents (complete in all respects) as requested in this RFQ;
g) it contains information in formats same as those specified in this RFQ;
h) it contains certificates from its statutory auditors in the formats specified at Appendices;
i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
j) it does not contain any condition or qualification; and
k) it is not non-responsive in terms hereof.

2.19.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application. Provided, however, that the Authority may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Application.

2.20 Clarifications

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

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

2.21 Short-listing and Notification

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

2.22 Submission of Bids

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

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

2.23 Proprietary data

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

2.24 Correspondence with the Applicant

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

3.1 Evaluation Parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.2 shall qualify for evaluation under this Section 3. Applications of firms / consortia who do not meet these criteria shall be rejected.

3.1.2 The Applicant’s competence and capability is proposed to be established by the following parameters:

   a) Financial Criteria; and  
   b) Technical Criteria.

3.1.3 Scrutiny of the Applications for eligibility will be done to determine whether the Applicants meet the eligibility criteria. The applicants are expected to submit the following documentary evidence with the application:

   - Certificate of Incorporation / Registration
   - Pan Card
   - GST Registration Certificate
   - CA Certified Audited Balance Sheets and Profit & Loss Statements for the last three financial years
   - Relevant Certificates for Development Experience
   - Relevant Certificates for Operation and Maintenance Experience

3.1.4 Evaluation Committee may, at its discretion, call for additional information from the Applicant(s). Such information has to be supplied within the given time-frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Applicants and the EoI is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.

3.1 Evaluation of Application

Applications would be evaluated only for those Applicants, who qualify Pre-qualification Evaluation as per clause 2.2.2.

Further evaluation, of the pre-qualified applicants, shall be based on the parameters and marks as mentioned in the Table below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Range</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Minimum Average Annual Turnover of last three Financial Years</td>
<td>Rs. 150 cr. – Rs. 250 cr.</td>
<td>15.0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; Rs. 250 cr – Rs. 350 cr.</td>
<td>20.0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; Rs. 350 cr.</td>
<td>25.0</td>
</tr>
<tr>
<td>2</td>
<td>Net-Worth as on 31st March 2019</td>
<td>Rs. 100 cr. – Rs. 200 cr.</td>
<td>15.0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; Rs. 200 cr. – Rs. 300 cr.</td>
<td>20.0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; Rs. 300</td>
<td>25.0</td>
</tr>
</tbody>
</table>
3.2 Short-listing of Applicants

3.2.1 The credentials of eligible Applicants shall be measured in terms of their Score. The sum total of the Scores, as per the table above, shall be the ‘Total Score’ of a particular Applicant (Single entity or Consortium).

3.2.2 The Applicants shall then be ranked on the basis of their respective Total Scores and short-listed for submission of Bids (the “Shortlisted Bidders”). The Authority expects to short-list upto 6 (six) pre-qualified Applicants for participation in the Bid Stage. The Authority, however, reserves the right to increase the number of short-listed pre-qualified Applicants by adding additional Applicant.

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

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or
in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
5. Pre-Application Conference

5.1 A Pre-Application Conference of the interested parties shall be convened at the designated date, time and place. Interested Applicants shall be allowed to participate in the Pre-Application Conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

5.2 During the course of Pre-Application Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
6. Miscellaneous

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

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

a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
b) consult with any Applicant in order to receive clarification or further information;
c) pre-qualify or not to pre-qualify any Applicant and/or to consult with any Applicant in order to receive clarification or further information;
d) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Applicant; and/or
e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
Annexures

Annexure I: Format for Checklist of Submissions

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Enclosures to the Technical Bid</th>
<th>Status (Submitted / Not Submitted)</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>RFQ Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Letter Comprising the Application for Pre-Qualification (Annexure II)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 3.     | Particulars of the Applicant (Annexure-III)  
Applicants are required to provide copy of GST Registration Certificate and PAN of Company / Consortium companies |                                    |          |
Applicants are required to provide Experience Certificates for Development / Construction Experience |                                    |          |
| 5.     | Format for Operation and Maintenance Experience (Annexure V).  
Applicants are required to provide Experience Certificates for Operation and Maintenance Experience, License / Work order of operations along with location and number of rooms |                                    |          |
| 6.     | Statement of Legal Capacity (Annexure-VI) |                                    |          |
| 7.     | Power of Attorney for signing of Application and Bid (Annexure-VII) |                                    |          |
| 8.     | Power of Attorney for Lead Member of Consortium (Annexure-VIII) |                                    |          |
| 10.    | Format for Financial Summary (Annexure-X)  
Applicants are required to provide Audited Financial Statements/ Annual Reports |                                    |          |
| 11.    | Format for History of Litigation (Annexure-XI) |                                    |          |
Annexure II: Letter Comprising the Application for Pre-Qualification

(Refer Clause 2.13.2)

Dated:

To,

Chief Engineer (CPC)
Sardar Sarovar Narmada Nigam Ltd.
Block No. 12, 6th Floor
New Sachivalaya,
Gandhinagar-382 010. Gujarat, India.

Sub: Application for pre-qualification for the Shortlisting of Agencies for Development, Operation and Maintenance of 4-Star (or hotel having similar facilities) / Upscale / Upper Mid-Scale Hotel/s at Kevadia, Gujarat

Dear Sir,

1. With reference to your RFQ document dated ……….., I / we, having examined the RFQ document and understood its contents, hereby submit my / our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

2. I / We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Appendices including Annexes if any is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder for the Design, Finance, Construction, Operation and Maintenance of the aforesaid Project.

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

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

6. I / We certify that in the last three years, we / any of the Consortium Members or our / their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I / We declare that:
   a) I / We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority;
   b) I / We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document;
c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

d) I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I / We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.

9. I / We believe that we / our Consortium / proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and am/ are qualified to submit a Bid.

10. I / We declare that we / any Member of the Consortium, or our / its Associates are not a Member of a / any other Consortium applying for pre-qualification.

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

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

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

14. I / We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process.

15. I / We further certify that we / any Member of the Consortium or any of our / their Associates are not barred by the Central Government / State Government or any entity controlled by it, from participating in any project (DBFOT or otherwise), and no bar subsists as on the date of Application.

16. I / We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Authority of the same immediately.

17. The Statement of Legal Capacity as per format provided at Annexure VI of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of Application and the power of attorney for Lead Member of consortium, as per format provided at Annexure VIII respectively of the RFQ, are also enclosed.
18. I / We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 / 2013, or shall incorporate as such prior to execution of the Concession Agreement.

19. I / We hereby confirm that we shall comply with the O&M requirements specified in Clause 2.2.3.

20. I / We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection / Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

21. I / We agree and undertake to abide by all the terms and conditions of the RFQ document.

22. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement. (to be deleted if Applicant is not a consortium).

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

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant/ Lead Member
Annexure-III: Particulars of the Applicant

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Member</th>
<th>Role$</th>
<th>Percentage of equity in the Consortium$$</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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</tbody>
</table>

$ The role of each Member, as may be determined by the Applicant, should be indicated in accordance with Clause 2.2.6 (d).

$$ The percentage of equity should be in accordance with Clause 2.2.6 (a), (c) and (g).
6. The following information shall also be provided for the Applicant, including each Member of the Consortium:

Name of Applicant/ member of Consortium:

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

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Project</th>
<th>Name Client / Owner</th>
<th>Location</th>
<th>Type of Experience / Construction</th>
<th>Project Cost (Rs. in Crore)</th>
<th>Area Details (In sq.m.)</th>
<th>Number of Keys</th>
<th>Developed as single entity or as Lead Member of Consortium</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>

Signature ______________________
Name ______________________
Designation_____________________
Company ______________________
Date _______________________

Notes:

1. In case of consortium the above details are to be given for each Member, as applicable.
2. The claimed experience shall be supported by documentary evidence i.e. completion certificates, commissioning certificates, etc., duly attested by Architect.
3. If the Applicant is claiming experience of DBFOT / Own Project Promotion and Development Experience, then it should provide certificates from its CA / Statutory Auditor and Architect in the format given hereunder:

   This is to certify that __________________ (Name of the Applicant) has promoted and developed ___________________ (Title and nature of the Project) and the project was commissioned on _________________ with a total Built-up area of ________ sqm.

   ____________.

   Signature of the CA / Statutory Auditors

   ______________________

   Signature of the Architect who designed

   (with seal & registration no.) the building and/or supervised construction

   (with seal & registration no.)

Any other proof of development may also be provided along with the minimum required supporting document.
Annexure V: Format for Operation and Maintenance Experience

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Project Title</th>
<th>Location</th>
<th>Name of Client/Owner</th>
<th>Duration</th>
<th>Operated as single entity or as Lead Member of Consortium</th>
<th>Completion Date</th>
<th>Number Of Rooms Operated</th>
<th>Special Remarks (if any)</th>
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<tbody>
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</tr>
</tbody>
</table>

Signature ______________________
Name        ______________________
Designation_____________________
Company  ______________________
Date    _________________________

Notes:

1. In case of consortium the above details are to be given for each member, as applicable.
2. The claimed experience shall be supported by documentary evidence i.e. work order, completion certificates, commissioning certificates, etc.,
3. The Applicant should provide certificates from their CA / statutory auditor in the format given hereunder:

   This is to certify that ________________ (Name of the Applicant) has operated and maintained ________________ (Title and nature of the project) and the project was commissioned on ________________ for a duration of _______________ with a total number of rooms of ________.

   ________________

   Signature of the CA/ Statutory Auditors

Any other proof of operation and maintenance may also be provided along with the minimum required supporting document.
Annexure VI: Statement of Legal Capacity

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

Ref. Date:

To,

Chief Engineer (CPC)
Sardar Sarovar Narmada Nigam Ltd.
Block No. 12, 6th Floor
New Sachivalaya,
Gandhinagar-382 010. Gujarat, India.

Dear Sir,

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

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 RFQ. 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)

For and on behalf of..............................
Annexure VII: Power of Attorney for signing of Application and Bid

(Refer Clause 2.2.5)

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

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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.

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

For …………………………….

(Signature, name, designation and address)

Witnesses:
1.  
   (Notarised)
2.  
   Accepted

……………………………..

(Signature)

(Name, Title and Address of the Attorney)

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

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. 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 Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.
Annexure VIII: Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.5)

Whereas the ……………………………… (“the Authority”) has invited applications from interested parties for the ……………………………… Project (the “Project”).

Whereas, ……………………………….., ……………………………., and ………………………….. (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ……………………… having our registered office at ……………………., M/s. ……………………… having our registered office at ……………………., and ……………………… having our registered office at ……………………., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S ……………………… having its registered office at ……………………., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.
AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For ………………………
(Signature)
……………………..
(Name & Title)

For ………………………
(Signature)
……………………..
(Name & Title)

For ………………………
(Signature)
……………………..
(Name & Title)

 Witnesses:
1.
2.
………………………………………
(Executants)

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

Notes:

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

2. *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
3. 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 Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.
Annexure IX: Joint Bidding Agreement

(Refer Clause 2.13.2)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. ………… Limited, a company incorporated under the Companies Act, 1956 / 2013 or {a company duly organised and validly existing under the laws of the jurisdiction of its incorporation (for bidders who is registered abroad)} and having its registered office at ………… (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. ………… Limited, a company incorporated under the Companies Act, 1956 / 2013 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)

AND

3. ………… Limited, a company incorporated under the Companies Act, 1956 / 2013 and having its registered office at ………… (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

(A) THE SARDAR SAROVAR NARMADA NIGAM LIMITED (A wholly owned Govt. of Gujarat undertaking), represented by its Managing Director and having its principal offices at Block No. 12, New Sachivalay, CH Rd, Sector-11, Gandhinagar, Gujarat 382010 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “Applications”) by its Request for Qualification No. ………… dated ………… (the “RFQ”) for pre-qualification and short-listing of bidders for development, operation and maintenance of the ……………………. Project (the “Project”) through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and

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

2. Consortium

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

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

3. Covenants

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

4. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical Member of the Consortium;}

(c) Party of the Third Part shall be the Financial Member of the Consortium;

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

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

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

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

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

7. **Representation of the Parties**

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

(a) Such Party is duly 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 Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

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

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

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

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

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have
a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER SECOND PART

by:

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)
SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1. 2.

Notes:

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

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

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.
### Annexure X: Format for Financial Summary

#### Format for Financial Summary

1. **Turnover**
   
   All figures in Equivalent Currency (in Rs. Crore)

<table>
<thead>
<tr>
<th>Description</th>
<th>Last Three Financial Years - Audited (Ending March 31, 2019)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 2016-17</td>
</tr>
<tr>
<td>Operating Revenue</td>
<td></td>
</tr>
<tr>
<td>(add) Other Revenue</td>
<td></td>
</tr>
<tr>
<td>Total Turnover</td>
<td></td>
</tr>
</tbody>
</table>

   Financial Year: 1st April to 31st March

2. **Net-worth**
   
   All figures in Equivalent Currency (in Rs. Crore)

<table>
<thead>
<tr>
<th>Description</th>
<th>As on March 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subscribed and paid up equity share capital</td>
<td></td>
</tr>
<tr>
<td>(add) Free Reserves (refer point 3 under Note below)</td>
<td></td>
</tr>
<tr>
<td><strong>Net-worth</strong></td>
<td></td>
</tr>
</tbody>
</table>

   This is to certify that ___________________ (name of the bidder/member of the consortium) has Annual Turnover and Net Worth as shown above against the respective/s financial year/s.

   **UDIN**
   
   __________________

   **Signature**
   
   __________________

   **Name of the Statutory Auditor**
   
   __________________

   **Membership no**
   
   __________________

   **Designation**
   
   __________________

   **Name of the Audit Firm**
   
   __________________

   **FRN**
   
   __________________

   (Seal of the firm)

   **DATE**
   
   ________________
Note:
1. In case of Bidder being a Consortium, the above details shall be submitted for the Lead Member and all the financially significant members.
2. The Bidder/Consortium shall submit audited annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) for the Lead Member and each of the financially significant members in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company.
3. Certificate(s) from the statutory auditors specifying the Net Worth of the Bidder/member of the Consortium, as at March 31, 2018. For the purpose of this RFP, net worth shall mean the sum of subscribed and paid up equity share capital and reserves from which shall be deducted the sum of revaluation reserve, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

SIGNATURE __________________
NAME __________________
DESIGNATION ________________

COMPANY SEAL

COMPANY __________________
DATE ________________
Annexure XI: Format for History of Litigation

Format for History of Litigation

Information on any history of litigation or arbitration resulting from development / construction, operation and maintenance contracts in last 5 (five) years:

<table>
<thead>
<tr>
<th>Year</th>
<th>Award for/or against bidder</th>
<th>Name of Client</th>
<th>Litigation &amp; Dispute Matter</th>
<th>Disputed Amount in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Dated this __________ Day of ________________, YYYYY

Name of the Bidder

________________________________________

Signature of the Authorized Signatory

________________________________________

Name of the Authorized Signatory

NOTE

To be submitted by all the members individually
Annexure XII: List of Applicable Banks

List of Applicable Banks

As per the GR No. EMD/10/2019/50/DMO dated 1st November 2019 from Finance Department, wherein the Government has decided that as given below are the approved Banks whose Bank Guarantees would be accepted in the financial year 2019-20.

- Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.
  1) All National Banks.

- Guarantees issued by following Banks will be accepted as SD/EMD for period up to March 31, 2020. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.
  1) Rajkot Nagarik Sahakari Bank Ltd.
  2) The Mehsana Urban Co-Operative Bank Ltd.
  5) Nutan Nagrik Sahakari Bank Ltd.
  6) The Kalupur Commercial Co-Operative Bank Ltd.
  7) Saurashtra Gramin Bank
  8) Baroda Gujarat Gramin Bank
  9) RBL Bank
  10) AXIS Bank
  11) ICICI Bank
  12) HDFC Bank
  13) Kotak Mahindra Bank
  14) IndusInd Bank
  15) DCB Bank

All the eligible banks are instructed to collect the original documents / papers of guarantee from the concerned tendering authority.

GR can be downloaded from:
Annexure XIII: Guidelines of the Department of Disinvestment

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment
Block 14, CGO Complex
New Delhi.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.

These guidelines may be modified or substituted by the Government from time to time.
(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/Managers/employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India
Annexure XIV: Determination of Hotel Type

For nature of hotels, determination of type shall be undertaken on the following basis:

A: Based on Gross Room Area

<table>
<thead>
<tr>
<th>Hotel Classification</th>
<th>Minimum Gross Room Area (sq ft)</th>
<th>Maximum Gross Room Area (sq ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Standard Room</td>
</tr>
<tr>
<td>Budget</td>
<td>0</td>
<td>500</td>
</tr>
<tr>
<td>Mid Market</td>
<td>500</td>
<td>700</td>
</tr>
<tr>
<td>Upscale / Upper Upscale / Luxury</td>
<td>700</td>
<td>And above</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Extended Stay</td>
</tr>
<tr>
<td>Mid Market or Lower</td>
<td>0</td>
<td>850</td>
</tr>
<tr>
<td>Upscale and above</td>
<td>850</td>
<td>And above</td>
</tr>
</tbody>
</table>

B: Based on Star Category

For hotels classification as per Star Category, the hotel either have a valid classification certificate from Government of India or should have facilities equivalent or more than the facilities as defined for a particular star category under HRACC Guidelines - Revised Guidelines for Classification / Re-Classification of Hotels as issued by Ministry of Tourism, Government of India.