



HARYANA URBAN DEVELOPMENT AUTHORITY

**CONSTRUCTION OF INTEGRATED
MULTI LEVEL PARKING-CUM-
COMMERCIAL INFRASTRUCTURE
IN
SECTOR-29, GURGAON**

**REQUEST FOR QUALIFICATION
&
REQUEST FOR PROPOSAL**

NOVEMBER 2009

**HARYANA URBAN DEVELOPMENT AUTHORITY
DIVISION NO V, GURGAON.
(www.huda.gov.in)**

Request for Qualification and Request for Proposal for the construction of Integrated Multi Level Parking-cum-Commercial infrastructure in Sector-29, Gurgaon.

Request for Qualification and Request for Proposal (RFQ-RFP) are hereby invited for the construction of Multi Level Parking in Sector-29, Gurgaon on Built, Operate and Transfer (BOT) basis on an area of about 5 acres.

The successful bidder will be required to finance, design, construct the integrated multi level parking-cum-commercial infrastructure on BOT basis at Sector-29, Gurgaon. The concession period is 33 years which excludes the construction period of two years. The minimum ECS to be provided is 1500.

Eligibility Criteria:

Only those individuals/firms/companies (bidder) shall be eligible to participate who fulfill the following conditions:-

1. The bidder must have satisfactorily completed atleast one multi storey commercial parking complex of Rs.50.00 crores during the last 3 years ending 31.3.09.
2. The bidder must have turnover of Rs 100.00 crores during each of the last 3 years ending 31.3.09 in the field of construction of commercial complexes including similar projects of multi level parking.
3. The bidder should have experience of managing and developing commercial/parking space not less than 50,000 sq.mtr. during the last 3 years.
4. The bidder should possess a strong financial credential such as net worth of Rs.50.00 crores based on the audited Balance Sheet of the financial year 2008-09.
5. The bidder should not be barred by the Government of Haryana for such projects.

Request for Qualification and Request for Proposal (RFQ-RFP) document may be downloaded from the website of HUDA www.huda.gov.in or obtained from the office of Executive Engineer, HUDA, division No-V, Gurgaon on payment of **Rs.10,000/-** towards cost of RFQ-RFP document. The payment of cost of RFQ-RFP document (Non-refundable) shall be made by a Demand Draft drawn on any Indian scheduled bank/ Indian branch of foreign bank in favour of **“Executive Engineer, HUDA, Division No-V, Gurgaon” payable at Gurgaon .**

The schedule for processing of this RFQ-RFP document has been prescribed in the RFQ-RFP document. The sale of RFQ-RFP document shall start from **25.01.2010** or can be downloaded from the official web site of HUDA after 26.01.2010 and RFQ-RFP document complete in all respects along with the cost of RFQ-RFP document, if downloaded from the website, should reach the office of **Executive Engineer, HUDA, Division No-V, Gurgaon** latest by 09.02.2010 before 1500 HRS.

Applicant must provide the contact, address and telephone numbers.

Haryana Urban Development Authority reserves the right to reject any or all RFQ-RFP submissions and to cancel the RFQ-RFP process altogether without assigning any reason whatsoever.

(V.K Sheokand)
Executive Engineer,
HUDA Division No -V,
Gurgaon
#0124-2381140
Email-xen5.ggn@gmail.com

RFQ-RFP document issued to :

Name of the Firm/Company

Address of the Firm/Company
.....
.....
.....
.....
.....

Contact Person

Phone No:

Email:

Executive Engineer
Haryana Urban Development Authority
Division No. V, Gurgaon.
0124.2381140
Email- xen5.ggn@gmail.com

DISCLAIMER

The information contained in this Request for Qualification and Request for Proposal Document ("RFQ-RFP") or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of HARYANA URBAN DEVELOPMENT AUTHORITY (HUDA) (hereinafter collectively referred to as the "Authority") or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ-RFP and such other terms and conditions subject to which such information is provided.

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

The Authority, their 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-RFP or otherwise, including the accuracy, reliability or completeness of the RFQ-RFP and any assessment, assumption or information contained therein or deemed to form part of this RFQ-RFP or arising in any way with pre-qualification of Applicants for participation in the Bidding stage.

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

The issue of this RFQ-RFP does not imply that the Authority is bound to select and shortlist pre-qualified Applications for Bidding stage or to appoint preferred bidder, as the case may be, for the Project (s) and reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

GLOSSARY

Applicant(s)	As defined in Clause 1.1.1
Application	As defined in the Disclaimer
Application Due Date	As defined in Clause 2.14.1
Authority	Haryana Urban Development Authority (HUDA)
Bid	As defined in Clause 1.1.1
Bidding Process	As defined in Clause 1.1.1
BOT	Build-Operate-Transfer
Consortium	As defined in Clause 2.2.1
INR	Indian Rupee
MOU	Memorandum of Understanding
Project	As defined in Clause 1.1.1
Qualification	As defined in Clause 1.1.1
Qualification Stage	As defined in Clause 1.1.1
RFQ-RFP	As defined in the disclaimer
SPV	As defined in Clause 2.2.5 (f)

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein

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HARYANA URBAN DEVELOPMENT AUTHORITY

1. INTRODUCTION

1.1 Background:

1.1.1 Haryana Urban Development Authority (HUDA) (the "Authority") has been set up by Government of Haryana under HUDA Act, 1977 as an apex body for planning the urban areas and its development in State of Haryana.

Gurgaon City, located at the southern periphery of Delhi, is fast becoming a Central Business District of NCR. Considering the phenomenal growth in the commuter traffic between and Gurgaon in the recent years, a metro rail corridor between Delhi and Gurgaon is under construction by M/s Delhi Metro Rail Corporation Ltd. which is likely to be operational by June, 2010. The terminal metro station of this route will fall in Sector-29, Gurgaon.

The projected population of Gurgaon is 37 lacs by 2021. There is parking problem in Gurgaon, which is the outcome of the growing imbalance between the demand and supply of space for parking stationary vehicles. Due to changing socio-economic status of citizens, the demand for parking space is increasing in both residential, as well as commercial areas. HUDA is desirous to improve the parking situation by developing efficient parking facilities. With this objective, construction of integrated multi level parking-cum-commercial infrastructure is proposed on Built, Operate and Transfer (BOT) basis at Sector-29, Gurgaon on an approximate area of 5 acres.

The Authority intends to pre-qualify suitable applicants and award the project who will be eligible for participation through an open competitive bidding process and in accordance with the procedure set out herein.

The successful bidder will be required to finance, design, and construct the integrated multi level parking-cum-commercial infrastructure on BOT basis at

Sector-29, Gurgaon. The concession period is 33 years which excludes the construction period of two years. The minimum ECS to be provided are 1500.

Brief description of Bidding Process:

The Authority intends to follow a 2-stage process (collectively referred to as the “Bidding Stage”) for selection of the preferred bidders for the Project. The first stage (hereinafter referred to as the “Qualification Stage”) of the process involves qualification (the “Qualification”) of interested parties\ consortiums (hereinafter referred to as “Applicants”). At the end of this stage, the Authority will announce pre-qualified Applicants whose financial bid shall be opened. For this purpose, the Applicants are required to submit the Request for Qualification (RFQ) in envelop-A along with required documents. It should also contain the cost of the RFQ-RFP documents if down-loaded from Web-site and earnest money of Rs.1.00 crore as mentioned in Clause No.1.2.1. The Applicant shall also submit the Request for Proposal (RFP) in envelop-B containing the Financial Bid only. (hereinafter referred to as “Bid”). Both the envelops shall be sealed separately and marked as envelop-A “Request for Qualification” and Envelop-B “Request for Proposal”. Both these envelops should be covered in an outer envelop which should be marked as **“Request for Qualification and Request for Proposal: Construction of Integrated Multi Level Parking-cum-Commercial Infrastructure in Sector-29.Gurgaon”**

GOI has issued guidelines (see Appendix-4) for disqualification 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 outlined in Appendix 1.

- 1.2.1 Applicants would be required to furnish the information specified in this RFQ-RFP. The RFQ-RFP document can be obtained on payment of Rs.10000/- or US\$250 (Non-Refundable) from the office of Executive

Engineer, HUDA, Division No. V, Gurgaon. In case the document is down-loaded from Web-site of HUDA www.huda.gov.in this amount shall be submitted along with the Application.

Application complete in all respect along with non-refundable cost of RFQ-RFP document, if downloaded from the website, should reach the office of Executive Engineer, HUDA, Division No. V, Gurgaon, Haryana in the format given in this document, latest by 1500 Hours on 09.02.2010.

The Application shall be accompanied by Earnest Money of Rs.1.00 Crore (Indian Rupees One Crore) in the form of crossed Demand Draft/Bank Guarantee in the format given in Annexure-5, drawn on a scheduled bank in India/Indian branch of foreign bank in favour of Executive Engineer, HUDA, Division No. V, Gurgaon Payable at Gurgaon and shall be valid for 180 days beyond the Application Due Date specified in Clause 2.14 of this document. The application shall be rejected if is not accompanied by earnest money. Earnest Money shall be forfeited under any of the following circumstances :-

- i) if the Applicant withdraws his Application during the period of Application validity specified in this document ; or
- ii) if the Applicant refuses to accept the corrections of errors in his Application; or
- iii) if the Applicants having been notified of the acceptance of his Application by the Authority during the period of Application validity, fails or refuses to enter into a formal agreement within 60 days.

Bid of only those companies or consortia that are pre-qualified by the Authority shall be opened for the Project.

1.2.2 The project will be awarded to the pre-qualified applicant who shall pay the maximum annual license fee to HUDA and provide the maximum number of ECS, The minimum reserve price of license fee is Rs.2.00 crores per annum (to be escalated @ 10% after every three year compounded till the expiry of concession period) and minimum ECS to be provided are 1500. In case a bidder quotes less license fee or provide less ECS, his quote shall be straightway rejected. In case the

bidder quotes for higher license fee than the reserve price and provide the higher ECS than 1500 his financial bid shall be evaluated as per formula given below:-

Financial load of extra ECS will be given @ Rs.10,000/- per ECS.

For example if a bidder 'A' offers annual license fee of Rs.3.00 crores and offers 1600 ECS.

Then his financial bid will be evaluated as under:-

Annual license fee	Rs.3.00 crores
Extra on account of ECS 100x10000	Rs.0.10 crores
Total	Rs.3.10 crores

If the other bidder 'B' quotes the annual license fee of Rs.2.80 crores and provided ECS of 2000 in that case his financial bid will be evaluated as under:-

Annual license fee	Rs.2.80 crores
Extra on account of ECS 500x10000	Rs.0.50 crores
Total	Rs.3.30 crores

In such a case the bidder 'B' shall be awarded the project.

Note:

The licence fee quoted shall be escalated at the rate of 10% after every 3 year compounded till the expiry of concession period.

1.2.3 The 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 the Bids for implementation of the Project.

1.2.4 If any bidder modify or withdraw his bid subsequently after the submission of bid, his earnest money will be forfeited.

Schedule of Bidding Process

1.3. The Authority would endeavour to adhere to the following schedule:

	<u>Event Description</u>	<u>Estimated Date</u>
	<u>Qualification Stage</u>	
1.	Sale of RFQ-RFP Document	25.01.2010
2.	Last date for receiving query RFQ-RFP document	05.02.2010
3.	Pre-Application Conference	At 3.00 pm on 10.02.2010. in the room No .105 of Sr. Account Officer, Office of the Administrator, HUDA, Sector-14 Gurgaon
4.	Authority response to queries	Executive Engineer, HUDA, Division No. V, Gurgaon.
5.	Application Due Date	09.02.10 at 3.00 PM which will be opened at PM 3.00 PM 10.02.2010. in the room No .105 of Sr. Account Officer, Office of the Administrator, HUDA, Sector-14 Gurgaon in the presence of applicants who want to be present.
	<u>Bid Stage</u>	
1	Announcement of pre-qualified Applicants	To be advised
2	Opening of Bids	To be advised

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

Scope of Application

- 2.1.1 The Authority wishes to receive Applications for Qualification to shortlist experienced and capable Applicants.
- 2.1.2 The Bids of short listed Applicants would be subsequently opened.

Eligibility of Applicants

- 2.2.1 (a) The Applicant for pre-qualification may be a single entity or a group of entities (hereinafter referred to as "Consortium"), coming together to implement the Project. However, no Applicant applying individually can be member of any Applicant Consortium. The term Applicant used hereinafter 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 in the form of 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. All Applicants found to have a conflict of interest shall be disqualified. Without limiting the generality of above, an Applicant may be considered to have a conflict of interest with one or more parties this application process, if:
- (i) Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; or
 - (ii) A constituent of such Applicant is also a constituent of another Applicant; or
 - (iii) Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or

- (iv) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (v) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
 - (vi) An Applicant has participated as a consultant to the Authority in the preparation of the design or technical specifications of the Project that is the subject of the Application.
- (d) An Applicant shall be liable to disqualification if the legal, financial or technical advisers of the Authority in relation to the Project(s) are engaged by the Applicant in any manner for matters related to or incidental to such Project(s).

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

A) Technical Capacity:

1. The bidder must have satisfactorily completed at least one multi storey commercial parking complex of Rs.50.00 crores during the last 3 years ending 31.3.09.
2. The bidder must have turnover of Rs.100.00 crores during each of the last 3 years ending 31.3.09 in the field of construction of commercial complexes including similar projects of multi level parking.
3. The bidder should have experience of managing and developing commercial/parking space not less than 50,000 sq.mtr. during the last 3 years.

The Applicants are required to submit the details of their Technical Qualifications as per Annexure-6.

(B) Financial Qualification:

The Applicant shall fulfil the following minimum criteria based on last three years of their audited annual reports and shall submit details as per Annexure-7.

(i) Net Worth

The Applicant should have a net worth of INR 50.00 Crore based on the audited balance sheet of the financial year 2008-09.

Net Worth = (Paid up equity + Reserves) – (Revaluation Reserves + Misc. Expenditure not written off and accrued liabilities)

(ii) Annual Turnover

The Applicant should have turnover of Indian Rs.100.00 Crore during each of the last 3 years ending 31.3.09 in the field of construction of commercial complexes including similar projects of multi level parking based on the audited balance sheet.

In case of consortium the technical capacity, net worth and annual turnover of those members who have an equity share of atleast 51% each in such consortium should satisfy above eligibility criteria.

Applicant shall submit audited balance sheets of financial years 2006-07, 2007-08 and 2008-09 in support of his statement.

2.2.3 The Applicants shall enclose with its application:

- (i) Certified Audited Annual Financial statements (certificate from its statutory auditors in case certified Audited Annual Financial statement is not available) or the concerned client(s) stating the payments received or works commissioned, as the case may be, during the past 3 years in respect of the project specified in paragraph 2.2.2(A) above. In case a particular job / contract has been jointly executed by the Applicant (as part of a consortium), he should further support his claim for the share in work done for that particular job / contract by producing a certificate from its statutory auditor or the client.
- (ii) Certified Audited Annual Financial statements (certificate from its statutory auditors in case certified Audited Annual Financial statement is not available) specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth. For the purposes of this RFQ-RFP,

net worth (the “Net Worth”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and accrued liabilities.

2.2.4 The Applicant should submit a Power of Attorney as per the format enclosed at Appendix 2, authorizing the signatory of the Application to commit the Applicant.

2.2.5 Where the Applicant is a Consortium, it should comply with the following additional requirements:

- (a) Number of members in a consortium would be limited to 4 (four).
- (b) 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, who shall have an equity share of at least 51% in the Consortium. The nomination(s) shall be supported by a Power of Attorney as per the format enclosed at Appendix 3 signed by all the other Consortium members;
- (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 any of a particular Applicant /consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
- (f) The parties to a Consortium shall be required to form an appropriate Special Purpose Vehicle (“SPV”), incorporated under the Companies Act, 1956, to execute the Project if awarded to the Consortium; and
- (g) Members of the Consortium shall enter into a memorandum of understanding (hereinafter referred to as MoU) for the purpose of making the Application and submitting Bid. The MoU shall, inter alia:

- (i) Convey the intent to form a SPV (as defined in clause (f) above), with shareholding/ownership equity commitments(s) in accordance with this RFQ-RFP, which would enter into the Agreement and subsequently carry out all the responsibilities as in terms of the Agreement, in case the Project is awarded to the Consortium;
- (ii) Clearly outline the proposed roles and responsibilities of each member at each stage;
- (iii) Commit the minimum equity stake to be held by each member; and
- (iv) Include a statement to the effect that all members of the Consortium shall till such time they incorporate an SPV and provide the specified performance security or bond, be liable jointly and severally for the execution of the Project in accordance with the terms of the Agreement.

Note: A copy of the MoU should be submitted along with the Application in the format given at Annexure-3 and Annexure-4. The MoU entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Application shall be considered non-responsive.

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

2.2.7 An Applicant / consortium member should in the last five years have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach by such Applicant\ Consortium member.

2.2.8 In computing the Technical Capacity, Net Worth and annual turnover of the Applicant/Consortium members, under Clauses 2.2.2(A) and 2.2.2(B) the Technical Capacity and Net Worth of lead member would be eligible.

2.2.9 The following conditions shall be adhered to while submitting an Application;

- (i) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexure is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information.
- (ii) Information supplied by an Applicant (or other constituent member if the Applicant is a Consortium) must apply to the Applicant or constituent member named in the application and not, unless specifically requested, to other associated companies or firms.

2.2.10 While Qualification is open to persons from any country, the following provisions shall be applicable:

- (a) Where, on the date of the Application, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Applicant or any of the constituents of a Consortium is held by persons resident outside India or where an Applicant or any of the constituents of a Consortium 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 not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control [by persons resident outside India] in or of the Applicant or any of the constituents of a Consortium;

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 Trust 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, 1997.

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

2.3 Change in Consortium composition

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

2.3.2 Change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:

- (a) the modified Consortium would continue to meet the Qualification criteria for Applicants;
- (b) 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 a member of any other Consortium/Applicant bidding for the Project; and
- (c) There is no change of Lead Member or in his role and responsibilities.

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 be required to submit a revised MoU before the due date of opening of Financial Bid.

2.4 Number of Applications

Each Applicant shall submit only one (1) Application, in response to this RFQ-RFP. Any Applicant, who submits or participates in more than

one Application will be disqualified and will also cause the disqualification of each of the Consortia of which it is a member.

2.5 Application and other costs

The Applicant shall be responsible for all of the costs associated with the preparation of its Application and its participation in either the Qualification Stage or the Bid Stage. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.6 Project inspection and site visit

2.6.1 Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the 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 or any other matter considered relevant by them.

2.6.2 It shall be deemed that by submitting the Application, the Applicant has:

- a. made a complete and careful examination of the RFQ-RFP;
- b. received all relevant information requested from the Authority, and
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ-RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6.1 above.

2.6.3 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ-RFP 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 any Application and to reject any or all Applications/Bids

2.7.1 Notwithstanding anything contained in this RFQ-RFP, 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 thereof.

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.

Such misrepresentation / improper response would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the highest bidder gets disqualified / rejected, then the Authority reserves the right to:

(i) invite the next Bidder to match the Bid submitted by the 1st Bidder;

OR

(ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

B. DOCUMENTS

2.8 Contents of the RFQ-RFP

This RFQ-RFP comprises the contents as listed below, and would additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Qualification

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Fraud and Corrupt Practice
- Section 4. Miscellaneous

Appendices / Annexures

1. Application
2. MoU between Consortium members.
3. Technical Qualification.
4. Financial Data.
5. Power of Attorney for signing of Application
6. Power of Attorney for Lead Member of Consortium
7. Guidelines issued by Dept. of Disinvestment

2.9 Clarifications

- 2.9.1 A prospective Applicant requiring any clarification on the RFQ-RFP may notify the Authority in writing or by facsimile and e-mail. The Applicants should send in their queries before the date mentioned in the Schedule of Bidding Process. The Authority would endeavor to respond to the queries within the specified period. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ-RFP Document without identifying the source of queries.
- 2.9.2 The Authority reserves the right not to respond to questions raised or provide clarifications sought, in its sole discretion. 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.

2.10 Amendment of RFQ-RFP

- 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-RFP Document by the issuance of Addenda.
- 2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ-RFP Document.
- 2.10.3 In order to afford the Applicants a reasonable time in which to take an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Application Due Date.

C Preparation and submission of Application

2.11 Language

The Applicant and all related correspondence and documents should be written in the 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 appropriate translations of the pertinent passages in the English language. 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

The Applicant shall provide all the information sought under this RFQ-RFP. The Authority would evaluate only those Applications that are received in the required format and complete in all respects.

2.12.1 The Applicant shall prepare one original set of the documents comprising the Application (together with originals/copies of documents required to be submitted along therewith pursuant to this RFQ-RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 2 (two) copies of the Application, marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

2.12.2 The Application and its copies shall be typed or written in indelible ink and the Applicant shall initial each page. All the alterations, omissions, additions, or any other amendment made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be hard bound.

2.12.3: Project proposal

A) Project Proposal

The Bidder would be required to furnish their Project Proposal alongwith technical bid and should provide a brief description of their understanding of the Project.

B) Project Layout and Design

3.1.2.1 The Bidder should provide project layout and design for each item under Project Facility and shall inter alia, include the following.(The provision of drawings,

where applicable and feasible, need be ONLY of preliminary and conceptual in nature, and of scale 1:200 layout 1:500.)

- (a) Conceptual Plan for the Parking Facility including the supporting preliminary designs and drawings for all the mandatory facilities as indicated in Schedule 2 of the draft Concession Agreement available at Annexure-9.
 - (b) Conceptual Plan for commercial development as applicable to the project and the proposed end-usage and areas;
 - (c) Architectural layout and area allocation for each facility such as
 - i) Parking Structure
 - ii) Entry and Exit Area for Parking Structure
 - iii) Pedestrian Paths and landscaping areas as applicable to the project
 - iv) Public convenience facilities
 - v) Commercial area as applicable to the project
 - vi) Auto Workshop.
 - vii) Other facilities;
 - (d) Traffic Safety and Traffic Management including Traffic Circulation Plan within and around the Parking Facility;
 - (e) Scheme, in a descriptive manner, for provision of Utilities (Lighting, water supply & drainage, fire services etc.);
 - (f) Contingency Plan including the Evacuation Plan, facility for retrieval in case of partial failure etc. and
 - (g) The detailed method statement justifying the methodology of execution proposed by the bidder. This shall include, inter-alia
 - (i) method & technique for manufacture (/sourcing) and transportation of the various project components.
 - (ii) method & technique for erection, testing and commissioning of the various project components – civil, structural, electrical, fire safety and the like.
 - (iii) construction methodologies – safety and environment friendliness – with special emphasis on the methodology adopted for an underground construction.
 - (iv) operations & management procedures, arrangements and tie-ups in that regard.
-

The Bidder shall ensure and demonstrate with clear and precise supporting documents that the technology chosen fulfills the below mentioned conditions:

- (a) Appropriate to the site and ground situation
- (b) Has a precedent for use in a project of similar nature and size
- (c) Is supported by the technology/service provider for design, supply, implementation and on going maintenance
- (d) Addresses all issues of safety, including fire safety, operational safety, and environmental safety
- (e) Does not add to circulation problems for pedestrians and traffic in the contiguous area

The Bidder shall also demonstrate that his proposal provides aesthetic appeal, and that the Layout and Designs are environmentally friendly and sustainable.

C) Plan of Implementation

The Bidders should provide their plan for implementation of the Project including an appropriate Time Activity Chart.

D) Resource Allocation

The Bidders should provide the plan for resource allocation for the Project viz. plant and equipment to be deployed, personnel at site etc. The bidder should also provide an indication of the

- (i) proposed arrangements for financial tie-ups – debt and equity - for the project,
- (ii) the extent of financial tie-ups, if any already achieved for the project at the time of bidding, *expressed as a percentage* of the total fund requirement envisaged for the project, and
- (iii) the aggregate equity contribution envisaged for the project, expressed again as a percentage of the total project cost. The capital resource deployment, viz., project cost & details thereof are NOT being requested under this submission and bidder's are strictly advised not to provide these details under this submission.

E) Method Statement

The Bidders should provide a concise Method Statement covering each of the following activities pertaining to the Project:

- (a) Parking structure technology
 - (i) Structural geometry, location, type of vehicles proposed to be parked, capacity, parking procedure, impact on environment, neighboring buildings, quality certification etc.
 - (ii) Entry and Exit Area plan and design
 - (iii) Calculations in support of maximum retrieval time and queuing taken for designing the parking facility
- (b) Building and Underground Civil Works
- (c) Details of electrical and electronic system for Parking Facility
- (d) Power backup system
- (e) Fire safety measures
- (f) Operation and Maintenance
 - (i) Operations and Maintenance Scheme for the Project facilities.
 - (ii) Demonstrate tie-ups with equipment supplier(s). In case of tie-up with Indian agents a copy of their collaboration agreements with the principals.
 - (iii) Manufacturing Capacity of the Supplier.

Note : Provide information in appendix 5 (A) & 5 (B) alongwith project proposal.

2.13 Sealing and marking of Applications

2.13.1 The applicants are required to submit the Request for Qualification (RFQ) in envelop-A along with required documents. It should contain the cost of the RFP documents if down-loaded from Web-site and earnest money of Rs. 1.00 crores as per Clause No.1.2.1. The applicant shall also submit the Request for Proposal (RFP) in envelop-B containing the financial bid only. Both the envelops shall be sealed separately and marked as envelop-A **“Request for Qualification”**. **Envelop-B “Request for Proposal”**. Both these envelops should be covered in an outer envelop and outer envelop shall clearly bear the following identification :-

**“Request for Qualification and Request for Proposal :
Construction of Integrated Multi Level Parking-cum-Commercial
Infrastructure in Sector-29, Gurgaon.**

2.13.2 Envelope-A shall contain:

- a) Project proposal as provided under Clause 2.12.3 above alongwith appendix 5 (A) & 5 (B).
- b) Application in the prescribed format (Appendix 1) along with supporting documents;
- c) Power of Attorney as per the format at Appendix - 2;
- d) Power of Attorney as per the format at Appendix 3, in case of Consortium;
- e) Copy of the MoU in case of a Consortium; Annexure 3-4.
- f) Technical Qualification as per Annexure - 6.
- g) Financial Data as per Annexure - 7.
- h) Copy of Memorandum and Articles of Association, if the Applicant/ Consortium member is a body corporate, and if a partnership then a copy of its partnership deed; and
- i) Copies of Applicant's / each Consortium member's duly audited balance sheet and profit and loss account for the preceding three years.

- j) Any other sector or project-specific requirement that may be specified by the Authority.

2.13.3 Envelope- B shall contain only the Financial Bid as per Annexure- 8.

2.13.4 The envelope shall be addressed to:

**ADDRESS: Executive Engineer,
HUDA, Division No. V, Gurgaon.
South City-I, Opp. H No. M-195, Gurgaon.**

2.13.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

2.14 Application Due Date

2.14.1 Applications should reach the Authority before 3:00 PM on 09.02.2010. (the Application Due Date), at the address provided in Clause 2.13.4 in the manner and form as detailed in this RFQ-RFP. Applications submitted by either facsimile transmission or telex will not be acceptable.

2.14.2 The Authority may, in exceptional circumstances and at its sole discretion, extend the Application due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applications.

2.15 Late Applications

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

2.16 Modification / substitution / withdrawal of Application

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 by the Application Due Date. No Application shall be modified, substituted, or withdrawn by the Applicant 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 material supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

Evaluation Process

2.17 Evaluation of Applications

2.17.1 The Authority would open the Applications at 3:00 PM. on 10.02.2010 in the room No. 105 of Sr. Accounts Officer, Office of the Administrator, HUDA, Sector-14 Gurgaon for the purpose of pre-qualification in the presence of Applicants who want to be present.

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 Only those Applicants who meet the eligibility criteria specified in Clause 2.2.2(A) and 2.2.2(B) above shall qualify for evaluation. Application of firms/ consortia who do not meet these criteria shall be rejected.

2.17.4 :Award of Project

A. The pre-qualified Applicants shall submit the Financial Bid in Annexure-8 as per procedure prescribed in Clause 2.13. The project shall be awarded to the pre-qualified Applicants who shall pay the maximum license fee and provide maximum ECS as per clause 1.2.2 of the RFQ-RFP.

B. The Successful Bidder:

- i) shall design, finance and construct the integrated multi level parking-cum-commercial infrastructure on BOT basis in Sector-29, Gurgaon as per technical details and other terms & conditions provided in the concession agreement attached at Annexure-9.
 - ii) Execute the Project, operate and maintain the project at his cost, duly following all safety and environment norms to the satisfaction of the concerned Agencies/State Govt./Central Govt.
 - iii) shall be allowed 20,000 sq.mtr. area for the development of commercial infrastructure such as workshop, car servicing/car washing area, retail shops and food courts.
 - iv) Obtain all approvals, clearance and sanctions of appropriate agencies/State Govt./Central Government.
 - v) Arrange for finance at its own strength.
 - vii) Get the system inspected by an independent Engineer as defined in the Concession Agreement.
-

- vii) Operate and maintain the Project through trained operation and maintenance personnel.
- viii) Keep the system and the approaches neat and tidy at all times.
- ix) Implement the Project in 2 years.
- x) shall arrange power supply during execution and during operation & maintenance.
- xi) shall be allowed maximum FAR of 400. Basement area shall be included in FAR.
- xii) shall not charge the parking fee and other charges more than as provided in the schedule-7 of the concession agreement.
- xiii) shall enter into concession agreement as per draft annexed at Annexure-9 within two month of the date of issue of letter of award.
- xiv) Submit a performance security of Rs.10 Crore (Indian Rupees Ten Crore) in the form of an Irrevocable Bank Guarantee, drawn on a scheduled bank in India/ Indian branch of foreign bank in favour of Executive Engineer, HUDA, Division No. V, Gurgaon payable at Gurgaon at the time of entering into Concession Agreement with the Authority. The performance security shall remain valid till completion of the Project.
- xvi) Shall submit a hand back guarantee of Rs.10.00 crores in the form of an irrevocable bank guarantee drawn in a scheduled bank in India/Indian branch of foreign bank in favour of Executive Engineer, HUDA, Division No. V, Gurgaon payable at Gurgaon at least 12 months before the expiry of concession period for due performance of its obligations relating to hand back of the integrated multi level parking-cum-commercial infrastructure facilities which shall remain valid for a period of 24 months after the expiry of concession period.

C. Other conditions :-

- (a) The lease period of the land to be given for the project will for 33 years which excludes the construction period of two years.
- (b) The license fee will be escalated @ 10% after every 3 year (compounded) upto the expiry of concession period. After the expiry of lease period of 33 years, the complete project alongwith structures will revert back to HUDA for further allotment for which the same bidding process will be followed and the first right of refusal will be given to the existing lessee. In case the existing lessee refuses to accept the offer, the same will be offered to the next highest bidder.

In case the lessee decide to discontinue the project permanently of its own or otherwise before the expiry of the lease period, in that case the whole of the project alongwith structures will revert back to HUDA.

2.17.5 Applicants are advised that prequalification 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 Qualification process or selection will be given.

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

2.17.7 The Authority reserves the right not to proceed with the Qualification procedure at any time without notice or liability and to reject any Application without assigning any reasons.

2.18 Confidentiality

Information relating 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 would require all those who have access to such material to treat the same in confidence. The Authority will 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.

2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Applications, the Authority will determine whether each Application is responsive to the requirements of the RFQ-RFP.

An Application shall be considered responsive if the Application:

- a. is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- b. is signed, sealed and marked as stipulated in Clause 2.13;
- c. is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4 and 2.2.5;

- d. contains all the information (complete in all respects) as requested in the RFQ-RFP;
- e. contains information in formats same as those specified in this RFQ-RFP; and
- f. is accompanied by the MoU (for Consortium), specific to the Project as stipulated in Clause 2.2.5(g).
- g. is accompanied by the Earnest Money and cost of RFQ-RFP documents as specified in Clause 1.2.1.

2.19.2 This RFQ-RFP document is not transferable.

2.19.3 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 Applications.

2.20 Clarifications

- (i) 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) shall be in writing.
- (ii) If an Applicant does not provide clarifications sought under Sub-Clause (i) 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.

Qualification and Bidding

2.21 Short listing and notification

After the evaluation of Applications, the Authority would announce a list of pre-qualified Applicants whose Financial Bid shall be opened. At the same time the Authority would notify the other Applicants that they have not been short-listed / pre-qualified. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.22 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. The Authority will not return any Prequalification Application or any information provided along therewith.

3. Fraud and corrupt practices

- 3.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Qualification process. The Authority shall reject an Application if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Qualification process.
- 3.2 For the purposes of this provision, the terms set forth are defined as follows:
- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Qualification process;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence the Qualification process;
 - (c) “coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the Qualification process;
 - (d) “undesirable practice” means establishing contact with any person connected with or employed in the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process and .
 - (e) “restrictive practices” 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.
-

4. Miscellaneous

- 4.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gurgaon shall have jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 4.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right to:
- (i) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or the dates or other terms and conditions relating thereto;
 - (ii) pre-qualify or not to pre-qualify any Applicant and/or to consult with any Applicant in order to receive clarification or further information;
 - (iii) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (iv) 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.
- 4.3 It shall be deemed that by submitting the Application, the Applicant agrees and release the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent whether present or future.
- 4.4 Any change in ownership of the Bidder, including any material change in the equity holding thereof, shall be subject to the provisions of Bid Documents.

APPENDIX 1
APPLICATION

To,

[Name and Address]

Dear Sir,

I/We,

_____ (Name of Applicant / Consortium) having examined the RFQ-RFP Document and understood its contents, hereby submit our Application for Qualification in respect of Construction of integrated Multi Level Parking-cum-Commercial Infrastructure in Sector-29, Gurgaon and certifying the following :-

1. All information provided in the Application and in the Appendices is true and correct and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three years, we / any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. I/We declare that:

- (a) I/We have examined and have no reservations to the RFQ-RFP Documents, including the Addendum(s) issued by the Authority.
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.2.1 (c) of the RFQ-RFP Document; and
 - (c) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the Qualification process.
7. 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 2.17.7 of the RFQ-RFP Document.
8. I/We believe the we/our consortium/proposed consortium satisfy(ies) the Net worth criteria and meet(s) the requirements as specified in the prequalification document and are/is qualified to submit a Bid in accordance with the guidelines for qualifications 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.
9. I/We declare that I/any member of the Consortium, am/is not a member of a/any other consortium applying for pre-qualification.
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
-

11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our CEO or any of our Directors/Managers/employees.
13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we would intimate the Authority of the same immediately.
14. The Statement of Legal Capacity as per format provided in Appendix 1 Annex. 2 and duly signed by us / respective applicants, who jointly satisfy the eligibility criteria, is enclosed.
15. I/We understand that the successful Bidder shall either be an existing company incorporated under the Companies Act, 1956, or shall incorporate itself as such prior to execution of the concession agreement.
16. _____(Name of Applicant)
hereby irrevocably waives any right it has 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

Thanking you,

Yours faithfully,

(Signature of the Designated Person)

(Name and designation of the Designated Person)

(Name of the Applicant / Lead Firm)

ANNEX – I

Details of Applicant

1.
 - (a) Name
 - (b) Country in incorporation
 - (c) Address of the corporate headquarters and its branch office (s), if any India
 - (d) Date of incorporation and / or commencement of business.
2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this Project [s].
3. Details of individual (s) who will serve as the point of contract / communication for the Authority within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-mail Address :
 - (g) Fax Number :
4. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Applicant :
 - Name :
 - Designation :
 - Address :
 - Phone No. :
 - Fax No. :
5. In case of a Consortium
 - a. The information above (1-4) should be provided for all the members of the consortium.

- b. A copy of the Memorandum of understanding as envisaged in Clause 2.2.5 (g) should be attached to the Application.
- c. Information regarding role of each member should be provided as per table below :

Sr. No.	Name of Member	Role * (Refer to Clause 2.2.5 (d))	Percentage of equity proposed to be held in the consortium (refer Clause 2.2.5 (c))
1.			
2.			
3.			
4.			

- * Specify whether the member will discharge the role of a Lead member, Technical member, Financial Member, Operating Member or other Member, as may be determined by the Applicant.

- d. The following information shall also be provided for each member of the consortium.

Name of Applicant / Constituent member of Consortium

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

6. A statement by the Applicant and each of the members of its consortium (where applicable) disclosing material non-performance or contractual non-compliance in past project, contractual disputes and litigation in the recent past is given below:

Appendix 1

Annex – 2

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Prospective Bidder/lead member of prospective Bidder).

Ref. Date:

To,

[Name and Address]

Dear Sir,

We hereby confirm that we / our applicants in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ-RFP process.

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 our behalf and has been duly authorized to submit the RFQ-RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

Authorised Signatory

For and on behalf of

**Please strike out whichever is not applicable*

ANNEXURE – 3

**MEMORANDUM OF UNDERSTANDING BETWEEN CONSORTIUM MEMBERS
FOR CONSTRUCTION OF INTEGRATED MULTILEVEL LEVEL PARKING-CUM-
COMMERCIAL INFRASTRUCTURE, SECTOR-29, GURGAON.**

This Memorandum of Understanding (MoU) entered into this _____ day of _____
2008 at _____

Among

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

Party of the First Part

And

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

Party of the Second Part

And

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

Party of the Third Part

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

WHEREAS the Haryana Urban Development Authority ("HUDA") has invited Request for Qualification and Request for Proposal (RFQ-RFP) for the construction of integrated Multilevel Level Parking-cum-Commercial Infrastructure, Sector-29, Gurgaon.

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

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

1. That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated. The parties shall, (till such time the SPV is incorporated and provide the specific performance security/bond,) be liable jointly and severally for the execution of the project in accordance with the terms of Agreement.

2. That the aggregate equity share holding of the Parties and their / his Associates, in the issued and paid up capital of the SPV shall be quoted for the full 100% of the cost of installation of all systems including rolling stock.
3. That the shareholding commitments shall be recorded in the final agreement and no changes shall be allowed thereof, except in accordance with the provisions of the agreement.
4. That the Parties shall carry out all responsibilities in terms of the agreement.
5. That the roles and the responsibilities of each Party at the stage of Application shall be as follows:
.....
6. That the minimum equity holding of each Party (in percentage term) in the SPV shall be as follows:

Name of the Party	Role	% of equity capital
.....
.....
7. That all the Members shall be jointly and severally liable for the execution of the Project in accordance with the terms of the RFQ-FP document and later on as per the agreement to be executed in case of award of the Project to us.
8. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
9. That this MoU shall be governed in accordance with the laws of India and courts in Panchkula shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

(party of the first part) (party of the second part) (party of the third part)

Witness:

- 1.
- 2.

ANNEXURE - 4

(In case of Consortium to be given separately by each partner)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s_____ nor any of its directors/ constituent partners have abandoned any contract awarded to us during last five years prior to the date of this application.
3. The undersigned also furnish(es) any conflicts of interest which might arise if the represented firm/ consortium is selected for the implementation of the project.
4. The undersigned also furnish(es) undertaking that none of the directors/ constituent partners of our firm have been declared by any court of law as proclaimed offenders and also that neither our firm nor any of its directors/ constituent partners have been convicted under any law for the offences punishable under Indian Penal Code, Negotiable Instruments Act or any Labour/employee beneficial legislation.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by Haryana Urban Development Authority to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Haryana Urban Development Authority.

Signed by an authorized officer of the firm

Title of Officer

Name of Firm

Date

ANNEXURE - 5

FORM OF BANK GUARANTEE FOR EARNEST MONEY

(IN LIEU OF Demand Draft)

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

KNOW ALL MEN by these presents that we _____ (Name of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto Haryana Urban Development Authority (HUDA) (hereinafter called the "Authority") in sum of Rs. 1.00 Crore (Indian Rupees One Crore) as earnest money with the application for _____ (Name of the project) for which payment well and truly to be made to the said Authority, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Applicant) (hereinafter called the "Applicant") has submitted his Application dated _____ (hereinafter called the "Application") for the construction of integrated Multilevel Level Parking-cum-Commercial Infrastructure in Sector-29, Gurgaon. (hereinafter called the "Project") in response to the Request for Qualification and Request for Proposal (RFQ-RFP) invited by the Authority (hereinafter called the "RFQ-RFP").

WHEREAS the Applicant is required to furnish a Bank Guarantee for the sum of Rs. 1.00 Crore (Indian Rupees One Crore) as Earnest Money against the Applicant's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have, at the request of the Applicant, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

- I. That the Authority may without affecting this guarantee grant time or other indulgence to or negotiate further with the Applicant in regard to the conditions contained in the said Application and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Authority and the Applicant.
- II. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Applicant.
- III. That this guarantee commences from the date hereof and shall remain in force till:
 - a. The Applicant, in case his Application is accepted by the Authority, executes a formal agreement; or

b. One hundred Eighty days after the due date of submission of Application;

whichever is earlier.

IV. That the expression "the Applicant" and the "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) if the Applicant withdraws his Application during the period of Application validity specified in the RFQ-RFP document, or
- (ii) if the Applicant refuses to accept the corrections of errors in his Application, or
- (iii) if the Applicant having been notified of the acceptance of his Application by the Authority during the period of Application validity, fails or refuses to enter into a concession agreement within 60 days.

We undertake to pay to the Authority up to the above amount upon receipt of his first written demand, without the Authority having to substantiate his demand provided that in his demand the Authority will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (i), (ii) or (iii) mentioned above, specifying the occurred condition or conditions.

V. Notwithstanding anything contained herein above our liability under this guarantee shall be restricted to Rs._____ (Rupees _____) and this guarantee shall remain in force till_____. Unless a claim is made on us before _____. All the claim under this guarantee shall be forfeited and we shall relieved of and discharged from our liabilities hereunder.

Signature of

SIGNATURE OF WITNESS

Authorized Official

of the Bank: _____

NAME OF WITNESS

Name of Official: _____

Designation _____

Address of witness

STAMP/SEAL OF BANK

ANNEXURE - 6

TECHNICAL QUALIFICATION

Name of Applicant:

S. No.	Qualification Criteria	Yes/ No
1.	Has the Applicant executed one project of Multi Story Commercial/Parking Complex wherein the contribution of the Applicant in the project is Rs. 50 Crore or more during the last 3 years ending 31.03.09.	
2.	Has the applicant possess the experience of managing and dealing commercial/parking space of 50000 sq. mtr. during the last 3 years ending 31.03.09. <i>(Refer to Clause 2.2.2A of RFQ-RFP document for details and attach separate certificate for each project in the prescribed format)</i>	
3.	Has the Applicant/any member abandoned any work in the last five years?	
4.	Has the Applicant/any member been blacklisted by any organization during the last five years?	
5.	Has the Applicant/any member been penalized by any organization for poor quality of work in the last five years?	
6.	Has the Applicant/any member been penalized for delay by any organization for poor quality of work in the last five years?	
7.	Has the Applicant been involved in frequent litigations with the Government in the last five years?	

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name of the Applicant/Lead Firm)

Notes: A "NO" answer to any of the questions 1 to 2 and a "YES" answer to any of the questions 3 to 7 will disqualify the Applicant.

FORMAT OF CERTIFICATE FOR WORK EXPERIENCE

(TO BE SUBMITTED SEPARATELY FOR EACH CLAIMED PROJECT)

Certificate from Certified Auditor

This is to certify that _____ (*name of the Applicant/Member*) is/ was an equity shareholder in _____ (*title of the project company*) and holds/ held Rs. _____ Crore of equity (which constitutes _____%¹ of the total paid up and subscribed equity capital) of the project company from _____ (*date*) to _____ (*date*).

(a) The said single project is of (a) construction of commercial complex including similar project of multi level parking _____ (*specify*) wherein the contribution of the Applicant in the project (made payment/ received payment¹) has been Rs. _____ Crore² out of the total project cost of Rs. _____ Crore (*specify project cost*) during the last 3 years ending on 31.03.09.

(b) The said project(s) is of development and managing of commercial/parking space wherein the contribution of the applicant in the project _____ specify (construction of space in Sq. Mtr.) has been _____ sq. mtr.³ during the last 3 years ending on 31.03.09.

Authorized Signatory

Notes:

¹ Should be 51% or more

² should be Indian Rs. 50.00 Crore or more

³ should be 50000 sq. mtr. or more.

ANNEXURE - 7**FORM OF APPLICATION FOR FINANCIAL DATA FOR CONSTRUCTION
OF INTEGRATED MULTI LEVEL PARKING IN SECTOR-29, GURGAON.****Name of the Applicant :****TABLE 1***(To be submitted for each member)***Name of the member:**

S No.		Financial Data for 3 Years (In INR or any other Currency)		
		YEAR 2006-07	YEAR 2007-08	YEAR 2008-09
1.	Paid up capital			
2.	Reserves			
3.	TOTAL(1+2)			
4.	Revaluation reserves			
5.	Misc.expenditure not written off			
6.	Accrued liabilities			
7.	TOTAL(4+6)			
8.	Net worth(3-7)			
9.	ANNUAL TURNOVER			
10.	AVERAGE ANNUAL CASH ACCRUAL			

Attached copies of the audited balance sheets, including all related notes, income statements for the last three years, as indicated above, complying with the following conditions:

- Financial statements must be audited by a certified accountant
- Financial statements must be complete, including all notes to the financial statements
- Annexure 7 to be certified by qualified Chartered Accountant
- Financial data of each year submitted in foreign currency shall be converted to Equivalent INR at the exchange rate of RBI prevailing on 31st March of the respective year or the date of closing of financial year.

TABLE 2**Name of the Applicant:**

	% Participation	Networth for the FY 2008-09	Turnover for the FY from 2006-07 to 2008-09
--	------------------------	--	--

Member 1**Member 2****Member 3****CALCULATED FOR THE APPLICANT**

Qualification Criterion	> INR 50.00 Crore	> INR 100.00 Crore
--------------------------------	-----------------------------	------------------------------

Qualification (Yes/ No)**Audited balance sheets of FY 2006-07,
2007-08 and 2008-09 submitted for each
member (Yes/ No)**

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name of the Applicant/Lead Firm)

APPENDIX – 2

POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We.....
(name and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to our prequalification and submission of our bid for the construction of integrated Multilevel Level Parking-cum-Commercial Infrastructure in Sector-29, Gurgaon. Project being developed by the Haryana Urban Development Authority (HUDA) (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid(s), 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 till the entering into of the Agreement with the Authority

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be 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,2008

Appendix 2

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For

(Signature)

(Name, Title and Address)

Witnesses:

- 1.
- 2.

[Notarized]

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *To be executed by all the members individually, in case of a Consortium.*
- *The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX 3 POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the Haryana Urban Development Authority (HUDA) (the Authority) has invited applications from interested parties for the construction of integrated Multilevel Level Parking-cum-Commercial Infrastructure in Sector-29, Gurgaon.

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 and Request for Proposal document (RFQ-RFP) in respect of the Project, and

Whereas, it is necessary under the RFQ-RFP document 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 -----, M/s ----- having our registered office at -----, and ----- having our registered office at -----, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby designate, nominate, constitute, appoint and authorize 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 authorize the Attorney to conduct all business for and on behalf the Consortium and any one of us during the bidding process and,

Appendix 3

Page 2

in the event the Consortium is awarded the Contract, during the execution of the Projects, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or thins 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, participate in bidders and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of 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 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 lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2008

For

.....
.....

(Name & Title)

For

.....
.....

(Name & Title)

For

.....
.....

(Name & Title)

Appendix 3

Page 2

Witness:

- 1.
- 2.

.....

(Executants)

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

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

Appendix - 4

DEPARTMENT OF DISINVESTMENT GUIDELINES (OM No. 6/4/2001-DD-II)

**No. 6/4/2001-DD-II
Government of India
Department of Disinvestment**

**Block 14, CGO
Complex,
New Delhi
Dated 13th July, 2001**

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.

- (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 Expression 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 Director / 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

APPENIX-5 A

COMPLIANCE CHART FORMAT

The construction of Project Facilities shall be in accordance with the Development and Design Control Norms, Construction requirements and O&M requirements as spelt out in this RFP document read together with the Draft Concession Agreement, its Schedules. The Schedules 1, 2 and 4 of the Draft Concession Agreement, between them, captures the Development and Design Control Norms, Construction requirements and O&M requirements.

The bidder is required to stipulate in the last column, of table below, either A or B:

A. That the stipulations relating to Development, Design Control Norms and Construction and O&M requirements shall be complied with, OR

B. That the stipulations relating to Development, Design Control Norms and Construction and O&M requirements would have certain deviations

If the response under the last column of table below is B, then the Bidder is required to justify the necessity for the deviation in quantitative and qualitative terms in the last column of the table below.

HUDA reserves the right to accept in full or in part or reject the deviations. Bidders may note that, notwithstanding HUDA's acceptance, in part or full or rejection of the deviations provided below by the bidder, the bid shall be unconditional and there shall be no change in the techno - commercial bid. It may also be noted that, the fixed design parameter's, development control norms in schedule 1 of draft Concession Agreement and covenants mentioned under table 2.1 of clause 1.1 in schedule 2 of draft Concession Agreement should be strictly adhered to by the bidders

TECHNICAL PROPOSAL REQUIREMENTS - CHECKLIST FOR COMPLIANCE

S No.	Design/Output Parameter	Indicate A or B i.e., Compliance to/Deviation from related provisions in Schedules 1, 2 & 4 of the Draft Concession Agreement. ONLY where specified, bidder is required to mention the relevant detail against the particular parameter. If the Indication is B, i.e., if there is a deviation, then the <i>bidder is required to cite the related article and justify his deviation from the same</i>
A	Parking Facility	
1	Dimensions of the Parking Bay/slot (length and width) provided a) In the parking structure b) For on-street/Off-street surface parking	Related provision – Table 1.5, Schedule 1
2	Dimensions and weight of Vehicles considered in design of parking structure	Related provision – Table 1.5, Schedule 1
3	Maximum Depth of construction, below ground	Related provision – Table 2.1, Schedule 2
4	Maximum Height of the building	Related provision – Table 1.3, Schedule 1
5	Maximum clear height of each basement floor	Related provision – Table 2.1, Schedule 2
6	Maximum retrieval time of a vehicle in the parking structure (Time taken to bring a vehicle parked at the farthest point from the entry/exit area to the entry /exit point from where the vehicle can be driven out of the building)	Mention detail Related provision – Table 2.1, Schedule 2
7	Number of Entry and Exit bays provided	Related provision – Clause 1.4.1, Schedule 2
8	Number of Automated entry and exit controls with/without ticketing counters provided	Related provision – Clause 1.4.1, Schedule 2
9	Number of car lifts provided in the parking structure a) For entry (parking) b) For Exit (retrieving)	Related provision – Table 2.1, Schedule 2
10	Details of Ramps provided a) Number of ramps b) Gradient of the ramp/s c) Width of drive way d) Turning radius of driveway e) Helical length turning radius	Related provision – Table 2.1, Schedule 2
11	Queue length per entry bay during peak demand period	Mention detail Related provision – Clause 1.4.1, Schedule 2
13	Details of Public Convenience Facilities (PCFs) provided, viz., Number of PCFs, number of urinals, WC, hand wash etc for Male and females	Related provision – Table 1.2, Schedule 1
B	Parking Technology (if automatic/semi automatic parking systems are offered)	Mention the category whether Automatic/ Semi automatic/ Manual

1	Name of the parking system	Mention detail
2	Name of Technology supplier and Country of Origin	Mention detail
3	Number of projects of similar nature as the one proposed, and Total ECS, that has been executed by the supplier: a) in India b) abroad	Mention detail
4	Number of years of operation of the technology provided	Mention detail
5	If Technology provider is a foreign firm, details of the arrangement for maintenance and servicing they have in India	Mention detail
6.	Auto Workshop	Mention detail
C	Commercial Facilities	
1	Proposed end use of commercial area	Mention detail
D	Design & Development Control Norms	
	a) Ground coverage b) FAR c) Height of the Building d) Total Plinth area e) Minimum set backs provided for building f) Setbacks maintained for basement g) Ratio of Commercial area to Parking Area in the Parking cum Commercial structure	Related provision – Table 1.3, Schedule 1
E	Utilities	
1	Electrical a) Total Installed Power requirement for Parking structure (in KW and KVA) b) Total Installed Power requirement for commercial area (in KW and KVA) c) Generator back up provided (in KVA) for parking structure d) Generator back up provided (in KVA) for commercial area	Mention detail Related provision – Clause 1.2.1, Schedule 2
2	Air conditioning & Ventilation a) Number of air changes per hour in parking structure (if different for basement and other levels, please provide for both separately)	Mention detail Related provision – Clause 1.4.1, Schedule 2
3	Water supply a) capacity of water storage facility provided b) Capacity of water storage facility provided for fire fighting	Mention detail Related provision – Clause 1.4.1, Schedule 2

4	Lighting – illumination level (lux) provided a) Parking areas b) Ramps c) Roofs d) Entrance & exit Areas for Parking e) For external lighting f) Pedestrian Movement Area g) Stairways h) Toilets i) Food plaza	Mention detail Related provision – Clause 1.2.1, Schedule 2
---	--	---

 (Name of the Bidder⁸)

 (Signature of the Authorized Person)

 (Name of the Authorized Person)

⁸Names of all members in case of Consortium

APPENDIX 5 B**TECHNICAL DETAILS**

SI No.	Design/Output Parameter	Mention, in quantitative terms, the details, as has been reckoned behind the Techno-Commercial Bid Support, wherever appropriate, with Detailed Technical Drawings.
A	Parking Facility	
1	Number of ECS accommodated within the parking structure	
2	Number of ECS within the parking structure that can accommodate SUVs	
3	Number of ECS accommodated as Surface Parking. (Append Plan for Surface Parking Areas as proposed)	HUDA retains the right to review this number ⁹
4	Number of ECS provided for the Physically challenged/aged within the parking structure	
5	Area per ECS provided a) In Basement levels of parking structure b) In other levels of the parking structure c) For on-street/Off-street surface parking	
6	Dimensions of the Parking Bay/slot (length and width) provided c) In the parking structure – level wise d) For on-street/Off-street surface parking	
7	Dimensions and weight of Vehicles considered in design of parking structure	
8	Number of levels of parking a) below ground level b) ground level parking, if provided for c) above ground level	
9	Floor Plans for each level of parking that has been provided – basement, at ground and above ground	
10	Maximum Depth of construction, below ground	
11	Maximum Height of the building	
12	Maximum clear height of each basement floor	
13	Maximum retrieval time of a vehicle in the parking structure (Time taken to bring a vehicle parked at the farthest point from the entry/exit area to the entry /exit point from where the vehicle can be driven out of the building)	Support this parameter detailed calculations. with
14	Number of Entry and Exit bays provided	

15	Number of Automated entry and exit controls with/without ticketing counters provided	
16	Number of car lifts provided in the parking structure c) For entry (parking) d) For Exit (retrieving)	
17	Details of Ramps provided f) Number of ramps g) Gradient of the ramp/s h) Width of drive way i) Turning radius of driveway j) Helical length turning radius	
18	Queue length per entry bay during peak demand period	Support this parameter detailed calculations. with
19	Total area of parking structure (provide floor/level-wise and sum total)	
B	Commercial Facilities	
1	Floor plan for each level of commercial space that has been provided	
2	Total commercial area provided in parking cum commercial structure	
3	Ratio of commercial area to Parking area in the commercial cum parking structure	
C	Design & Development control Norms	
	Ground coverage FAR Height of the Building Total Plinth area Minimum set backs provided Setbacks maintained for basement Ratio of Commercial area to Parking Area in the Parking cum Commercial structure	

⁹ HUDA's decision in this regards shall be final and binding on the Bidder

ANNEXURE - 8

FINANCIAL BID

**FINANCIAL BID FOR CONSTRUCTION OF INTEGRATED MULTI LEVEL
PARKING-CUM-COMMERCIAL INFRASTRUCTURE IN SECTOR-29,
GURGAON.**

(TO BE SUBMITTED IN A SEPARATE SEALED ENVELOP-B)

1. I/We offer to pay the Haryana Urban Development Authority the annual concession fee of Rs._____crores which shall be escalated at the rate of 5% per annum compounded till the expiry of concession period.
2. I/ We offer to provide the ECS of_____
3. I/We confirm that my/our offer is unconditional and without any deviations or additional terms & conditions.

Authorised Signatory

With Date and Stamp