

**Haryana State Industrial & Infrastructure
Development Corporation (HSIIDC)**

Request for Proposal (RFP)

for

Selection of Developer / Project Company

for

**Joint Development of approximately 1,292 acres of
Land in Sohna on PPP Mode**

April 2018

Section 1
Instructions to Bidders (ITB)

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of the Haryana State Industrial & Infrastructure Development Corporation (“HSIIDC” or “Authority”), or any of its employees, representatives, advisors or Consultants is provided to Bidder(s) on the terms and conditions set out in this RFP and any other terms and conditions subject to which such information is provided.

The RFP contains brief information for the selection of Developer / Project Company, through a competitive Bid Process, for Development of approximately 1,292 acres of Land near Sohna on PPP (herein referred to as “Project”). The purpose of this RFP is to provide the Bidder(s) with information that may be useful to them in the formulation of their bids (including Financial Bids) (the “Bids” or “Proposal”) pursuant for this RFP and for no other purpose.

This RFP is not a contract and is not an offer or invitation to any other party. The purpose of this RFP is to provide the Bidders with information to assist the formulation of their Proposal submission. This RFP does not purport to contain all the information each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for HSIIDC and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any contract or arrangement relating to the proposed Project.

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

The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

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

Neither the information in this RFP nor any other written or oral information in relation to the Bid Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

HSI IDC and also its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

HSI IDC and also its advisors may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bid Process.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HSI IDC or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by HSI IDC. All such costs and expenses will be incurred and borne by the Bidder and the HSI IDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bid Process (hereinafter defined).

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of HSI IDC or to any other person in a position to influence the decision of HSI IDC for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as HSI IDC may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with RFP, the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential.

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Project Summary

S.No	Parameters	Details
1	Project Title	Joint Development of approximately 1,292 acres of Land near Sohna on PPP
2	Location	District Nuh, Haryana, India (National Capital Region) <ul style="list-style-type: none"> ~50 km from IG International Airport, New Delhi (Refer Schedule 1 of the Contracts for details)
3	Authority or HSIIDC	Haryana State Industrial & Infrastructure Development Corporation
4	Project Land area	1,292 acres (Refer Schedule 2 of the Draft Contract for details)
5	Scope of Work	The Developer / Project Company shall be required to: <ul style="list-style-type: none"> Design and plan the Project. Construct and develop plots, along with necessary internal infrastructure within the Project. Market and sale of developed plots. Operate and maintain the Project for the duration of the Contract Period. Transfer the possession of Project Land (unsold) to HSIIDC after expiry of the Contract Period along with existing infrastructure
6	PPP Format	Joint Development
7	Contract Period	12 years from the Appointed Date
8	Consortium / Joint Venture	Allowed (Upto a maximum of 3 (three) partners / members)
9	Appointed Date	The date of Issuance of compliance certificate after fulfilment of Conditions Precedent by both the parties. (Refer Draft Contract for details)
10.	Financial Covenants	Bid Security: INR 25 crore (Rupees Twenty-Five Crore Only) (Refer Clause 3.25 for details)
		Performance Security: INR 100 crore (Rupees One Hundred Crores Only) (Refer Clause 3.25 for details)
		Upfront Advance: INR 250 crore (Rupees Two Hundred Fifty Crore Only), payable within 10 days from the signing of the contract. The Selected Bidder shall be entitled to adjust the Bid Security from the Upfront Advance. (Refer Clause 2.25 for details)
		HSIIDC Fixed Revenue Share: INR 1,311 crores (One Thousand Three Hundred and Eleven Crores) payable within 7 years from date of signing of Contract. (Refer Clause 3.25 and as per Draft Contract)
		HSIIDC Variable Revenue Share: (A) From Land Sales (B) From Other Sources (Refer Clause 3.25 for details and as per Draft Contract)
		HSIIDC Variable Revenue Share – Bid variable* (Refer Clause 3.25 for details) *reserve value (the start of e-auction) for the bid variable shall be 5% and shall be incremented by 0.5% or its multiple by the participants of e-auction
11	Contracts or Project Documents	(i) Contract to be executed between the Project Company and HSIIDC; (ii) State support agreement to be executed between the Project Company, state government of Haryana and HSIIDC

Important Dates

S. No	Milestone	Dates
1	Last date for receiving queries	25/04/2018
2	Pre-Bid Conference	30/04/2018
3	Proposal Due Date / Bid Due Date	25/05/2018

1 Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this RFP shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Annexures and used therein shall have the meaning ascribed thereto in the Annexures.

“Annual Net Cash Accruals” shall have the meaning as ascribed to in Clause 3.3.4

“Applicable Laws” shall mean all laws which are applicable to the Project and / or the Company extending to the State of Haryana, having been enacted or brought into force by Government of India or Government of Haryana including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any Court of Record, as may be in force and effect during the subsistence of this Contract.

“Appointed Date” shall mean the latter of the date of issuance of the Compliance Certificate to the Authority or Company on completion of Conditions Precedent and shall be deemed date of commencement of the Project Tenure. For the avoidance of doubt, every Condition Precedent shall have been satisfied or waived prior to Appointed Date.

“Associates” shall mean in relation to either Party and / or Joint Venture (JV) partners, a person who controls, is controlled by, or is under the common control with such Party or Joint Venture (JV) Member. As used in this definition, the expression “control” shall mean with respect to a person which is a corporation, the ownership, directly or indirectly, of more than 50% of the voting shares of such person, and with respect to a person which is not a corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

“Authority” or **“HSIIDC”** shall mean Haryana State Industrial & Infrastructure Development Corporation Limited.

“Bid / Proposal” shall mean the Company's quoted Financial Proposal and Technical Proposal for the Project, including the Company's Proposal, submitted to the Authority and as accepted by the Authority.

“Bid Due Date” shall mean the last date to submit the bid (both online and physical) as mentioned in Clause 2.4 of this Document.

“Bid Security” or **“Proposal Security”** shall mean the security provided by the Selected Bidder to HSIIDC along with the Bid / Proposal in the sum of INR 25 Crore (Rupees Twenty Five crore) in accordance with the Instructions to Bidders (ITB) and which is to remain in force until adjusted in the upfront advance.

“Bid Variable” shall mean the revenue share percentage quoted by the Selected Bidder at the time of e-auction. The bid will start at 5% with incremental value of 0.5% or its multiple

"Business District" shall have the meaning ascribed to it as mentioned in Clause 3.3.3 of this Document.

"Buyer/Purchaser" shall mean any Purchaser of a Developed Plot pursuant to Relevant Sale Documentation and subsequent Sale/Conveyance Deed

"Company" or **"Project Company"** shall mean the Special Purpose Vehicle incorporated by the Selected Bidder for execution of this Project.

"Compliance Certificate" shall have meaning as ascribed in the Draft Contract.

"Concession Land Plots" shall have the meaning ascribed to it in the Contract.

"Conditions Precedent" shall mean the following conditions precedent to be satisfied by the HSIIDC prior to the issuance of the Compliance Certificate (i) the approval of the Layout Plan from HSIIDC, (ii) the approval of the zoning plan for the Project from HSIIDC, (iii) the original or certified true copy of a confirmation from MoEF that the environmental clearance issued to HSIIDC continues to be valid and effective (iv) consent to establish from the HSPCB for the Project under the Air Act and Water Act, and (v) due execution and delivery by HSIIDC of originals of the irrevocable PoAs in favour of the Developer/ Project Company and such PoA being in full force and effect; and (vi) delivery of possession of the Concession Land by HSIIDC to the Project Company.

"Consortium Member" shall mean any member of the consortium of companies, which have come together to form the Selected Bidder / Project Company.

"Contract" shall mean this Contract, its Recitals, the Schedules, hereto, the Letter of Award issued by the Authority, the RFP and any amendments thereto made in accordance with the provisions contained in this Contract.

"Day" shall mean calendar day, **"Month"** shall mean 30 (thirty) days and **"Year"** shall mean 365 days.

"Developed Plots" or **"Concession Land Plots"** shall mean the subdivided plots of Project Land designated for residential, commercial, industrial or any other use. Such subdivision shall be determined by the Project Company on or prior to any sale thereof as per the layout plan and amendments thereafter approved by HSIIDC as per Article 4.2 (i) and Article 7.3 of the Draft Contract.

"Development Rights" shall mean exclusive right and license to develop the Project Land as contemplated in the Layout Plan, including without limitation, all layout planning, master planning and design, infrastructure construction, engineering, development, procurement, operation and management, project finance-related activities and all monetization activities in respect thereof and shall have the meaning ascribed to such term in Article 3 of the Contract.

"Draft Contract" shall mean the Contract attached in the Section 2 of this document

"Eligible Project for Business District" shall have the meaning as described in Clause 3.3.3 of this Document.

"Eligible Project for Master Development" shall have the meaning as described in Clause 3.3.3 of this Document.

"Encumbrances" mean any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security, interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances or encroachments on the Facility where applicable herein.

"Equity" shall mean the sum expressed in Indian Rupees representing the equity share capital of the Company and shall include the funds advanced by any Consortium / Joint Venture (JV) Member or by any of the shareholders of the Company for meeting the equity component of the Total Project Cost.

"HSIIDC Fixed Revenue Share" shall have meaning ascribed to it in the Clause 3.25 of this Document. All such revenues paid to HSIIDC shall be exclusive of taxes.

"HSIIDC Variable Revenue Share" shall have meaning ascribed to it in the Clause 3.25 of this Document. All such revenues paid to HSIIDC shall be exclusive of taxes

"Minimum Payment Due" shall have the meaning as ascribed to in Clause 3.25 of this Document.

"Minimum Payment Due Date" shall have the meaning as ascribed to in Clause 3.25 of this Document.

"Government" shall have the meaning ascribed to it in Clause 3.3.3 of this Document

"Highest Bidder" shall mean as described in the Clause 2.3.2 of this Document.

"HSIIDC Authorized Representative" shall mean the person designated and authorized by Board of HSIIDC in writing from time to time and notified to the Project Company;

"INR" shall mean the Indian National Rupee, the lawful currency of the Republic of India;

"Lead Member" shall have the meaning as described in the Clause 3.5.2 of this Document.

"Local Authority" means a district / city / town council, municipality, municipal corporation or other government / statutory body or authority responsible for local government.

"Marketing" refers to identifying tenants or end users which enter into Agreement to Sell or Sale Agreements and execute Sale Deed with the Authority for developed land in the project developed during the Time Window.

“Master Developer”/ “Master Development”- Experience as a "Master Developer" or towards "Master Development" shall have the meaning as described in Clause 3.3.3 of this Document.

“Material Adverse Effect” shall mean consequences of events outside the control of the Affected Party which (a) render any right vested in a Party by the terms of this Contract ineffective, or (b) significantly impairs or frustrates the ability of any Party to observe and perform in a timely manner its obligations under this Contract, or (c) frustrates a material provisions of this Contract or any of the Project Contracts.

"Minimum Reserve Price for Industrial Plots" shall mean the minimum price per square meter at which Developed Industrial Plots may be sold to Purchasers, as determined and revised from time to time as per Article 5.5 (iii) of the Draft Contract.

“Net Worth” shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders)

“Party” shall mean any of the parties to this Contract.

“Performance Security” shall mean an irrevocable and unconditional guarantee from a Bank for an amount as defined in Clause 3.25 of this Document.

“PoA” shall mean the general irrevocable power of attorney executed or to be executed by HSIIDC in favour of the Project Company, in the form set forth Schedule 19 of Section 2 – Schedules to the Contract

“Possession “of the Concession Land, for the purpose of this project, shall mean handing over land to the Project Company only for the purpose of carrying out the Concession Development Rights as per Article 3 (*Concession Development Rights*) and the ownership of the Project Land will always continue to vest with HSIIDC, except the concession land plots sold to third party purchasers for which conveyance deed has been executed.

“Pre-Bid Conference” shall have the meaning ascribed to such term in Clause 2.5 of this Document.

“Project” means Design, financing, development, maintenance, marketing and sale of approximately 1,292 acres of Land near Sohna on PPP

"Project Land" shall have mean 1,292 acres of the undeveloped land in Sohna and as describes in the Schedule 1 of the Draft Contract.

“Project Tenure” shall mean the period, commencing from the Appointed Date, for which the concessions under this Contract are granted, and shall mean a period of Twelve (12) years.

“Proposal Validity Period” shall have the meaning as ascribed to in Clause 3.22 of this Document.

“Gross Revenues” shall mean all and any revenues generated from the Project and Project Land except O&M Charges as referred to in Clause 3.25 of this Document;

“O&M Charges” shall mean and include the charges levied by the Developer/ Project Company in lieu of the following services provided to the Buyers/ Purchasers of the Developed Plots:

- Security of the area and surveillance;
- Water Supply and its related operation and maintenance;
- Maintenance and upkeep of internal roads and riding surfaces;
- Solid waste management;
- Sewerage system, sewerage disposals and treatment plant operations and maintenance;
- Treatment of waste water;
- Maintenance of electrical supply network and upkeep of electrical installations;
- Maintenance of open spaces & horticulture;
- Maintenance and upkeep of fire-fighting equipment and facilities;

The O&M Charges mentioned above shall be levied for industrial, commercial, residential and other plots – O&M for a particular plot type would be uniform for all Buyers/Purchasers.

The revenue from O&M Charges levied to the Buyers/ Purchasers of Developed Plots shall not be more than 105% of the cost incurred to provide these services. The expenses incurred, and the Revenue collected as part of O&M Charges shall be audited by HSIIDC as and when required.

“Relevant Sale Documentation” shall have meaning as ascribed in Draft Contract.

“RFP” shall mean the Request for Proposal document issued by the Authority. The terms **“RFP”** and **“Request for Proposal”** are synonymous with **“Tender Documents”** and **“Bidding Documents”**.

“Sale Consideration” shall mean the total sale consideration received or to be received by the Project Company in respect of a sale of any Developed Plot pursuant to the Relevant Sale Documentation, including without limitation any progress payments and any other cash consideration received in respect of such sale, after deduction of applicable Statutory Payments, but shall exclude refundable booking fee received from the Purchasers;

“Schedules” mean the Schedules to this Contract.

“Scope of the Project” shall have the meaning ascribed to such term in Article 2 of the Draft Contract.

“Statutory Auditors” shall mean an independent, recognised and reputed firm of the chartered accountants duly licensed to practice in India acting as the Independent statutory auditors of the Company under the provisions of Companies Act, 1956 or 2013, including any statutory modification or re-enactment or replacement thereof, for the time being in force.

“Selected Bidder” shall mean the shortlisted bidder after evaluation as per RFP, to whom Letter of Award is issued by the Authority and as defined in Clause 4.4 of this Document.

“Tax” shall mean any tax, duty, levy, charge whatsoever charged, imposed or levied under Applicable Laws. Here, for this Project, the Company shall, at its own cost, pay all applicable existing and future taxes/ charges/ fees/ levies including the property tax, house tax, service tax, stamp duty, registration charges and any other charges payable/ leviable in respect of the said Project.

“Technically Qualified Bidder” shall mean as described in the Clause 3.3 of this Document.

“Third Party” shall mean any Person, real or judicial, or entity other than the Parties to this Contract.

“Time Window” shall have the meaning as described in Clause 3.3.3 of this Document.

“Upfront Advance” shall have the meaning ascribed to in Clause 3.25 of this Document.

2 Invitation for Proposal

2.1 Background

- 2.1.1 Haryana State Industrial & Infrastructure Development Corporation ("HSIIDC" or the "Authority") was constituted for promoting and accelerating the pace of industrialization, through development of infrastructure in Haryana. It is a nodal agency for development of industrial infrastructure in the state and has been successful in developing a number of industrial model townships and industrial estates at strategic locations across the state.
- 2.1.2 The Government of Haryana acquired land measuring ~1545 Acres for development of Industrial Model Township (IMT) at Sohna wide awards dated 21.05.2010, 31.05.2010 and 15.12.2016. The land parcel lying on the north of KMP Expressway has been earmarked for the purpose of this project (the "Project") and measures ~1406 acres [Project Land: 1292.14 acre; Orbital Rail Corridor: 34.36 acre; 100 m wide green belt: 79.63 acre].
- 2.1.3 With an objective to promote industrial and economic growth of Sohna, HSIIDC intends to develop the Project Land (~1,292 acres of undeveloped land) as a mixed-use industrial township (the "Project"). This RFP is for the selection of Developer / Project Company (the "Developer" or "Project Company") for the project execution which includes R&R plots.
- 2.1.4 R&R plots will not be sold by the developer.
- 2.1.5 For the purpose of this project, part of the land designated Orbital Rail Corridor (34.36 acre) and Green Belt (79.63 acre), collectively measuring 113.99 acre, shall also be maintained by the selected bidder.

2.2 Description of the Project

- 2.2.1 The Project comprises development of an undeveloped land of approximately 1,292 acres in the Nuh district of Haryana (the "Project Land"). The Project Land lies within National Capital Region (NCR) and is located near the junction of the NH-248A highway and the Kundli-Manesar-Palwal (KMP) Expressway, a major road connecting Kundli and Palwal via Manesar. The site is located ~40 km from the Indira Gandhi International Airport and is within ~50 km of major cities and landmarks of NCR including Delhi, Faridabad, Gurgaon, Noida and Sohna.
- 2.2.2 HSIIDC intends to develop the Project Land as a mixed-use industrial township on PPP model.
- 2.2.3 The Selected Bidder will be designated as the master developer, operator and manager of the Project Land for a Contract Period of 12 years and will enter into a Contract with the Authority for implementation of the Project. The Developer / Project Company shall be responsible to raise financing for this project, plan & design, construct and market the Project at its own cost.
- 2.2.4 HSIIDC will hand over the encumbrance-free Project Land to the Developer / Project Company upon execution of the Contract. However, the ownership of the Project Land will always continue to vest with HSIIDC, except the concession land plots sold to third party purchasers for which conveyance deed has been executed.

- 2.2.5 The Developer / Project Company shall not be entitled to mortgage or create any charge or lien on the Project Land. However, for the purposes of raising financing, the Developer / Project Company may grant security over specific project infrastructure (Water Treatment Plant, Sewage Treatment Plant and Electrical Sub-Station) created as part of the Contract.
- 2.2.6 HSIIDC shall construct and develop necessary external bulk infrastructure for availability and connection of bulk utilities (including water supply, solid waste management, storm water drainage etc.) till the boundary of the Project Land, cost of which will be reimbursed by Developer/Project Company to HSIIDC on a back to back basis within 30 days of receipt of invoice for a maximum of upto INR 300 Crores. Details of such external infrastructure and manner of payment are provided in the Draft Contract.
- 2.2.7 The Developer / Project Company shall be responsible for developing and marketing of the developed plots on behalf of HSIIDC and shall be entitled to sub-divide the Project Land into plots as per HSIIDC policies, TCP norms and other Design Standards set-out by relevant government bodies such as MoRTH/IRC, etc. prior to any sale / lease thereof. However, the Developer / Project Company shall not be entitled to sale of any built-up area on the Project Land.
- 2.2.8 The developed Plots earmarked for residential, commercial and other developments shall be auctioned and shall be allotted to the highest bidder, in accordance with the applicable policies of HSIIDC and as per the provisions of the Contract.

The plots designated for industrial use shall not be auctioned, but shall be sold through allotment at price mutually agreed with the buyer – subject to the Minimum Reserve Price for Industrial Plots as per the provisions of the Contract. At present, the rates of Industrial plots at Sohna have been fixed at INR 10,000 per sq.m. The minimum reserve price for industrial plot shall be increased annually at 7% from the price of the preceding year.

The rates of the plots of other categories will be as per provisions of EMP 2015 as revised from time to time.

In addition, Preferential Location Charges (PLC) shall be applicable on the plots lying under the category (as decided by HSIIDC) and shall be incurred by the purchasers of such plots.

The allotment and e- auction of Plots shall be made on a freehold basis in accordance with applicable laws.

- 2.2.9 The Developer / Project Company shall be required to submit a Detailed Project Report (DPR) within 90 (ninety) days of issuance of Letter of Award (LoA). The DPR should outline detailed design / configuration and specifications of the Project Infrastructure, schedule of Saleable Area, implementation and phasing schedule (as per contract), estimated project cost, among other details.
- 2.2.10 In lieu of the concession so granted, the Developer / Project Company shall be obligated to pay to HSIIDC, consideration as described in Clause 3.25 of this document.

2.2.11 A Project Information Memorandum (PIM) of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Project Information Memorandum shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project Information Memorandum

2.3 Brief Description of the Bid Process

2.3.1 This RFP contains information about the Project, the evaluation process, Proposal submission details and qualification requirements. All proposals would be evaluated in terms of financial and technical capacity of the Bidder. A Bidder can either be a single entity and its Associates or a consortium and their Associates.

2.3.2 Bids are invited for the Project on the basis of the highest Bid Variable offered by the Bidder to HSIIDC for implementing the Project. In this RFP, the term "Highest Bidder" shall mean the Bidder who is quoting the highest Bid at the time of e-auction.

2.3.3 A "Two Stage" Bid Process shall be followed for determining the Selected Bidder.

Step 1 – Qualification and Shortlisting

The Bidders are required to meet the following to qualify for the Project (**“Technically Qualified Bidder”**):

- a) Test of Responsiveness as per Clause 4.3
- b) General Eligibility as per Clause 3.2
- c) Minimum Eligibility (Technical Eligibility and Financial Eligibility) criteria, as set out in Clause 3.3.

Step 2 – E-Auction

Only the Technically Qualified Bidders would be allowed to participate in the e-Auction. The Technically Qualified Bidder quoting the highest Bid Variable shall be declared as the Selected Bidder.

2.3.4 The Bidders are required to submit the Bid as follows:

TECHNICAL PROPOSAL – Physical Form (in separate sealed envelope clearly marked as follows) as well as Online (as per Clause 3.17 & Clause 3.18).

“Technical Bid: Development of approximately 1,292 acres of Land near Sohna on PPP”
Submitted By: [..... Name of Bidder]

FINANCIAL PROPOSAL – Online Only

2.3.5 The physical copy of the Technical Proposal shall be submitted to the following address:

Managing Director,

**Haryana State Industrial and Infrastructure Development Corporation Limited
C13-14, Sector 6, Panchkula – 134109, Haryana**

- 2.3.6 The Technical Proposal shall be received at the above address on or prior to the Bid Due Date (as set out in Clause 2.4). Bidders can submit their Technical Proposal in physical form by hand delivery / registered post / speed post / courier, so as to reach the designated address within the stipulated deadline for submission.
- 2.3.7 The Online Bid shall have to be submitted on or before the Bid Due Date (as set out in Clause 2.4), as per guidelines given in Clause 3.18.
- 2.3.8 HSIIDC or any of its agencies / advisors shall not be responsible for any delay in receipt of Bids. Any Bid received after the Bid Due Date shall not be opened / evaluated and shall be deemed to be summarily rejected for all purposes.
- 2.3.9 HSIIDC reserves the right to reject / accept any or all Proposals without assigning any reason thereof.
- 2.3.10 The Selected Bidder, shall be issued a Letter of Award (LoA) and shall be required to submit an acceptance of the award within the given timeline.
- 2.3.11 Prior to execution of the Draft Contracts, the Selected Bidder shall incorporate (if not already incorporated for the Project or being implemented by the Selected Bidder) an appropriate special purpose vehicle company (the "SPV"), under the Companies Act, 2013, to execute the Contracts and implement the Project and such SPV (the "Developer" or "Project Company") shall be responsible for implementation of the Project under and in accordance with the provisions of the Contracts to be entered into between the Project Company and the Authority. If the Project is being implemented by the Selected Bidder, the Selected Bidder shall not have any business or operations other than the implementation and execution of the Project.
- 2.3.12 Notwithstanding anything contained in this RFP, in the event of any conflict or inconsistency between the provisions of this RFP and the Draft Contracts, the provisions of the Draft Contracts shall supersede and prevail over the provisions contained in this RFP.

2.4 Schedule of Bid Process

S. No.	Event Description	Date
1	Issue of Notice Inviting Tender (NIT)	05/04/2018
2	Release of RFP	08/04/2018
3	Last date for receiving queries	25/04/2018
4	Pre-Bid Conference	30/04/2018
5	Response to queries latest by	11/05/2018
6	BidDueDate(BothPhysical and Online)	25/05/2018 by 2.00 PM
7	Announcement of Technically Qualified Bidders	Within 10 days from Bid Due Date
8	E-Auction	Within 20 days from Bid Due Date
9	Declaration of Selected Bidder by the Authority	Within 45 days from Bid Due Date
10	Letter of Award (LOA)	15 days from the date of Declaration of Selected Bidder
11	Acceptance of LOA	Within 30 days of issue of LoA
12	Signing of Contract between HSIIDC & Selected Bidder	Within 45 days of Acceptance of LoA
13	Submission of DPR and deposit of Upfront Advance	Within 90 days of issue of LoA

2.5 Pre-Bid Conference

- 2.5.1 The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP or any other related issues. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bid Process.
- 2.5.2 The Bidders should note that any verbal response or information provided by the Authority during the Pre-Bid Conference is only for the information of the Bidders and shall not constitute part of the RFP.
- 2.5.3 A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. The date, time and venue of the Pre-Bid Conference shall be as stated in Clause 2.4 above:

Date: 30/04/2018

Time: 2.00 PM

Venue: Hotel Taj, Sardar Patel Marg, Diplomatic Enclave, New Delhi, 110 021.

2.6 Authority Authorized Representative

- 2.6.1 The Bidders may, during the Bid process, contact the HSIIDC Authorized Representative as below, for seeking any clarification. However, it may be noted, that only those clarifications, sought as per procedure laid out in Clause 3.12, shall be answered by the Authority. The

Authority, or any of its representatives, shall not be responsible for any other verbal clarifications / communications.

Managing Director,

Haryana State Industrial and Infrastructure Development Corporation Limited, C13-14,
Sector 6, Panchkula - 134109, Haryana

Phone: +91 172 2590324 / 2590475

Fax: +91 172 2590352 / 2590474

Email: mdhsiidchry@gmail.com with a copy to info@hsiidc.org.in

- 2.6.2 All queries / clarification requests sent by the Bidder, by e-mail, should also be marked to the Transaction Advisor at the following address:

Mr. Avtansh Ghai

M/S Feedback Infra (P) Ltd

Tel: +91 8860231460, +91 124-4629244

avtansh.ghai@feedbackinfra.com

3 Instructions to Bidders

3.1 General Terms of Bidding

- 3.1.1 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Draft Contract.
- 3.1.2 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 3.1.3 The documents, including this RFP and all attached documents, provided by the Authority are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 3.1.4 For purposes of this Bid, "Associate" shall mean, in relation to any Bidder/ Consortium Member, a person or entity who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member. As used in this definition, the expression "control" means, with respect to a person or entity, which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

3.2 General Eligibility of Bidders

- 3.2.1 No Bidder shall submit more than one Bid for the Project.
- 3.2.2 The Bidder for being eligible may be a single entity (including its Associates) or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder or Consortium. The term Bidder used herein would apply to both a single entity (including its Associates) and a Consortium.
- 3.2.3 A Bidder may be a natural person, private entity, corporate entity, government-owned entity or any combination of them with an existing legally binding agreement to form a Consortium.
- 3.2.4 The Bidder should submit a Power of Attorney as per the format at Appendix D, authorising the signatory of the Bid to commit the Bidder. In case the Bidder is a Consortium, the members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix E.
- 3.2.5 Any entity which has been barred by any State/ Federal Government (Indian or

International), or any entity controlled by a State/ Federal Government (Indian or International), from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium.

- 3.2.6 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this section is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bid Process or on the implementation of the Project.
- 3.2.7 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bid Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/ or the Project Documents or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bid Process, if:
- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this provision, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - ii. subject always to sub-clause (a) above, where a person does not exercise

control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

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

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 3.2.7, shall include each Member of such Consortium.

- 3.2.8 A Bidder including a Technically Qualified Bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bid Process or subsequent to the (i) issue of the LoA or (ii) execution of the Contract. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date or the assignment was not related to or incidental to the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of completion of development of Phase 1 of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 3.2.8, shall include each Member of such Consortium.

- 3.2.9 This RFP sets out the process and requirements to select the Selected Bidder to deliver the Project. Bidders are required to ensure that all the information requested in this RFP is submitted to the Authority with the Bid. The Authority reserves the right to seek references in order to verify the information provided herein.

3.3 Minimum Eligibility Criteria

- 3.3.1 A bidder should satisfy both Technical Eligibility and Financial Eligibility, as per this Clause

3.3, in order to qualify to participate in the e-auction.

3.3.2 In computing the "Technical Eligibility" and "Financial Eligibility" of the Bidder/ Consortium Member:

- a) The Technical Eligibility and Financial Eligibility of their respective Associates would also be eligible hereunder and will be taken into account in qualifying the Bidder/ Consortium member for eligibility.
- b) All evidence submitted shall be subject to scrutiny by the Authority or any designated authority.
- c) Decision of the Authority shall be final and binding

3.3.3 Technical Eligibility

Technical Eligibility of the Bidder shall be evaluated considering all the criteria mentioned in the table below:

	Criteria	Time Window	Single Member Bidder and its Associates	All members of Consortium / JV	Evidence to be submitted
Experience Based Criteria – Development					
Category A. Master Developer – Land Development					
1.	Cumulative Master Development (Anywhere) – Across maximum 3 Eligible Projects	10 years	1,000 acres	1,000 acres	Certificate by Statutory Auditor/ local authority/ Government
2	Greenfield Business District Development Project (Anywhere), across 3 Eligible Projects for Business District	10 years	200 acres	200 acres	
Category B. Joint Venture with Government and Letter of Support					
1	Number of Joint Ventures (JVs)/ joint development with local government / government entity (Indian or International) for any of the Eligible Projects referred under Category A	10 years	1 JV/ joint development project	1 JV/ joint development project	Certificate from Government
Note - Any Bidder registered outside India, bidding individually or as part of a Consortium,					

must submit a letter of support from its respective government(s) from which country it belongs. Bidders registered in India are not required to submit such letter of support.					
Experience Based Criteria – Marketing					
Category C. Master Developer – Land Development and Marketing					
1	Cumulative plotted development marketed (Anywhere)	10 years	300 acres	300 acres	Certificate by Statutory Auditor/ local authority/ Government

where,

- a) Experience as a "Master Developer" or towards "Master Development" of land refers to Eligible Projects (Industrial and Commercial and/or Industrial and Residential) involving designing, developing, building, financing, managing (including O&M) and marketing of land developments (plotted development) along with physical infrastructure (included but not limited to roads, electricity, water and sewerage). Land developed under this definition should be of mixed-use nature with prime focus on industry and economic development. Construction contracts where the Bidder acts purely on a contracted basis will not qualify as Master Development of land. Only Land area, that is fully developed, including constituent physical infrastructure (included but not limited to roads, electricity, water and sewerage) and having substantial saleable/ leasable built-up already occupied/ ready for occupation, could be considered subject to appropriate evidences being submitted.
- b) Cumulative refers to simple aggregation.
- c) The definition of "Eligible Project" solely for purposes of Technical Eligibility will include the planning / designing, financing, development, construction, management and marketing of an industrial and residential and/or industrial and commercial development within one single plot or geographically contiguous plots or area developed by the Bidder, in the capacity as master developer and / or the developer, as the case may be. Projects with at least 250 acres of land area, that is fully developed, including constituent physical infrastructure (as mentioned above) would be considered, subject to appropriate evidences being submitted. Construction contracts where the Bidder acts purely on a contracted basis will not qualify for built-up area.
- d) "Time Window" refers to the period immediately preceding the Bid Due Date. Only projects that are completed or are ongoing in this period will be considered for the purpose of the above criteria. If a project has commenced before this period or is ongoing as of the RFP Due Date, then only the portion of the project (duly certified) that has been completed in the period immediately preceding the Bid Due Date will be considered.
- e) "Marketing" refers to identifying tenants or end users which enter into Lease or License Agreements or Agreement to Sell or Sale Agreements for developed land / built up area in the projects developed during the Time Window.

- f) "Greenfield Business District" as referred to in table above, refers to a Master Development project(s) which have multiple asset classes like (but not limited to) industrial, commercial, residential, etc..
- g) "Statutory Auditor" in relation to a person means an independent entity that is appointed to audit and certify the annual accounts of such person, as per the requirements of laws applicable to such person. In jurisdictions that do not have Statutory Auditors, the auditors who audit the annual accounts of the relevant person may provide the requisite certification, subject to the Bidder establishing to the satisfaction of the Authority that the relevant jurisdiction does not require appointment of Statutory Auditors.
- h) "Government" mentioned above means (a) the Government of India or of any State in India, or (b) the Federal or State Government of the Bidder's country, or (c) the Federal, State, district or local Government/ department having jurisdiction over the area where the relevant project has been/is being implemented by the Bidder or its Associate(s). Government entity means an agency or department of the Government.
- i) "Local Authority" mentioned above means a district / city / town council, municipality, municipal corporation or other government / statutory body or authority responsible for local government.
- j) Experience for any activity relating to an Eligible Project for Master Development/ Business District shall not be claimed by more than one member of a Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
- k) For a project to qualify as an "Eligible Projects for Mater Development"/ "Eligible Projects for Business District" under this Clause 3.3.3:
- I. the entity or its Associate claiming experience should have held a minimum interest of 26% (twenty-six per cent) equity in the project company owning the Eligible Project during the Time Window for which such experience is claimed. In case of joint development arrangements, the company executing the joint development arrangement and claiming experience shall have a minimum of 40% (forty per cent) of share in joint development during the Time Window for which such experience is claimed.
 - II. the entity claiming experience under the 'Experience Based Criteria - Development' shall, during the Time Window, have paid for development of such Eligible Project;
 - III. the entity claiming experience under the 'Experience Based Criteria - Marketing' shall, during the Time Window, have signed/ procured the execution of new or renewed Lease or License Agreements or Agreement to Sale or Sale Agreements for such Eligible Project.
- l) The Bidder shall submit along with its Proposal, in format provided in the Annexures,

certificate(s) from statutory auditors of the Bidder or its Associates stating the payments made/ received or works commissioned, in support of the Technical Eligibility as referred in this Clause 3.3.3.

3.3.4 Financial Eligibility

For the purpose of Financial Capacity, the Bidder shall be evaluated on all of the following:

S. No	Criteria	Time Window	Single Member and its Associates, if bidding as single entity	All members of Consortium/JV	Evidence to be submitted
A	Aggregate Net-Worth	As per the latest audited Balance Sheet	INR 1,000 crores	INR 1,000 crores	Certificate by statutory auditor as disclosed in latest available audit report
B	Cumulative Annual Net Cash Accruals	As per the last 3 financial years audited annual accounts	INR 400 crores	INR 600 Crores	
C	Annual Turn-over	Average of last three financial years	INR 500 crores	INR 1,000 Crores	

where,

- a) The Bidders should provide information regarding the Financial Eligibility parameters based on audited annual accounts for the respective financial years. The Financial Year would be the accounting year as the one normally followed by the Bidder or its relevant Associates for their annual reports, in normal course of business. Each Bidder's Financial and Technical Eligibility will have to be certified by its Statutory Auditor or local authority or local government. The Bid submission must be accompanied by the audited annual reports of the Bidder or its relevant Associates meeting the financial or technical eligibility requirements and in case the Bidder is a Consortium, of each member for the last three (3) financial years for which audited annual reports are available. In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to the same effect. In such a case, the Bidder shall, for the purpose of evaluation, provide the Audited Annual Reports for three years preceding the latest completed Financial Year failing which the Proposal will be rejected as non-responsive.

Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the last financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid submission and furnish all its information, certification and audit reports for 3 (three) financial years preceding such last financial year (the "**Eligible Financial Years**").

- b) Net Worth shall mean (aggregate of Subscribed and Paid-up Equity + Reserves created out of profits and securities premium account) less (aggregate value of the accumulated losses + deferred expenditure + miscellaneous expenditure not written off but not including reserves created out of revaluation of assets, write back of depreciation and amalgamation).

- c) Annual Net Cash Accruals shall mean Profit after Tax + Depreciation.
 - d) INR conversion shall be based on 1 USD = INR 65 and shall be used to convert amounts in USD to INR. Audited Balance Sheet and annual accounts in currencies other than INR or USD should be converted to USD using the closing exchange rates as provided by Bloomberg on the date of the Notice Inviting Tender. Then, the conversion rate for USD to INR as mentioned above should be used.
 - e) The Bidder shall enclose with its proposal, in the format provided in the Annexures, certificate(s) from statutory auditors of the Bidder or its Associates specifying (a) the Net Worth of the Bidder as at the close of the preceding Eligible Financial Year and (b) the Aggregate Net Cash Accruals of the Bidder for the Eligible Financial Years (c) Documents of Annual Turnover for the Eligible Financial Years.
- 3.3.5 The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Contract.

3.4 Proposal submitted by a single entity

- 3.4.1 The Bidder or its Associates/ Consortium should satisfy the above conditions of Technical Eligibility and Financial Eligibility.
- 3.4.2 The Selected Bidder shall, for a period of 10 years from the date of execution of the Contract, hold equity share capital not less than 51% (fifty-one per cent) of the subscribed and paid-up equity of the SPV. In case the Developer/ Project Company is the Selected Bidder itself (i.e. not forming the SPV), no change of shareholding of more than 49% shall be permitted in such Selected Bidder for a period of 10 years from the date of execution of the Contract.

3.5 Proposal submitted by a Consortium

- 3.5.1 There can be a maximum of 3 (three) members in a Consortium ("Consortium Member").
- 3.5.2 The Lead Member of Consortium ("Lead Member"), nominated at the time of submission of proposal, shall have equity share of at least 51% (fifty one percent) of the subscribed and paid- up equity, provided that
 - a) Lead Member shall not change for 10 years from the date of execution of the Contract.
 - b) Thereafter, Lead Member is allowed change of ownership provided, new lead member shall hold the equity share of at least 51% (fifty one percent).
- 3.5.3 For meeting Technical Eligibility and Financial Eligibility, the combined credentials of those Consortium Members, who shall have an equity share of at least 26% (twenty-six per cent) shall be considered.
- 3.5.4 Any material changes in the membership of a Bidder will be rejected by the Authority.

Proposals submitted by a Consortium must provide a written agreement (Consortium / Joint Venture Agreement), as per Appendix F, to be signed by each member in that Consortium which conveys the intent to incorporate the SPV with shareholding/ ownership equity commitment(s), which would enter into the Contract and subsequently perform all the obligations of the Project Company in terms of the Contract, in case the concession to undertake the Project is awarded to the Consortium. The Consortium Agreement shall describe the responsibilities of each member in the Consortium. One of the Consortium Members would be required to be nominated as Lead Member and the same shall also be mentioned in the Consortium / Joint Venture Agreement.

- 3.5.5 Consortium Members shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Contract and a statement to this effect shall be included in the Consortium / Joint Venture Agreement mentioned under this section, as well as in the Proposal and in the Contract. The Authority may require such documents / undertakings / indemnities as it may deem fit from Consortium Members before or at the time of issuance of LoA / Signing of Contract.
- 3.5.6 The representative of the Lead Member shall hold authorization in the form of Power of Attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with the Authority. Unless specifically advised to the contrary, Authority will assume that the person(s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Company or the JV as the case maybe. Any and all limitations on the Authority of the designated person(s) should be detailed in the Proposal.

3.6 Change in Ownership

- 3.6.1 Changes in the composition of a Consortium will not be permitted by the Authority during the Bid Process. A Bidder proposing a change to the Consortium would be disqualified from the Bid Process. Any Consortium Member shall not be permitted to be part of another Consortium.
- 3.6.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control (directly or indirectly), during the Bid Process, of a Member or an Associate, whose financial or technical capabilities or competencies were taken into consideration in the computing of the Technical Eligibility or Financial Eligibility for the purposes of this RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LoA from that Bidder. In the event such change in control occurs after the execution of the Contract, it would, notwithstanding anything to the contrary contained in the Contract, be deemed to be in breach of the Contract, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever, without prejudice to any other rights or remedies that may be available to the Authority under the Contract.
- 3.6.3 The Bidder further acknowledges and agrees that the aforesaid obligations shall be the minimum and shall be in addition to such other obligations as may be contained the Contract, and a breach hereof shall be deemed to be a breach of related covenants

contained therein and dealt with as per the provisions of the Contract.

3.7 Number of Bids and costs thereof

3.7.1 Each Bidder shall submit only 1 (One) Bid for the Project. All Bidders are required to submit a detailed Proposal (the "Proposal" or "Bid") in accordance with the guidelines set forth in this RFP. The cost of preparation of Proposal and related expenses shall be borne by the Bidders themselves.

3.8 Site visit and verification of information

3.8.1 The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the Site, when they submit the Proposal. Interested Bidders are invited to visit and inspect the Site at their own expense. Failure to investigate fully the Site or subsurface conditions shall not be a valid ground to relieve the Bidder after the submission of its Bid or relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.

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

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) except as provided in the Project Documents or as contemplated thereunder, accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in this RFP;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 3.8.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP and performance of all of its obligations thereunder;
- e) except as provided in the Project Documents or as contemplated thereunder, acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred to in Clause 3.8.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract by the Project Company;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

3.8.3 The Authority shall not be liable for any omission, mistake or error in respect of any matter or thing arising out of or concerning or relating to RFP or the Bid Process, including any manifest errors in any information or data given by the Authority.

3.9 Verification and Disqualification

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

3.10 Right to Accept or Reject

3.10.1 The Authority reserves the right to reject any / all Proposals including the highest Proposal or withdraw the invitation of the Proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation / liability upon the Authority of any type whatsoever.

3.11 Contents of the RFP

3.11.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued.

Part 1 - Instruction to Bidders (ITB)

- Section 1: Definition
- Section 2: Introduction
- Section 3: Instructions to Bidders
- Section 4: Evaluation of Bids
- Section 5: Fraud and Corrupt Practices
- Section 6: Miscellaneous

Appendices

- A - Letter of Bid & Interest
- B - General Information of the Bidder
- C - Affidavit
- D - Format for Power of Attorney for Authorized Signatory
- E - Power of Attorney by each Member of the Consortium in favour of Lead Member
- F - Draft Consortium Agreement
- G - Minimum Eligibility Criteria
- H - Acknowledgement Letter (to be submitted by single bidder / all Consortium members)
- I – Statement of Legal Capacity
- J – Format of Anti- Collusion Certificate
- K - Process for Participating in Bid Process Online

Part – 2: Draft Contract

Part – 3: Schedules to the Draft Contract

3.12 Clarifications

3.12.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ e-mail at the address provided in Clause 2.6. They should send in their queries on or before the date mentioned in the Schedule of Bid Process specified in Clause 2.4. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The Authority will publish all the queries and its responses thereto on the website only without identifying the source of queries. Verbal clarifications and information given by the Authority or its employees shall not in any way or manner be binding on the Authority.

3.12.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by

the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

3.13 Amendment of RFP

- 3.13.1 At any time prior to the Bid Due Date, Authority may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of Addenda.
- 3.13.2 Any Addendum and Corrigendum thereto, thus issued shall be part of the RFP and shall be published online only. HSIIDC will assume no responsibility for receipt of the Addendum and Corrigendum.
- 3.13.3 To give prospective Bidders reasonable time in which to take any Addendum and/or Corrigendum into account in preparing their bids, HSIIDC may, at its sole discretion, extend the Due Date.

3.14 Language

The Bid and all communications in relation to or concerning the RFP and the evidence documents shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent pages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the submission of the Bid, the English language translation shall prevail

3.15 Currency

Any currency for the purpose of the Proposal / Bid shall be in form of Indian National Rupees (INR).

3.16 Format and signing of Bid

- 3.16.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete or conditional Bids shall be summarily rejected.
- 3.16.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s)

signing the Bid.

3.17 Sealing, Marking and Submission of Physical Bids

3.17.1 The Technical Proposal shall be sealed, marked and submitted in hard copy as well as Online. Refer to the following section for format for hardcopy. The cost of preparation of Proposal and related expenses shall be borne by the Bidders themselves.

3.17.2 Technical Proposal shall be marked as “Technical Proposal” Containing the documents pertaining to Technical Proposal in two sets: - 1 (one) original, clearly marked as “ORIGINAL” and 1 (one) set of copy clearly marked as “COPY”. In case of any discrepancy between the original and the copy, the ORIGINAL shall prevail.

3.17.3 The Proposal shall contain the following -

- a. Letter of Bid and Interest (As per Format A);
- b. General Information of the Bidder (As per Format B);
- c. Affidavit (As per Format C);
- d. Power of Attorney for Authorized Signatory (as per Format D);
- e. Power of Attorney by each Member of the JV in favour of Lead Member (as per Format E);
- f. Consortium / Joint Venture Agreement (as per Format F);
- g. Minimum Eligibility Criteria (As per Format G);
- h. Acknowledgement (As per Format H);
- i. Statement of Legal Capacity (As per Format I);
- j. Anti-Collusion Certificate (As per Format J)
- k. Relevant supporting documents (duly signed), as applicable:
 - i. Certificate of Registration
 - ii. Annual Reports
 - iii. Brochures
 - iv. Contract /Agreements
 - v. Client Certificates
 - vi. Statutory Auditor certificate
 - vii. Audited financial statements etc.

3.17.4 All the above envelopes shall be enclosed in an outer cover / envelope marked as “TECHNICAL PROPOSAL”.

The Outer Envelope shall be addressed to:

Managing Director,

Haryana State Industrial and Infrastructure Development Corporation Limited,

C13-14, Sector 6, Panchkula – 134109, Haryana

Phone: +91 172 2590324 / 2590475

Fax: +91 172 2590352 / 2590474

3.17.5 It is being clarified here that the information as asked from the Bidder should be in the format as provided.

3.17.6 If the envelope is not sealed and marked, as instructed above, the Authority assumes no

responsibility for the misplacement or premature opening of the Proposal submitted. In that case, the prematurely opened Proposals will be rejected.

- 3.17.7 Any Proposal received by the Authority after the Proposal / Bid Due Date will be liable for rejection.

3.18 Submission of Online Bid

3.18.1 Bidder shall submit Technical Proposal online along with the Bid security before the Bid Due Date. For Online Submission, the Bidder should have a Digital Signature and should have signed up on <https://haryanaeprocurement.gov.in>. The instructions to access and to upload the submissions are enclosed in Appendix K.

3.18.2 Only those bidders who qualify the Stage 1: Pre- Qualification Stage and are Technically Qualified shall be invited for E-Auction. For guidelines on how to participate in E-Auction refer to Appendix K document.

3.19 Delay in Bid Submission

HSI IDC or any of its agencies / advisors shall not be responsible for any delay in receipt of bids and such bids shall be summarily rejected. Any Bid received after the due date/time for submission of bids shall not be opened / evaluated and shall be deemed to be rejected for all purposes. Also, HSI IDC reserves the right to reject / accept any or all Proposals without assigning any reason thereof.

3.20 Modifications/ substitution/ withdrawal of Bids

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

3.20.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 3.17, with the envelopes being additionally marked "MODIFICATION OF TECHNICAL PROPOSAL" OR "SUBSTITUTION OF TECHNICAL PROPOSAL " OR "WITHDRAWAL OF TECHNICAL PROPOSAL" as appropriate.

3.20.3 Any alteration/ modification in the Bid or additional information supplied post the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

3.21 Rejection of Bids

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

3.21.2 The Authority reserves the right not to proceed with the Bid Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

3.22 Validity of Bids

- 3.22.1 The Bid Submissions shall continue to be valid until the expiry of [30] days from the date of execution of the Contract, between the relevant parties, or as agreed by the parties from time to time (the “**Proposal Validity Period**”). The Authority, reserves the right to reject any Proposal that does not meet this requirement. Proposal Validity Period shall be extended for a specified additional period as decided by the authority.
- 3.22.2 A Bidder agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his Bid / Proposal Security for the period of extension.
- 3.22.3 The Proposal Validity Period for the Proposal / Bid submitted by the Selected Bidder shall be extended till the date of execution of the Contract.

3.23 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person 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 Bid Process. The Authority will treat all information submitted as part of all Proposals confidential and will insist that all those who have access to such material also treat it in confidence. The Authority will not divulge any such information unless it is ordered to do so by any government authority that has the power under law to require its disclosure or due to statutory compliances.

3.24 Correspondence with the Bidder

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

3.25 Commercial Considerations

A. Bid / Proposal Security

- a) The Bid shall be accompanied by a Bid Security for a value of INR 25 Crore (Rupees Twenty-Five Crore Only) paid at the time of submission of Bid by way of online payment via RTGS/NEFT as per the guidelines mentioned in Appendix K.
- b) Any Proposal submitted without the Bid Security or not in the form as specified in the RFP shall be summarily rejected.
- c) The Bid Security shall be forfeited by the Authority in the following cases:
 - i. If the Bidder withdraws its Bid after Technical Proposal opening and during the Proposal Validity Period.
 - ii. In case of a Selected Bidder, if the Bidder fails within the specified time limit, to sign and return the duplicate copy of the LoA.
 - iii. In case of a Selected Bidder, if the Bidder fails within the specified time limit, to sign the Draft Contracts.
- d) Bid Security of only H1, H2 & H3 Bidders would be retained till the Contract is signed

between the Selected Bidder and the Authority. The 'Bid Security' of other Bidders would be returned within 30 (Thirty) day of E-Auction.

- e) The Bid Security of the Selected Bidder will be retained as per provisions of the Draft Contract.

B. Performance Security

- a) The Selected Bidder, for due and faithful performance of its obligations under the Contract, shall be required to provide "Performance Security".
- b) The Performance Security, required to be furnished in the 7th year from signing / execution of the Contract for remaining term of concession period and after payment of Fixed Payment to HSIIDC, for an amount of INR 100 crores (Rupees One Hundred Crores only) in the form of a Bank Guarantee. HSIIDC be entitled to exercise the Performance Security as per terms of Contract.

C. Upfront Advance

Pay Upfront Advance of INR 250 (Two Hundred and Fifty) crore adjustable against future receipts, payable via RTGS/ NEFT, within 10 days from the signing / execution of the Contract, in accordance with the contract and after adjusting the Bid Security from the Upfront Advance.

D. Concession Fees

HSIIDC shall receive concession fees of the following:

- (i) the HSIIDC Fixed Revenue Share; and
- (ii) the HSIIDC Variable Revenue Share
- a. from land proceeds
- b. from other revenues

E. HSIIDC Fixed Revenue Share

HSIIDC shall be entitled to the HSIIDC Fixed Revenue Share on each sale of a Concession Land Plot, calculated as follows:

$$\text{HSIIDC Fixed Revenue Share} = (A+B) \times C$$

Where:

A = INR 4,000 per square meter;

B = the HSIIDC Land Carry Cost of 9 per cent. per annum on INR4,000 per square meter for each year between the Appointed Date and the execution of sale deed for the Concession Land Plot; and

C = total land area in square meters comprised in the relevant Concession Land Plot.

HSIIDC Fixed Revenue Share shall be payable on pro-rated basis on receipt of sale consideration.

F. HSIIDC Variable Revenue Share

(a) From land proceeds

HSIIDC shall be entitled to the HSIIDC Variable Revenue Share on each sale of a Concession Land Plot, calculated as follows:

$$\text{HSIIDC Variable Revenue Share} = A \times B$$

Where:

A = HSIIDC Variable Revenue Percentage of xxx % ("**Bid Variable**"); and

B = Sale Consideration for the relevant Concession Land Plot.

HSIIDC Revenue Share shall be payable on pro-rated basis on receipt of sale consideration.

(b) From Other Revenues

HSIIDC is also entitled to the Other Revenues which is payable from all gross revenues of the Project (excluding for such purposes land sale proceeds and O&M Charges) calculated as follows:

$$\text{Other Revenues} = A \times (B - C - D)$$

Where:

A = HSIIDC Variable Revenue Percentage of xxx% (Bid Variable);

B = Gross Revenues recognized in the relevant Financial Year

C = Revenues from Land Sale Proceeds recognized in the relevant Financial Year

D = O&M Charges recognized in the relevant Financial Year

Other Revenues shall be payable once a year based on the audited full year financial statements of the Developer/Project Company.

G. Minimum Payment Obligation

a) HSIIDC should receive a HSIIDC Fixed Revenue Share of INR 1,311 (One Thousand Three Hundred and Eleven Crore including the Upfront Advance) Crore ("Minimum Payment

Due") before the end of 7th year from the Appointed Date ("Minimum Payment Due Date") in accordance with the Contract.

- b) In the event HSIIDC has not received the Minimum Payment Due by the Minimum Payment Due Date, the Developer / Project Company shall be required to pay the residual difference i.e. (Minimum Payment Due less total payment received by HSIIDC from plot sales) to HSIIDC at the end of 7th year from the Appointed Date.
- c) To ensure the performance of the Selected Bidder, the Developer/Project Company pay to HSIIDC a minimum of INR 100 Crore in revenues each in the 42nd month from the Appointed Date; 54th month from the Appointed Date; 66th month from the Appointed Date; and 78th month from the Appointed Date.

Details of the payment obligations may be referred to in the Draft Contract.

4 Evaluation of Bids

4.1 Opening of Bids / Proposals

- 4.1.1 The Technical Proposals received shall be opened by the Authority, in the presence of the Bidders at scheduled time on the Bid Due Date unless intimated otherwise. The date for E-Auction shall be intimated in advance to the Technically Qualified Bidders.
- 4.1.2 The Authority, reserves the right to reject any Proposal or require amendment or seek clarifications to such Proposal, if
- a) It is not signed, sealed and marked as stipulated in Clause 3.17.
 - b) The information and documents have not been submitted as requested and in the formats specified in the RFP.
 - c) There are inconsistencies between the Proposal and the supporting documents.
 - d) It does not mention the Proposal Validity Period as set out in Clause 3.22
 - e) There are conditions proposed with the Technical and/or Financial Proposals.
 - f) It provides the information with material deviations.

A material deviation or reservation is one:

- a) Which affects in any substantial way, the scope, quality, or performance of the Project, or
 - b) Which is in any material way, inconsistent with the RFP, the Authority's rights or the Bidder's obligations.
- 4.1.3 In the event that a Bidder claims credit for a project under the Technical Eligibility and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from the evaluation. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid submitted in accordance with this RFP
- 4.1.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 4.1.5 No request for modification or withdrawal shall be entertained by the Authority in respect of such Proposals.

4.2 Evaluation Process

The evaluation will be done in 2 (two) steps as explained below:

Step – I: Pre- Qualification and Shortlisting

- **Step 1A:** Proposals shall be tested for responsiveness as per Test of Responsiveness in Clause 4.3
- **Step 1B:** The submission(s) in Envelope shall be checked. The Proposals not meeting the prescribed Technical Eligibility and Financial Eligibility criteria as per Clause 3.3 will be rejected outright.

- **Step 1C:** The Online submission shall be checked for submission of Bid Security and Technical Proposal. In case there are variations in Original Hardcopy, copy of the original Hardcopy and online technical proposal submission, Original Hard copy shall prevail.
- All Bidders passing Step-I of the evaluation will be considered as Technical Qualified Bidders and shall be considered for the next stage.

Step – 2: E- Auction

- Only the Technical Qualified Bidders will be eligible to participate in the E-auction process which will be conducted online on the website of <https://haryanaeprocurement.gov.in>
- The Bidders are advised to acquaint themselves with the online process as detailed in Appendix K prior to the date of E-Auction. The Authority will not be responsible for any technical glitch or issued faced by the Technically Qualified Bidders participating in Stage 2 of the Bid Process.
- In this RFP, the term “Highest Bidder” shall mean the Bidder who is offering the highest Revenue Share Percentage to HSIIDC.
- Bidders shall be ranked H1, H2, H3, etc. in decreasing order of their financial offers, with H1 being the Bidder quoting the highest Revenue Share Percentage to HSIIDC.
- The Highest Bidder shall be declared as the Selected Bidder.
- In case there is only one Technically Qualified Bidder for the e-auction stage, then the HSIIDC shall have the right to award the Project to such Technically Qualified Bidder.

4.3 Tests of Responsiveness

Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

- it is received as per the formats attached in Appendices;
- it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.4;
- it is signed, sealed, bound together in hard cover and marked as stipulated in Clause 3.17;
- it is accompanied by the transfer of Bid/Proposal Security as specified in Clause 3.25 (A) ;
- it is submitted online as required in this RFP;
- it contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified);
- it does not contain any condition or qualification; and
- it is not non-responsive in terms hereof.

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the

Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

4.4 Selection of Bidder

- 4.4.1 The Bidders whose Bids are adjudged as responsive in terms of Clause 3.3, who meets the General Eligibility as per Clause 3.2 and Minimum Eligibility Criteria as per Clause 3.3 and who is declared as the Highest Bidder as per Clause 3.2, shall ordinarily be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 4.4.2 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 4.4.3 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified above, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bid Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 4.4.4 HSIIDC will declare the Selected Bidder on the date of E-auction on its website <https://haryanaeprocurement.gov.in> and will issue the Letter of Award ("LoA") in favour of the Selected Bidder.
- 4.4.5 If the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the Authority by the stipulated date [time period to be set out in Clause 2.4], the Authority may, unless it consents to any extension of time, appropriate the Bid Security of the Selected Bidder.
- 4.4.6 After the issuance of the LoA and before the execution of the Contract, each of the following event will be considered an event of default by the Selected Bidder. An occurrence of an event of default will lead to the cancellation of the LoA and forfeiture of the Bid Security, without incurrance of any obligation or liability on the part of the Authority. The events of defaults are:
- 4.4.7
- failure to execute the Contract within the time specified or such other extended period mutually agreed in writing between the parties;

- one of more eligibility conditions have not been met by the Selected Bidder, including any change in the composition of the Consortium; or
- the Selected Bidder has made material misrepresentation or has given any materially incorrect or false information.

4.4.8 After acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall cause the Project Company to execute the Contract within the period prescribed in Clause 2.4. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract except to correct any material inconsistencies or conflicting provisions or manifest error, or otherwise as may be mutually agreed between the Bidder and the Authority.

4.5 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the RFP, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration. Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid Submission.

5 Fraud and Corrupt Practices

- 5.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid Process and subsequent to the issue of the LoA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LoA or the Contract, the Authority may reject a Bid, withdraw the LoA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or Project Company, as the case may be, if it determines that the Bidder or Project Company, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise.
- 5.1.2 Without prejudice to the rights of the Authority under Article 5 hereinabove and the rights and remedies which the Authority may have under the LoA or the Contract, or otherwise if a Bidder or Project Company, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid Process, or after the issue of the LoA or the execution of the Contract, such Bidder or Project Company shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Project Company, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 5.1.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bid Process or the LoA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bid Process);
 - **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid Process;
 - **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bid Process;
 - **“undesirable practice”** means (i) establishing contact with any person connected with

or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (ii) having a Conflict of Interest; and

- **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid Process.

6 Miscellaneous

- 6.1.1 The Bid Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Haryana shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bid Process.
- 6.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- suspend and/ or cancel the Bid Process and/ or amend and/ or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
 - consult with any Bidder in order to receive clarification or further information;
 - retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bid Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7 Appendices

Appendix A : Letter of Bid & Interest

[On the letterhead of the Bidder (or Lead Member in the case of a Consortium)]

Date:

The Managing Director
Haryana State Industrial & Infrastructure Development Corporation Limited
Plot No. C- 13-14, Sector – 6
Panchkula – 134109
Haryana, India

Re: Bid Submission for the Development of approximately 1,292 acres of Land at Sohna on DBFOOT basis.

Dear Sir,

With reference to your RFP dated _____ (the "RFP"),

- a) I/we, having examined the RFP and understood its contents, hereby submit my/our Bid for the Project. The Bid is unconditional and unqualified.
- b) Terms defined in the RFP shall have the same meanings when used in this letter.
- c) I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for the Project, and we certify that all information provided in the Bid, all forms and appendices is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
- d) This statement is made for the express purpose of applying as a Bidder for the Project.
- e) I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- f) I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- g) I/We certify that in the last three years, neither we, any of our Members nor our Associates have failed to perform on any contracts, as evidenced the imposition of a penalty by an arbitral, a judicial authority, a judicial pronouncement or arbitration award, been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- h) I /We declare that:

- I. I/We have examined and have no reservations to the RFP including any addendum issued by the Authority;
 - II. I/We do not have any Disqualifications in accordance with the RFP; and
 - III. I/We have no directly or indirectly, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government (state or federal).
- i) I/We understand that you may cancel the Bid Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidder.
 - j) I/We believe that we/our Consortium satisfy the Technical Eligibility and Financial Eligibility as specified in Sections 2.3 and undertake to the project financial commitments as per the RFP.
 - k) I/We declare that we/any Member, or our/its Associates are not a Member of any other Consortium applying for pre-qualification for this Project.
 - l) I/We certify that we/any Member or any of our/their Associates have not been convicted by a court, indicted or adverse orders passed by a regulatory authority which could cast doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 - m) I/We further certify that no investigation by a regulatory authority is pending either against us/any Member or against our/their Associates or against our chief executive officer or any of our directors, managers or employees.
 - n) I/We further certify that we/any Member or any of our/their Associates are not barred by any Government Authority from participating in any project.
 - o) I/We undertake that in case due to any change in facts or circumstances during the Bid Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 - p) The Statement of Legal Capacity in the format provided in the RFP, duly signed, is enclosed. The power of attorney for signing of the Bid in the format provided in the RFP, are also enclosed.
 - q) I/We hereby irrevocably waive any right or remedy which we may have at any stage, at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the section of the Bidder, or in connection with the selection or Bid Process itself, in respect of the above-mentioned Project and the

terms and implementation thereof.

- r) I/We agree and undertake to abide by all the terms and conditions of the Tender Documents.

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

Yours faithfully

[Signature, name and designation of the authorized signatory]

[Name and seal of the Bidder / Lead Member]

Date:

Appendix B : General Information of the Bidder

1. (a) Name:
 (b) State of incorporation:
 (c) Address of the corporate headquarters and its branch office, if any, in India:
 (d) Date of incorporation and/or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed roles and responsibilities in the Project.

3. Particulars of individual(s) who will serve as the point of contact / communication for the Bidder:
 (a) Name:
 (b) Designation:
 (c) Company:
 (d) Address:
 (e) Telephone no.:
 (f) Email address:
 (g) Fax no.:

4. Particulars of the Authorized Signatory of the Bidder:
 (a) Name:
 (b) Designation:
 (c) Address:
 (d) Telephone no.:
 (e) Email address:
 (f) Fax no.:

5. In case of a Consortium:
 (a) The information above from (1) to (4) should be provided for all the Members of the Consortium.
 (b) A copy of the Consortium Agreement (in the form set out in Form A3) must be attached to this Bid.
 (c) Information regarding role of each Member should be provided in the table below:

S/No	Name of Member	Role	Percentage of equity in the Consortium
1			
2			
3			
4			

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

Name of Bidder / Consortium Member

S/No	Criteria	Yes	No
1	Has the Bidder / Member / Associate, been barred by the federal or state government or any foreign government?		
2	If the answer to 1 is yes, does the bar subsist as of the date of this Bid?		
3	Has the Bidder / Member / Associate paid liquidated damages of more than five per cent of the contract value in a contract due to any other reason in relation to the execution of a contract, in the last 3 years?		
	Has the Bidder / Member / Associate, in the last 3 (three) years, failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be.		
	Has the Bidder / Consortium Member / Associate been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate		

7. A statement by the Bidder and each Member of the Consortium or any of their Associate disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation or arbitration in the recent past is given below (attach extra sheets, if necessary):

Note: The Bidder / all Consortium Members should submit the following supporting documents along with this form:

- a) Certificate of incorporation / Registration
- b) Memorandum of Association
- c) Brochure
- d) Annual Reports

Appendix C : Affidavit

(To be given separately by each Joint Venture member in case of a Consortium or otherwise by the Bidder on a Stamp Paper of INR 100)

I, the undersigned, do hereby certify that all the statements made in the Bid are true and correct. I also understand that in case of wrongful/ false information, the Authority (HSIIDC) is entitled to take any civil & criminal punitive action against me/us.

HSIIDC and its authorized representative are hereby authorized to conduct any inquires or investigations to verify the statements, documents and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. This affidavit will also serve as authorization to any individual or authorized representative to any institution referred to in the supporting information, to provide such information deemed necessary and requested by the representative of the Haryana State Industrial & Infrastructure Development Corporation to verify statements and information provided in the tender or with regard to the resources, experience and competence of the Applicant.

I also certify that:

- (a) _____ (the "Company"), any of its directors and constituent partners have not abandoned any work in India or aboard during the last five years prior to the date of this bid;
- (b) no contracts awarded to the Company, its directors or constituent partners for works have been terminated for reasons attributed to the Company, its directors or constituent partners (as applicable) during the last five years prior to the date of this bid;
- (c) the Company, its directors and constituent partners have not been barred by any agency of the Government of India, the Government of Haryana or any foreign government or their agencies (including any governmental or regulatory agency, multilateral loan agency or development bank) from participating in this project or any similar projects.

I authorize and request any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by the Haryana State Industrial & Infrastructure Development Corporation Limited to verify this statement or regarding my (our) competence and general reputation.

I understand and agreed that further qualifying information may be requested and agree to furnish any such information at the request of the Authority.

Date:

Name of Company

Signature of authorized signatory of the Company

Name and appointment of the authorized signatory of the Company

Appendix D : Format for Power of Attorney for Authorized Signatory

Know all men by these presents, we/ I (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid/ Proposal for the project envisaging “Development of approximately 1,292 acres of Land in Sohna on PPP Mode” in, including signing and submission of all documents and providing information/responses to Haryana State Industrial & Infrastructure Development Corporation (HSIIDC) representing us in all matters before the Authority and generally dealing with the Authority in all matters in connection with our Bid/ Proposal for the said Project.

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

For.....

Accepted

..... (Signature)

(Name, Title and address) of the Attorney

Note:

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

Appendix E : Power of Attorney by Each Member of the JV in favour of Lead Member

Dated -----

**POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN**

WHEREAS we have decided to participate in the Bid Process for the “Development of approximately 1,292 acres of Land in Sohna on PPP Mode” (the “Project”) as member of -----
---[name of the Consortium] independently, we, -----[name of authorising company/agency], a ----- incorporated under the laws of -----, the registered address of which is -----, to lawfully represent and act on our behalf as the Lead Member of the JV to sign any qualification statement, Proposal, conduct negotiations, sign contracts, incur liabilities and receive instructions for us and on our behalf and execute all other necessary matters in connection with the Project. We hereby confirm that we are jointly and severally liable, together with other members of the JV, to the Haryana State Industrial & Infrastructure Development Corporation (HSIIDC) for all of the obligations of the Consortium in respect of our qualification statement, technical and financial Proposal for the Project, in accordance with the RFP document for the Project issued on ----- and as amended prior to date hereof.

We hereby ratify and confirm that all acts done by our said attorney ----- (name of lead member) shall be binding on us as if the same has been done by us personally.

We hereby also ratify and confirm that if we are selected as the Selected Bidder, then the Lead Member of the Consortium shall sign the Contract and all the Consortium members shall be jointly and severally liable towards the Project, throughout the Project Tenure.

IN WITNESS WHEREOF, we have hereunto set our respective hands this ____ day of _____2018 in the presence of the following witnesses

Witness 1
Signature _____
Name _____
Address _____

Witness 2
Signature _____
Name _____
Address _____

By _____ [the Authorising Company]
Signature _____ [Signature of Authorised signing officer]
Name _____ [Name of Authorised signing officer]
Title _____ [Title of Authorised signing officer]

Appendix F : Draft Consortium / Joint Venture Agreement

(To Be Made on Stamp Paper of Requisite Value and Notarized)

This CONSORTIUM / JOINT VENTURE AGREEMENT (the "Agreement") is entered into on _____,

AMONGST

_____, a company incorporated under the _____ and having its registered office at _____ (hereinafter referred to as the "First Part");

_____, a company incorporated under the _____ and having its registered office at _____ (hereinafter referred to as the "Second Part"); and

_____, a company incorporated under the _____ and having its registered office at _____ (hereinafter referred to as the "Third Part"), [revise as applicable]

The party comprising the [First/ Second/ Third] Part shall hereinafter be referred as the Lead Member. The above-mentioned parties comprising, the First Part, the Second Part and the Third Part [revise as applicable] are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS

- a) Haryana State Industrial & Infrastructure Development Corporation Limited, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013 with corporate identity number U29199HR1967SGC034545 and having its registered office at C-13 & 14, Institutional Area, Sector - 6, Panchkula, Haryana - 160 012, India, (including its administrators, successors and assigns, hereinafter referred to as the "Authority") has invited for proposals through its request for proposal dated [?] (the "RFP") for appointing Selected Bidder for the proposed Development of approximately 1,292 acres of Land near Sohna (the "Project") on a public-private partnership with the Authority.
- b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other documents in connection with the Project; and
- c) It is a necessary condition under the RFP that the members of the Consortium shall enter into this Agreement and furnish a copy thereof together with the Bid.

NOW IT IS HEREBY AGREED as follows:

a) Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed to them under the RFP.

b) Consortium

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

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

c) Covenants

The Parties hereby undertake that:

- i. in the event of that the Consortium is declared the Selected Bidder and is awarded the joint development rights of the Project, it shall incorporate a special purpose vehicle company under the (Indian) Companies Act, 2013 (the "SPV") for entering in to the Project Documents with the Authority and for performing all its obligations in connection with the Project Documents as the Selected Bidder;
- ii. The Lead Member shall hold a minimum of 51% shareholding in the SPV foryears;
- iii. The Lead Member will only dilute its shareholding in the SPV:
 - with the prior consent in writing from HSIIDC;
 - after SPV meets the Project Commitment as detailed in the RFP; and
 - after it has found a replacement for itself in the SPV, with a member having same or higher qualification as per the criteria.

d) Role of the Parties

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

- i. Party of the [First] Party shall be the Lead Member of the Consortium and shall have the power of attorney from all the Parties for conducting all business for and on behalf of the Consortium during the Bid Process and until the execution of all the Documents;

- ii. Parties of the [Second Part and the Third Party] shall be Members of the Consortium. *[Revise as appropriate]*.

e) Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to and in accordance with the terms of the Tender Documents, until the completion of the Project in accordance with the Project Documents.

f) Shareholding

- i. The Parties agree that the proportion of shareholding among the Parties shall be as follows:

First Party:

Second Party:

Third Party:

g) Representations of the Parties

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

- i. such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- ii. the execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolutions or power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of the Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
 - require any consent or approval not already obtained;
 - violate any applicable law presently in effect and having applicable to it;
 - violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgages in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- iii. this Agreement is the legal and binding obligations of such Party, enforceable in accordance with its terms against it; and
- iv. there is no litigation pending or threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition, prospects or business of such Party in the fulfillment of its obligations under this Agreement.

h) Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect:

- i. in the event that the Project is awarded to the Consortium, until the date of execution of the Contract by the SPV wherein the shareholding of the Parties shall be as set out in Clause 6 of this Agreement;
- ii. in the event the Project is not awarded to the Consortium, then the Agreement will be terminated upon return of the Bid Security by the Authority to the Bidder.

i) Miscellaneous

This Agreement shall be governed by, and construed in accordance with, the laws of India with courts at Haryana having the exclusive jurisdiction.

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

Note:

The mode of execution of the Agreement should be in accordance with the procedure, as determined by any applicable law and charter documents of the of the Parties and when it is so required, the same should be executed under common seal in accordance with requirements.

The executed Agreement should attach a copy of the extract of the charter documents and documents such as resolutions / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to sign this Agreement on and behalf of each Member.

For an Agreement executed overseas, the document should be notarized and legalized by the embassy of India in that country.

Appendix G : Minimum Eligibility Criteria

GUIDELINES

1. *Member Code: NA= Not Applicable in case of a single entity Bidder, LM =Lead member, NLM = Non-Lead Member, LM-A=Associate of Lead Member; NLM-A=Associate of Non-Lead Member*
2. *The Statutory Auditor issuing the certification for Experience of the Bidder must hold a valid Certificate of Practice.*
3. *Any Bidder consisting of a Single Entity should fill in details as per the row titled Single Entity Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows and the row titled Single Entity Bidder may be ignored.*
4. *For conversion of US Dollars to INR, the rate of conversion shall be INR [67 (Sixty-Seven)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars using the closing exchange rates as provided by Bloomberg on the date of the Notice Inviting Tender. Then, the conversion rate for USD to INR as mentioned above should be used*
5. *Documentary evidence must be submitted along with the Proposal, to support Technical and Financial Eligibility claim.*
6. *Refer to the following format for establishing experience of bidder.*

Bid Response Sheet 1- Format for Technical Eligibility

Details of Eligible Projects:

	<i>Project 1</i>	<i>Project 2</i>	<i>Project 3</i>	<i>Project n</i>
Member Code (NA / LM / NLM /LM-A / NLM-A)				
Category for which the project is used as per Clause 3.3 (Category A / Category B / Category C)				
Name of the Project				
Brief Scope of Work				
Type of Project – PPP / EPC / JV / JD / Own Development				
Project Location				
Project Land Area (acres); and Project BUA (in sqft)				
Type and nature of development including project size of components (Industrial / Residential / Commercial / malls / entertainment etc.)				
Project Total Cost (INR crore), excluding land				
Amount incurred / paid by Bidder for development of the Project (INR crore)				
Amount incurred / paid by the Bidder within the Time Window (as per Clause 3.3)				
Date of Award and Commencement				
Date of Completion (Expected date in case of ongoing projects)				
Authority / Client / Partner for whom or with whom the project is carried out				
Plotted Area marketed, as per Clause 3.3 (with details of client to whom the plot is marketed to, plot area, year of execution of lease/license/sale agreement)				
Plotted area marketed to MNC, as per Clause 3.3 (with details of client to whom the plot is marketed to, plot area, year of execution of lease/license/sale agreement)				
Equity holding at the time of execution/ construction, in case the project is undertaken as part of a consortium or partnership (with period during which the equity was held)				
Details of Proof submitted				

Summary of Technical Capacity:

	Experience Based Criteria – Development CATEGORY A: Master Developer – Land Development	Single Entity / Consortium Member 1	Consortium Member 2	Consortium Member 3
1	Number of Eligible Projects (Master Development)			
2	Total land area across Eligible Projects (Master Development) (in acres)			
3	Total area of Greenfield Business District development (in acres)			
4	Number of Greenfield Business District development projects			

	Experience Based Criteria – Development CATEGORY B: Joint Ventures/ Joint Development with Government	Single Entity / Consortium Member 1	Consortium Member 2	Consortium Member 3
1	Number of Joint Ventures/ Joint Development across Eligible Projects			

	Experience Based Criteria – Marketing CATEGORY C: Master Developer – Land Development & Marketing	Single Entity / Consortium Member 1	Consortium Member 2	Consortium Member 3
1	Cumulative plotted development marketed (in acres)			
2	Cumulative plotted development marketed to MNCs (in acres)			

Note:

1. Only the eligible projects that satisfy Technical Eligibility criteria shall be included.
2. All the Financial numbers are to be given in INR
3. The form may also be submitted separately for the Consortium Members, with certification by the respective statutory auditor of each of the Consortium Members. In such case, the Bidder must also submit a summary sheet, with aggregate experience of all Consortium Members, signed and verified by the Lead Member.
4. In case of the use of credentials of an Associate of a Bidder / Consortium Member, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that the person is an Associate of the Bidder or the Consortium Member, as the case may be.
5. The following documentary evidence must be submitted along with the Proposal, to support Technical eligibility claim:
 - a. Category A:
 - i. A certificate from Statutory Auditors certifying payments made for master development. and / or
 - ii. A certificate from local authority / government certifying the development of greenfield business district.
 - b. Category B: A certificate from appropriate government authorities / clients certifying Joint Venture

- c.** Category C: A certificate from Statutory Auditors certifying payments received for marketing for plotted development.

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership number of Statutory Auditor

Bid Response Sheet 2 – Letter for Support from respective government(s) from which country the Bidder / Consortium Member belongs (in case of Bidder / Consortium Member registered outside India)

Bid Response Sheet 3 - Format for Financial Capacity of Single Entity Bidder / Consortium

Turnover, Net Cash Accrual and Net Worth – To be submitted for each Consortium Member

	Value (As on 31.3.17)
Subscribed and Paid-up Equity (A)	
(PLUS) Reserves (B)	
(MINUS) Revaluation reserves (C)	
(MINUS) Miscellaneous expenditure not written off (D)	
(MINUS) Reserves not available for distribution to equity shareholders (E)	
Net Worth (=A+B-C-D-E)	

	Value (Y1)	Value (Y2)	Value (Y3)
Turnover			
Profit Before Tax (A)			
Tax (B)			
Profit After Tax (C = A-B)			
Depreciation (D)			
Net Cash Accrual (=C+D)			

Net Worth (INR Crore)	Turnover (INR Crore)			
	2014-15	2015-16	2016-17	Average
As on 31.3.17				
	Net Cash Accrual (INR Crore)			
	2014-15	2015-16	2016-17	Average

- A. Aggregate Average Turnover, across last 3 years, of Consortium / Single Bidder = INR _____ Crore
- B. Aggregate Net Worth of Consortium / Single Bidder = INR _____ Crore
- C. Aggregate Net Cash Accrual, for last 3 years, of Consortium / Single Bidder = INR _____ Crore

Note:

- All the Financial numbers are to be given in INR.
- The form may also be submitted separately for the Consortium Members, with certification by the respective statutory auditor of each of the Consortium Members. In such case, the Bidder must also submit a summary sheet, with aggregate experience of all Consortium

Members, signed and verified by the Lead Member.

3. In case of the use of credentials of an Associate of a Bidder / Consortium Member, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that the person is an Associate of the Bidder or the Consortium Member, as the case may be.

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership No. of Statutory Auditor

Appendix H : Acknowledgement Letter

(To be submitted on Company’s Letter Head by single bidder / all Consortium members))

I _____ (full name), s/o _____, the _____ (insert designation) of the _____ (insert name of the single Bidder/Joint Venture member, in case of a Joint Venture), state as follows :

- a. Have reviewed the entire Proposal.
- b. Proposal submitted is in accordance with each key element of the Proposal, including, but not limited to, its technical and Financial components, description of the member's responsibilities and commitments to the Project, and the designated person(s) who will represent the JV during the negotiation process.
- c. have participated in only one Proposal for this Project.
- d. each of the JV members will be jointly and severally liable to the Authority.
- e. acknowledges that the Authority reserves the right to reject any / all Proposals including the highest Proposal or withdraw the invitation of the Proposal at any stage without citing any reason.

Authorised signatory

Date:

Name and seal of Bidder

Place:

Appendix I : Statement of Legal Capacity

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

Date:

The Managing Director
Haryana State Industrial & Infrastructure Development Corporation Limited
Plot No. C- 13-14, Sector – 6
Panchkula – 134109
Haryana, India

Dear Sir

We refer to the RFP dated _____ issued by Haryana State Industrial & Infrastructure Development Corporation Limited (the "RFP"). Terms defined in the RFP shall have the same meanings when used in this undertaking.

We hereby confirm that we/our Members in the Consortium, satisfy the terms and conditions laid out in the RFP.

We have agreed that _____ will act as the Lead Member of our Consortium. We have agreed that _____ [name of authorized individual] (the "Authorized Signatory") will act as our representative / will act as the representative of our Consortium and has been duly authorized to submit the Bid Submission and all other documents / submissions to be made by us. Further, the Authorized Signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully

For and behalf of _____

[Signature, name and designation of the Authorized Signatory]

Appendix J : Format of Anti-Collusion Certificate

We refer to the request for proposal dated _____ issued by Haryana State Industrial & Infrastructure Development Corporation Limited (the "RFP"). Terms defined in the RFP shall have the same meanings when used in this certificate.

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other persons and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

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

Date:

Name of Bidder

Signature of authorized signatory of the Bidder

Name and appointment of the authorized signatory of the Bidder

Note: In the event that the Bidder is a Consortium, each Member shall execute a copy of this certificate.

Appendix K : Process for Participating in the Bid Process Online

1. Pre-requisites

- i. Digital Signature: In case of online tendering: It is mandatory to obtain a digital signature from Government of India certified issuing authority. If the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. (for further details to have digital signature please visit how to link at <https://haryanaeprocurement.gov.in>).
- ii. Sign-up: The applicant will have to obtain username and password for the Bid Process by registering on Haryana Government's E-Procurement portal <https://haryanaeprocurement.gov.in>

Steps involved in Submission of Technical Proposal and participation in E-Auction

- A. Submission of Technical Proposal (E-Tendering)
 - i. The Bidder shall have to login to the portal mentioned in Prerequisites ii.
 - ii. Under Tender section of the user dashboard, the Bidder shall have to select the subject Bid
 - iii. Prior to submission of the Technical proposal, the Bidder will need to deposit Bid Security of INR 25 Crore (Rupees Twenty-Five Crores Only) and e-service fee of INR 1000/-
 - iv. The mode of payment shall be as per this ITB.
 - v. Thereafter, the Bidder shall submit the Technical Proposal as per the details given in this document
- B. Participation in E-Auction
 - i. Technically Qualified Bidders shall have to login to the portal mentioned in Pre requisites (ii) of the document
 - ii. In auction section under Current Bid window of the user dashboard, Bidder will have to find the relevant bid and click.
 - iii. Prior to participating in e-auction for the subject bid, the user will have to submit the e-service fee of INR 1000/-
 - iv. Thereafter, the bidder shall enter the auction room of the portal.

Guideline for Online Payments at e-Procurement Portal of Govt. of Haryana

The Bidder shall have the option to make the EMD payment via RTGS/ NEFT/OTC. Using this module, Bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- Each challan shall therefore include the following details that will be prepopulated:
 - I. Beneficiary account no: (unique alphanumeric code for e-tendering)
 - II. Beneficiary IFSC Code:
 - III. Amount:
 - IV. Beneficiary bank branch:
 - V. Beneficiary name:
- The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.