

CORRIGENDUM-1

for “Development of Commercial Complex cum Convention Centre, Mohali on Design, Build, Finance, Operate and Transfer (DBFOT) basis”

SN	Existing Clause (as per original floated RFP)	Revised Clause
1	<p>Section 1 – ITB: Clause 3.2.4(B): Financial Capacity</p> <p>For the purpose of Financial Capacity, the Bidder shall need to satisfy either of the following:</p> <ol style="list-style-type: none"> 1. Net Worth: The Bidder should have a minimum Net Worth of INR 87.5 Crore at the close of the preceding financial year. OR 2. Turnover: The Bidder should have had an average annual Turnover of minimum INR 100 Crore across the last three financial years. 	<p>Shall be revised as below:</p> <p>For the purpose of Financial Capacity, the Bidder shall need to satisfy either of the following:</p> <ol style="list-style-type: none"> 1. Net Worth: The Bidder should have a minimum Net Worth of INR 62.5 Crore as on 31st March 2020. OR 2. Turnover: The Bidder should have had an average annual Turnover of minimum INR 75 Crore across the last three financial years i.e. FY19-20, FY18-19 and FY17-18.
2	<p>Section 1 – ITB: Appendix G</p>	<p>The Appendix G is revised as per Addendum 1.1 below.</p>
3	<p>Section 1 – ITB: Appendix J: Format for Bid / Proposal Security (Bank Guarantee)</p> <p>Details of Beneficiary’s Bank</p> <p>Bank: <></p> <p>Branch: <></p> <p>IFSC Code: <></p>	<p>Shall be deleted.</p>
4	<p>Bid / Proposal Security</p>	<p>The Bid Security shall be paid only as a Bank Guarantee, as per Format J in ITB. Please refer to Addendum 1.2 for details of submission.</p>
5	<p>Clause 3.2.4 (A) (a) Technical Capacity 1 (O&M Experience) of ITB</p> <p>a. Technical Capacity 1 (O&M Experience): The Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have completed development of and / or operated & maintained for a continuous period of 3 years:</p> <ol style="list-style-type: none"> i. Minimum 200 keys in aggregate across 4 star / 5 star hotel(s); AND/ OR ii. Minimum 2,500 pax in aggregate across convention centre(s) / banquet hall(s). 	<p>Shall be revised as below:</p> <p>a. Technical Capacity 1 (O&M Experience): The Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have completed development of and / or operated & maintained for a continuous period of 3 years:</p> <ol style="list-style-type: none"> i. Minimum 200 keys in aggregate across 4 star / 5 star hotel(s); AND/ OR ii. Minimum 2,500 pax in aggregate across convention centre(s) / banquet hall(s). <p>AND/OR</p>

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		<p>iii. Minimum 1 million sqft in aggregate across retail development(s).</p> <p><i>Rest all provisions of Clause 3.2.4 remain unchanged.</i></p>
6	<p>Clause 3.2.5, ITB</p> <p>The Bidder (or any member of the Consortium) may showcase credentials of their own or their Associate(s) for the purpose of satisfying Minimum Eligibility Criteria as per Clause3.2.4. For the purpose of this RFP, as Associate shall mean, in relation to the Bidder, an entity which controls, is controlled by, or is under the common control with such Bidder. The expression “control” means, with respect to an entity, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such entity. It is clarified that 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 a person is an Associate of the Bidder or the Consortium as the case may be.</p>	<p>A Format G.5 for providing auditor’s certification with regards to Associate is provided in Appendix 1.1.</p>
7	<p>Section 1 - ITB</p>	<p>All references to “Consortium” are replaced with “Consortium / Joint Venture (JV)”</p>
8	<p>-</p>	<p>A guidance note to bid submission is provided in Addendum-1.2 to this Corrigendum-1.</p>
9	<p>Section 2 – DCA, Clause 19.3</p> <p>19.3.1 In consideration of the lease of the Site and the rights appurtenant thereto in favor of the Concessionaire, the Concessionaire shall, during the Concession Period, in terms of this Agreement and the Site Lease Deed, make payments to the Authority by way of annual lease rentals (the “Lease Rentals”) starting at a concessional rate of INR 1,00,00,000 (Rupees One Crore) per annum and subject to escalation at 5% (five per cent) per annum on a compounded basis.</p> <p>19.3.2 The Lease Rentals shall be paid in advance at the start of every year. The first payment shall be made on the date of execution of the Lease</p>	<p>Shall be revised as below:</p> <p>19.3.1 In consideration of the lease of the Site and the rights appurtenant thereto in favor of the Concessionaire, the Concessionaire shall, during the Concession Period, in terms of this Agreement and the Site Lease Deed, make payments to the Authority by way of annual lease rentals (the “Lease Rentals”) starting at a concessional rate of INR 1,00,00,000 (Rupees One Crore) per annum and subject to escalation at 5% (five per cent) per annum on a compounded basis.</p> <p>19.3.2 The first payment shall be made on the date of execution of the Lease Deed. The subsequent payments shall be due and payable on every subsequent anniversary of the date of execution of the Lease Deed.</p>

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	<p>Deed. The subsequent payments shall be due and payable on every subsequent anniversary of the date of execution of the Lease Deed.</p>	<p>19.3.3. The Concessionaire shall be allowed to make advance payment of Lease Rentals due for the entire duration of the Concession Agreement (“Pre-Payment of Lease Rentals”), subject to the following provisions:</p> <ol style="list-style-type: none"> a) The Concessionaire may, solely at its discretion, choose to pay the Lease Rentals, due for the residual Concession Period, in a single instalment. b) A request for pre-payment shall only be allowed during a period starting from 1st anniversary of COD till date falling on 6th anniversary of COD (“Allowed Pre-Payment Window”). c) In case the Concessionaire chooses to make Pre-Payment of Lease Rentals during the Allowed Pre-Payment Window, it shall submit a written request to the Authority in this regard, citing estimates Pre-Payment Amount and expected date of payment. d) The Pre-Payment Amount shall be computed as a net present value (NPV) of residual Lease Rentals over the Concession Period, discounted at 12% (“Pre-Payment Amount”). e) Upon receipt of Pre-Payment Amount, the Authority shall sign a supplementary Lease Deed with the Concessionaire, revising the Lease Rental payable for each year of the remaining Concession Period as INR 1 (Rupee One).
10	<p>Performance Security</p> <ol style="list-style-type: none"> (i) Construction Performance Security (Pre-COD) – INR 18 Crore (Rupees Eighteen Crore Only) (ii) Operations Performance Security (Post-COD) – INR 9 Crore (Rupees Nine Crore Only). <p>Performance Security shall escalate by 15%, every 3 years, on a compounded basis.</p>	<p>Performance Security</p> <ol style="list-style-type: none"> (i) Construction Performance Security (Pre-COD) – INR 12.5 Crore (Rupees Twelve Crore and Fifty Lakh Only) (ii) Operations Performance Security (Post-COD) – INR 6.25 Crore (Rupees Six Crore Twenty Five Lakh Only). <p>Operations Performance Security shall escalate by 15%, every 3 years, on a compounded basis.</p>
11	<p>Article 12.4.5, Draft Concession Agreement</p> <p>12.4.5 In the event that COD is not achieved by the Scheduled Completion Date for any reason, other than Force Majeure or reasons attributable to the</p>	<p>Shall be revised as:</p> <p>12.4.5 In the event that COD is not achieved by the Scheduled Completion Date for any reason, other than Force Majeure or reasons attributable to the</p>

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	<p>Concessions Authority or any Competent Authority, the Concessionaire shall, subject to sub-clause 12.5 below, comply with following:</p> <p>a) The Concessionaire shall be liable to pay to the Authority, Damages for delay beyond the Scheduled Completion Date at the rate of INR 1 Cr (Rupees One Crore) per month of delay beyond the Scheduled Completion Date until COD is achieved.</p>	<p>Concessions Authority or any Competent Authority, the Concessionaire shall, subject to sub-clause 12.5 below, comply with following:</p> <p>a) The Concessionaire shall be liable to pay to the Authority, Damages for delay beyond the Scheduled Completion Date at the rate of INR 70 Lakh (Rupees Seventy Lakh) per month of delay beyond the Scheduled Completion Date until COD is achieved.</p>
12	<p>Article 4.5.2, Draft Concession Agreement</p> <p>4.5.2 Upon termination of this Concession Agreement pursuant to delay / non-fulfilment of Condition Precedents by the Concessionaire:</p> <ul style="list-style-type: none"> • The Concessionaire shall transfer all of its rights, title and interest in the Project Assets to the Concessions Authority; • The Performance Security, as subsisting, shall be returned by the Authority to the Concessionaire; • The Upfront Premium paid by the Concessionaire shall be returned by the Authority; • {100% of Additional Performance Security, if paid, shall be returned.} 	<p>Shall be revised as below:</p> <p>4.5.2 Upon termination of this Concession Agreement pursuant to delay / non-fulfilment of Condition Precedents by the Authority:</p> <ul style="list-style-type: none"> • The Concessionaire shall transfer all of its rights, title and interest in the Project Assets to the Concessions Authority; • The Performance Security, as subsisting, shall be returned by the Authority to the Concessionaire; • The Upfront Premium paid by the Concessionaire shall be returned by the Authority; • {100% of Additional Performance Security, if paid, shall be returned.}
13	<p>Article 7.2: Representations and Warranties of the Concessions Authority</p> <p>The Concessions Authority represents and warrants to the Concessionaire that:</p> <ol style="list-style-type: none"> a) The Concessions Authority has full power and authority to execute, deliver and perform its obligations under this Concession Agreement and to carry out the transactions contemplated hereby; b) The Concessions Authority have taken all necessary action to authorize the execution, delivery and performance of this Concession Agreement; c) This Concession Agreement constitutes a legal, valid and binding obligation enforceable against the Concessions Authority in accordance with the terms hereof; d) The Concessions Authority is subject to laws of India with respect to this Concession and it hereby expressly and irrevocably waives any 	<p>Shall be revised as below:</p> <p>The Concessions Authority represents and warrants to the Concessionaire that:</p> <ol style="list-style-type: none"> a) The Concessions Authority has full power and authority to execute, deliver and perform its obligations under this Concession Agreement and to carry out the transactions contemplated hereby; b) The Concessions Authority have taken all necessary action to authorize the execution, delivery and performance of this Concession Agreement; c) This Concession Agreement constitutes a legal, valid and binding obligation enforceable against the Concessions Authority in accordance with the terms hereof; d) The Concessions Authority is subject to laws of India with respect to this Concession and it hereby expressly and irrevocably waives any

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	<p>sovereign immunity in any jurisdiction in regard to matters set forth in this Concession Agreement;</p> <p>e) The Concessionaire shall have complete, lawful and uninterrupted Site Possession of the Project by way of lease in accordance with this Concession Agreement;</p> <p>f) All information provided by the Concessioneing Authority in the RFP document in connection with the Project is to the best of its knowledge and true and accurate in all material respects; and</p> <p>g) The Concessioneing Authority has the financial standing and capacity to perform its obligations under the Concession Agreement.</p>	<p>sovereign immunity in any jurisdiction in regard to matters set forth in this Concession Agreement;</p> <p>e) The Concessionaire shall have complete, lawful and uninterrupted Site Possession of the Project by way of lease in accordance with this Concession Agreement;</p> <p>f) All information provided by the Concessioneing Authority in the RFP document in connection with the Project is to the best of its knowledge and true and accurate in all material respects; and</p> <p>g) The Concessioneing Authority has the financial standing and capacity to perform its obligations under the Concession Agreement.</p> <p>h) The Authority holds complete ownership and clear title of the Site.</p>
14	<p>Article 5.3.2, Draft Concession Agreement</p> <p>The Concessionaire shall submit to the Authority the drafts of all Project Agreements, or any amendments or replacements thereto, with regards to Mandatory Development Obligations, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within fifteen (15) days of the receipt of such drafts. In the event no comments are provided within 15 (fifteen) days of receipt of drafts by the Authority, it shall be deemed as approved by the Authority and the Concessionaire may execute the said agreement/s. Within seven (7) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that no review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever. Further, the Concessionaire shall not be required to take Authority’s explicit approval with respect to Project Agreements executed</p>	<p>Shall be revised as below:</p> <p>The Concessionaire shall submit to the Authority the drafts of all Project Agreements, or any amendments or replacements thereto, with regards to Mandatory Development Obligations, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 30 (thirty) days of the receipt of such drafts. In the event no comments are provided within 30 (thirty) days of receipt of drafts by the Authority, it shall be deemed as approved by the Authority and the Concessionaire may execute the said agreement/s. Within seven (7) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that no review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever. Further, the Concessionaire shall not be required to take Authority’s explicit approval with respect to Project Agreements executed</p>

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	for Optional Project Facilities. However, it shall submit a copy of such executed Project Agreements for the Authority’s record within 7 (seven) days of such execution. Notwithstanding anything to the contrary as mentioned in this Article 5.3.2, the liability of compliance of all Project Agreements with the terms of this Agreement, shall solely rest with the Concessionaire.	for Optional Project Facilities. However, it shall submit a copy of such executed Project Agreements for the Authority’s record within 7 (seven) days of such execution. Notwithstanding anything to the contrary as mentioned in this Article 5.3.2, the liability of compliance of all Project Agreements with the terms of this Agreement, shall solely rest with the Concessionaire.
15	Article 16: Operations and Maintenance Draft Concession Agreement	<p>New Clause 16.1.4 to be added:</p> <p>“The selected Concessionaire shall have to provide 7-days rent free space (“Event Days”), every year, to Government of Punjab’s agencies for hosting various government events and functions. The number of Event Days shall not be transferable to next year.</p> <p>The line department for managing the bookings shall be GMADA.</p> <p>The convention centre / events space shall be provided rent free. However, other services including accommodation and F&B shall be chargeable and payable as per negotiated rates.</p> <p>Further, the concerned agency shall be required to book the space at least 3-months in advance of the event date.</p> <p>However, if the Concessionaire already has a conflicting booking, the Concessionaire would retain the right to refuse the booking and suggest alternate dates.”</p>
16	Bid Due Date – 18th September 2020 at 3:00 pm	Bid Due Date – 9th October 2020 at 3:00 pm

All other terms and provisions of the RFP remain unchanged.

ADDENDUM - 1

for “Development of Commercial Complex cum Convention Centre, Mohali on Design, Build, Finance, Operate and Transfer (DBFOT) basis”

ADDENDUM – 1.1
Appendix G / Format G

A. 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. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into INR at the daily representative exchange rates published by the International Monetary Fund for the relevant date.
5. Documentary evidence must be submitted along with the Proposal, to support Financial Capacity claim. The Bidders should provide support Financial Capacity with audited annual accounts, including, audited Balance Sheet and Profit and Loss Account of the Bidder (or each member in case of a consortium).
6. Refer to the following format for establishing experience of bidder.

Format G.1
Bid Response Sheet 1- Format for Technical Capacity-1
(Fill Either G.1.1 OR G.1.2)

Format G.1.1: If the Bidder / Consortium fulfils the Technical Capacity-1

	Project 1	Project 2	Project 3	Project n
Member Code (NA / LM / NLM /LM-A / NLM-A)				
Name and nature of the Project				
Type: Hotel / Banquet Hall / Convention Centre / Retail				
Role - Developer/Prime contractor/ Subcontractor				
Involvement of entity – Construction only / O&M only / Owner				
Type of Project – PPP / EPC / Own Development				
Project Location				
Theatre-style capacity of Banquet space / convention centre (in Pax), if applicable				
Number of Hotel keys, if applicable				
Star category of Hotel, if applicable				
Covered area of retail development, if applicable				
Date of receipt of Occupation Certificate, or equivalent				
Date of start of operations				
Authority / Client for whom the project is carried out				
Start date, when the entity claiming experience has commenced O&M of the Project				
End date, till when the entity claiming experience has undertaken O&M of the Project				
Details of Proof submitted				

Note:

1. Only the eligible projects that satisfy Technical Capacity-1 criteria shall be included.
2. All the currency numbers are to be given in INR.
3. The form may also be submitted separately for the Consortium Members / Associates, with certification by the respective statutory auditor of each of the Consortium Members / Associates. 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, as per Format G.5, 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 Capacity-1 claim:
 - a. **PROOF OF HOTEL KEYS:**
 - i. A certificate from appropriate authorities / clients certifying project size OR
 - ii. In case of owned projects, copy of approved as-built municipal drawings clearly showing number of keys. OR a certificate from registered municipal architect certifying number of hotel keys.

OR

b. PROOF OF COVERED AREA OF RETAIL DEVELOPMENTS:

- i. A certificate from appropriate authorities / clients certifying project size OR
- ii. In case of owned projects, copy of approved as-built municipal drawings clearly showing covered area.

OR

c. PROOF OF CAPACITY OF BANQUET SPACE / CONVENTION CENTRE:

- i. A certificate from appropriate authorities / clients certifying project size OR
- ii. In case of owned projects, copy of approved as-built municipal drawings clearly showing covered area of the banquet hall / convention hall in which case the capacity shall be computed by dividing the covered area (in sqft) by 10. OR
- iii. In case of owned projects, certificate from registered municipal architect confirming covered area of the banquet hall / convention hall, in which case the capacity shall be computed by dividing the covered area (in sqft) by 10.

AND

d. PROOF OF EXPERIENCE AND ROLE

- i. Letter of Award / Contract AND a certificate from appropriate authorities / clients certifying other details not given in Letter of award / contract. OR
- ii. In case of owned projects, certificate from statutory auditor. OR
- iii. In case of Eligible Projects awarded under PPP / EPC mode:
Relevant pages of the work order / letter of award / contract / agreement. Relevant pages shall mean the Preamble of such contract / agreement detailing the parties, section containing information on project details like size / cost, and the last pages detailing the signatories.

6. Special Conditions for a Consortium

- a. The Technical Capacity of the Bidder would be taken as aggregate of all members of the Consortium, who hold and shall continue to hold at least 26% equity shareholding till 5 years from COD.
- b. The Technical Capacity of Associates can be taken into account while calculating Technical and Financial Capacity of Bidders / member of Consortium.

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership number of Statutory Auditor

Format G.1.2: If the Bidder / Consortium doesn't fulfil the Technical Capacity-1

(please refer to Note 1 and Note 2 to Clause 3.2.4 of ITB for details)

Undertaking for meeting Technical Capacity 1 through an Operating Partner

I / We undertake that if selected to undertake the Project:

1. I/we shall meet the Technical Capacity 1 through a professional third-party operator, which fulfils the Technical Capacity 1 ("Operating Partner").
2. I/We shall enter into an O&M Contract with the Operating Partner before COD.
3. I/We shall ensure that the Operating Partner is operating the Convention Centre and Hotel at all times from COD till the 5th anniversary of COD ("Operator Lock-in Period").
4. I/We shall submit an Additional performance Security, in the form of a Bank Guarantee, for an amount of INR 5 Crores as a pre-condition to signing of the Concession Agreement and shall be obligated to keep the Additional Performance Security revalidated, renewed, extended and continuously in force and effect up to a period of six months beyond the expiry of the Operator Lock-in Period.

Authorized signatory

Date:

Name and seal of Bidder

Place:

Format G.2

Bid Response Sheet 2 - Format for Technical Capacity-2

(Fill Table 1 compulsorily | Fill either G.2.1 OR G.2.2)

The Bidder needs to submit the following:

- **Format G.2.1:** To be submitted separately for each Consortium Member / Associate, and certified by the statutory auditor of the consortium member / Associate, Authorized Signatory and the authorized signing officer of the respective consortium member / Associate.
- **Format G.2.2:** To be a summary form for all consortium members / Associates, and certified by Authorized Signatory.

TABLE 1: Details of Eligible Projects under Category 1 /2/3/4: To be filled compulsorily in all cases

		Project 1	Project 2	Project 3	Project n
1	Member Code (NA / LM / NLM /LM-A / NLM-A)				
2	Name and nature of the Project				
3	Type: Category 1 / Category 2 / Category 3 / Category 4				
4	Role – Owner / Developer / Prime contractor / Subcontractor				
5	Type of Project – PPP / EPC / Own Development				
6	Project Location				
7	Project land area (acres) or Project BUA (in sqft), as applicable				
8	Total Project cost (i.e. Construction Cost / CAPEX) (INR crore), excluding cost of land				
9	Value of Contract awarded to the entity claiming experience (INR crore)				
10	Total amount: a) paid for / received for construction, and/or b) incurred or paid for development; by the entity claiming experience, over last 7 financial years (i.e. starting from 1 st April 2013)	FY13-14			
		FY14-15			
		FY15-16			
		FY16-17			
		FY17-18			
		FY18-19			
		FY19-20			
		TOTAL (A)			
11	Date of commencement of Construction works				
12	Date of Completion of construction works (Expected date in case of ongoing projects)				
13	Date of commencement of operations				
14	Revenue collected and appropriated by the entity claiming experience, for each of the last 7 financial years (i.e. starting from 1 st April 2013).	FY13-14			
		FY14-15			

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		FY15-16				
		FY16-17				
		FY17-18				
		FY18-19				
		FY19-20				
		TOTAL (B)				
15	Authority / Client for whom the project is carried out, applicable					
16	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)					
15	Details of Proof submitted					

Note:

1. Only the eligible projects that satisfy Technical Capacity-2 criteria shall be included.
2. All the currency numbers are to be given in INR.
3. In case of the use of credentials of an Associate of a Bidder / Consortium Member, a certificate, in format G.5, 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.
4. The following documentary evidence must be submitted along with the Proposal, to support Technical Capacity-2 claim:

a. PROOF OF PROJECT COST (AS PER ROW 8 OF TABLE 1 ABOVE]

- i. A certificate from appropriate authorities / clients certifying project cost. OR
- ii. In case of owned projects, certificate from statutory auditor.

AND

b. PROOF OF EXPERIENCE AND ROLE (AS PER ROW 4, 5, AND 9 OF TABLE 1 ABOVE]

- i. Letter of Award / Contract AND a certificate from appropriate authorities / clients certifying other details not given in Letter of award / contract. OR
- ii. In case of owned projects, certificate from statutory auditor. OR
- iii. In case of Eligible Projects awarded under PPP / EPC mode:
Relevant pages of the work order / letter of award / contract / agreement. Relevant pages shall mean the Preamble of such contract / agreement detailing the parties, section containing information on project details like size / cost, and the last pages detailing the signatories.

AND

c. PROOF of ROW 10 and 14

- i. AMOUNTS PAID FOR OR RECEIVED FOR DEVELOPMENT AND/OR CONSTRUCTION (AS PER ROW 10 OF TABLE 1 ABOVE]
 - Certificate from statutory auditor OR
 - Certificate from Client / project owning authority.

OR

- ii. PROOF OF REVENUE COLLECTED AND APPROPRIATED (AS PER ROW 10 OF TABLE 1

ABOVE]

- Certificate from statutory auditor.

AND

d. AUDITED FINANCIAL STATEMENTS FOR EACH FINANCIAL YEAR.

(Signature of Authorised signing officer of the consortium member / Associate)

Company seal & stamp

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership number of Statutory Auditor

Format G.2.1: If the Bidder / Consortium fulfils the Technical Capacity-2A

		Single Entity / Consortium Member 1	Consortium Member 2	Consortium Member 3
1	Proposed shareholding in the Consortium, if applicable			
2	Total number of Category 1 Eligible Projects, as per Table 1			
3	Sum total of amount incurred / paid / received for Category 1 Eligible Projects (i.e. sum of Row [10] & [14] in Table 1 above, for Category 1 Eligible Projects)			
4	Total number of Category 2 Eligible Projects			
5	Sum total of amount incurred paid / received for Category 1 Eligible Projects (i.e. sum of Row [10] & [14] in Table 1 above, for Category 2 Eligible Projects)			
6	Sum total of amounts incurred / paid / received for all Eligible projects (Row 3 + Row 5)			
7	Sum total for the Bidder, across all Consortium members (INR crore) Technical Capacity-2A:			

OR

Format G.2.2: If the Bidder / Consortium fulfils the Technical Capacity-2B

		Single Entity / Consortium Member 1	Consortium Member 2	Consortium Member 3
1	Proposed shareholding in the Consortium, if applicable			
2	Total number of Category 3 Eligible Projects, as per Table 1			
3	Sum total of amount incurred / paid / received for Category 3 Eligible Projects (i.e. sum of Row [10] & [14] in table 1 above, for Category 3 Eligible Projects)			
4	Total number of Category 4 Eligible Projects			
5	Sum total of amount incurred paid / received for Category 4 Eligible Projects (i.e. sum of Row [10] & [14] in table 1 above, for Category 4 Eligible Projects)			
6	Sum total of amounts incurred / paid / received for all Eligible projects (Row 3 + Row 5)			
7	Sum total for the Bidder, across all Consortium members (INR crore) Technical Capacity-2B:			

Note: Special Conditions for a Consortium

1. The Technical Capacity of the Bidder would be taken as aggregate of all members of the Consortium, who hold and shall continue to hold at least 26% equity shareholding till 5 years from COD.
2. The Technical Capacity of Associates can be taken into account while calculating Technical and Financial Capacity of Bidders / member of Consortium.

(Signature of Authorised Signatory)

Company seal & stamp

Format G.3

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

Turnover and Net Worth

Net Worth (INR Crore)	Turnover (INR Crore)			
As on 31.3.20	FY18	FY19	FY20	Average

Note:

1. All the currency numbers are to be given in INR.
2. Please enter N/A if any column is not applicable.
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.
4. The Bidder may also submit separate form for Associates and itself, certified by the respective statutory auditors. In such case, a summary form needs to be submitted, countersigned by the Authorized Signatory.

(Signature of Authorised Signatory)

Company seal & stamp

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

Format G.4

Bid Response Sheet 4 - Format for Financial Capacity of Consortium

The Bidder needs to submit the following:

- **Format G.4.1:** To be submitted separately for each Consortium Member / Associate, and certified by the statutory auditor of the consortium member / Associate, Authorized Signatory and the authorized signing officer of the respective consortium member / Associate.
- **Format G.4.2:** To be a summary form for all consortium members / Associates, and certified by Authorized Signatory.

Format G.4.1: Turnover and Net Worth – To be submitted separately for each Consortium Member / Associate

Name of Consortium Member / Associate	Net Worth (INR Crore)	Turnover (INR Crore)			
	As on 31.3.20	FY18	FY19	FY20	Average

All the currency numbers are to be given in INR.
Please enter N/A if any column is not applicable.

(Signature of Authorised signing officer of the respective consortium member / Associate)

Company seal & stamp

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership number of Statutory Auditor

Format G.4.2: Turnover and Net Worth – SUMMARY of BIDDER

Bidder Type	Equity Share (%)	Turnover (INR Crore)				Net Worth (INR Crore)
		FY18	FY19	FY20	Average	As on 31 st March 2020
Single Entity / Member 1						
Member 2						
Member 3						
Sum-Total						
Aggregate, in proportion to equity stake held						

Aggregate Average Turnover (in proportion to equity stake held by the Consortium Member)

= INR ----- Crore

Aggregate Net worth (in proportion to equity stake held by the Consortium Member)

= INR _____ Crore

Note:

1. All the currency numbers are to be given in INR.
2. In case of the use of credentials of an Associate of a Bidder / Consortium Member, a certificate, as per Format G.5, 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.
3. The Financial Capacity of the Bidder would be taken as an arithmetic sum of net worth and turnover, respectively, of each member of the Consortium, who hold and shall continue to hold at least 26% equity shareholding till 5 years from COD, calculated in the ratio of their stake in the Consortium.

(Signature of Authorised Signatory)

FORMAT G.5

**Certificate from the Statutory Auditor/ Company Secretary regarding Associate
(To be printed on Letter Head)**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of _____ (*name of the Bidder/ Consortium Member/ Associate*) is held, directly or indirectly¹, by (*name of Associate/ Bidder/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 3.2.4 of the ITB.

A brief description of the said equity held, directly or indirectly, is given below:

.....

{Describe the shareholding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.}

Signature of Statutory Auditor of Bidder / Consortium Member

Signature of Authorized signing officer of the consortium member, whose Associate is certified herein.

Signature of Authorized Signatory

¹ In the case of indirect shareholding, the intervening companies in the chain of ownership should also be Associates i.e., the shareholding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

ADDENDUM – 1.2
Guidance Note to Bid Submission

Eligibility for participation in the Bid:

1. **The Bidder can be a Registered Partnership Firm or a Registered Company (as per Clause 3.2.1, Page 19 of ITB). The Bidder can also be a Consortium / JV of such Registered Partnership Firm or a Registered Companies, subject to a maximum of 3 members.**

 2. **For participation in the tender, the Bidder needs to have the following credentials:**
 - A. **Technical Capacity [As per Clause 3.2.4 (A), Page 19 of ITB and Corrigendum-1]**
 - a) Technical Capacity 1 (O&M Experience)

AND

 - b) **Either of:**
 1. Technical Capacity 2A

OR

 - 2. Technical Capacity 2B.

AND
 - B. **Financial Capacity [As per Clause 3.2.4 (B), Page 23 of ITB and Corrigendum-1]**
-
3. **For the purpose of evaluation of Technical Capacity and Financial Capacity (As per Clause 3.2.4, 3.2.5 and Clause 3.3 of ITB):**
 - A. In case the Bidder is an individual entity, credentials of that entity or its Associates can be submitted.
 - B. In case the Bidder is a consortium / JV, credentials of consortium / JV members who shall each hold at least 26% equity in project SPV company for minimum 5 years period from COD, shall be submitted.
 - a) The Financial Capacity of the Bidder would be taken as an arithmetic sum of net worth and/or turnover, respectively, of each eligible member of the Consortium, calculated in the ratio of their stake in the Consortium.
 - b) The Technical Capacity of the Bidder would be taken as aggregate of all eligible members of the Consortium.
 - C. Bidders / consortium members can also use credentials of their associates (Refer Note to clause 3.2.4 at Page 23 of ITB) for meeting Technical Capacity and Financial Capacity.
-
4. **In case the Bidder doesn't meet the Technical Capacity 1 (O&M Experience), it can submit an undertaking as per Appendix G.1. Please refer to Note 1 and Note 2 to Clause 3.2.4 (A), Page 19 of RFP for details.**

5. In case the Bidder uses credentials of its Associate (see definition in Clause 3.2.4 of ITB), it needs to submit a certificate as per Format G.5.

Bid submission guidelines:

1. **Step 1** – Register on <https://eproc.punjab.gov.in/nicgep/app> after procuring a Class III digital signature (if case of consortium, only lead member needs to register). Please refer to Clause 3.14.2, Page 30 of ITB for details.
2. **Step 2** – Pay Bid Document Fee (INR 5,000/-) online on the portal above in Step 1, at least 3 days prior to bid submission date. (As per Clause 1.1.6 of ITB)
3. **Step 3** – Procure the Bid / Proposal Security as a Bank Guarantee of INR 2.5 Cr (as per Format J, Page 65 of ITB)
4. **Step 4 – Prepare the Technical Proposal**
The Technical Proposal needs to have 13 sections as explained below.

Please note:

- Each page of the proposal shall be signed and stamped by Authorized Signatory.
- The 13 sections need to be retained as per sequence provided below.

#	SECTIONS OF TECHNICAL PROPOSAL	Format	Requirement
1	Letter of Application and Interest	Format A, Page 41 of ITB	COMPULSORY 1. Print on Bidder’s letter head (In case of Consortium, Lead member’s letter head) 2. Fill as per Format A 3. To be signed and stamped by Authorized Signatory
2	General Information of the Bidder	Format B, Page 45 of ITB	COMPULSORY 1. Print on normal A4 paper 2. Fill as per Format B 3. To be signed and stamped by Authorized Signatory
3	Affidavit	Format C, Page 46 of ITB	COMPULSORY 1. Print on INR 100 stamp paper. 2. Fill as per Format C. 3. To be signed and stamped by Authorized Signatory. 4. In case of Consortium, each member should give a separate Affidavit.
4	Power of Attorney for Authorized Signatory	Format D, Page 47 of ITB	COMPULSORY 1. Print on INR 100 stamp paper. 2. Fill as per Format D. 3. Should be Notarized.

#	SECTIONS OF TECHNICAL PROPOSAL	Format	Requirement
			4. In case of Consortium / JV, the Lead Member of the Consortium should issue the PoA in name of the Bidder’s Authorized Signatory.
5	Power of Attorney by each Member of Consortium / JV in favour of Lead Member	Format E, Page 48 of ITB	<p>Only applicable if participating as a Consortium / JV</p> <ol style="list-style-type: none"> 1. Print on INR 100 stamp paper. 2. Fill as per Format D2. 3. Should be Notarized. 4. Each member of the Consortium should sign the format E. Alternately, each member of Consortium can issue a separate Power of Attorney in the Format E.
6	Consortium / JV Agreement	Format F, Page 49 of ITB	<p>Only applicable if participating as a Consortium OR JV</p> <ol style="list-style-type: none"> 1. Print on Stamp Paper of appropriate value. 2. Fill as per Format F. 3. Should be notarized.
7	Minimum Eligibility Criteria Bid Response Sheet 1 – Format for Technical Capacity-1	Format G.1, (Refer Addendum-1.1)	<p>Format G.1 COMPULSORY Please fill in the relevant format given in Format G.1.1 OR G.1.2, as applicable.</p> <p>In case Bidder meets the Technical Capacity-1 by itself or through its Associate:</p> <ol style="list-style-type: none"> 1. Fill Format G.1.1. 2. Fill details of eligible projects as per Clause 3.2.4 (A), Page 19 of ITB and as per revised Technical Capacity-1 in Corrigendum-1. 3. Eligible projects of Consortium members / Associates can also be submitted as separate forms, certified by their respective statutory auditors. A summary table, certified by the Authorized signatory of the Lead member needs to be submitted summarizing details of individual consortium members / Associates. 4. Print on normal A4 paper. 5. Form G.1.1 needs to be signed and stamped by both authorized signatory and the Statutory Auditor / CA. 6. Please submit documentary evidence in support of each Eligible Project as per Note 5 to Format G.1 (Refer Addendum-1.1). The documentary proof needs to be attached after Format G.1.1. 7. Projects without proof will not be considered. <p>OR</p> <p>In case Bidder doesn’t meet the Technical Capacity-1:</p> <ol style="list-style-type: none"> 1. If Bidder doesn’t have meet the Technical Capacity-1 by itself or through its Associates, it would need to on-board an Operating Partner after selection. Please refer to Note 1 and Note 2 at Page 19 of ITB for more details.

#	SECTIONS OF TECHNICAL PROPOSAL	Format	Requirement
			2. Please fill the Format G.1.2. 3. Print on normal A4 paper. 4. Form G.1.2 needs to be signed and stamped by the authorized signatory.
8	Minimum Eligibility Criteria Bid Response Sheet 2 – Format for Technical Capacity-2	Format G.2, (Refer Addendum-1.1)	Please fill in: 1. Table 1 – To be filled separately for each consortium member / Associate. 2. Either of A. Format G.2.1 OR B. Format G.2.2 Notes to filling Table 1: 1. Fill details of eligible projects as per Clause 3.2.4 (A), Page 19 of ITB, in Table 1. 2. Eligible projects of Consortium members / Associates need to be submitted as separate sheets, certified by their respective statutory auditors. 3. Print on A4 sheet. 4. The Table 1 for each consortium member / Associate should be certified by their respective statutory auditor, respective authorized signing officer and the Authorized Signatory of the bid. 5. Please submit documentary evidence in support of each Eligible Project as per Note 5 to Table 1 of Format G.2. (Refer Addendum-1.1). The documentary proof needs to be attached after Table 1. 6. Projects without proof will not be considered. Notes to filling either G.2.1 OR G.2.2: 1. Summarize the eligible projects provided in Table 1 for all consortium members / Associates. 2. Print on A4 sheet. 3. The form G.2.1 or G.2.2, as applicable, needs to be signed and stamped by the Authorized Signatory.
9	Minimum Eligibility Criteria Bid Response Sheet 3 – Format for Financial Capacity of single entity Bidder OR Bid Response Sheet 4 – Format for Financial Capacity of Consortium / JV	Format G.3, Page 61 of ITB (Refer Addendum-1.1) OR Format G.4, (Refer Addendum-1.1)	COMPULSORY 1. If the Bidder is an individual entity, it needs to submit the Format G.3, which needs to be signed and stamped by both authorized signatory and Statutory Auditory / CA of the entity. 2. If the Bidder is a consortium / JV, it needs to submit Format G.4. A. Fill details in Format G.4.1 for each consortium member / Associate, certified by the respective statutory auditor, respective authorized signing officer and the Authorized Signatory of the bid.

#	SECTIONS OF TECHNICAL PROPOSAL	Format	Requirement
			B. Summarize details of all consortium members / Associates in Format G.4.2. This format needs to be certified by the Authorized Signatory of the Bidder.
10	Certification of Statutory Auditor for Associate	Format G.5 Refer Addendum-1	In case the Bidder / consortium members have submitted credentials of their Associates for the purpose Technical Capacity 1 / Technical Capacity 2 / Financial Capacity, the entity needs to submit the certificate as per Format G.5. 1. Print on Bidder / consortium member’s letter head. 2. Fill as per Format G.5 3. To be signed and stamped by the respective statutory auditor, respective authorized signing officer and the Authorized Signatory of the bid.
11	Acknowledgement	Format H, Page 63 of ITB	COMPULSORY 1. Print on Bidder’s letter head 2. Fill as per Format H. 3. To be signed and stamped by Authorized Signatory 4. In case of Consortium, all members need to sign the same form or submit separate forms.
12	Statement of Legal Capacity	Format I, Page 64 of ITB	COMPULSORY 1. Print on Bidder’s letter head 2. Fill as per Format I 3. To be signed and stamped by Authorized Signatory 4. In case of Consortium, all members need to sign the same form or submit separate forms.
13	Supporting Documents	-	Compulsory Documents: 1. Documents certifying Bidder’s legal status/ Certificate of incorporation / registration (Should be Notarized) 2. Audited financial statement for last 3 financial years (FY20, FY19, FY18) 3. Annual Reports for last 3 financial years (FY20, FY19, FY18) Optional Documents: 1. Latest brochures of the Bidder / members of consortium.

5. **Step 5 - Prepare and submit Online Bid**

The following needs to be completed:

- A. Merge the following into a single PDF document:
- Scanned copy of “Technical Proposal”, as per Step 4 above.
 - Scanned copy of Bank Guarantee for Bid / Proposal Security, as per Step 3 above.

- B. Call the merged file as “Technical Submission”
- C. Upload the Technical Submission file online.
- D. Proceed to Financial Proposal submission.
- E. Enter the amount of Financial Proposal.
- F. Click Submit.
- G. Take a snapshot of successful bid submission for your records.

Please refer to Clause 3.14.2, Page 30 of ITB for details.

6. Step 6 – Submit Hard Copy / Physical Copy of Bid

- A. Please make two separate envelopes as below.

B. Envelope 1 – Mark as “Proposal Fee”

- a) Enclose ORIGINAL Bid / Proposal Security of INR 2.5 Cr (to be submitted as a Bank Guarantee – as per Format J, Page 65 of ITB), as per STEP 3 above.
- b) Enclose snapshot of confirmation page of online payment of Bid Document Fee – 5,000/-, as per STEP 2 above.
- c) Mark the envelope as “**Proposal Fee**”.
- d) Seal the envelope.

C. Envelope 2 – Mark as “Technical Proposal”

- a) Bind the Technical Proposal, in original, as prepared in STEP 4 above.
- b) Enclose the bound Technical Proposal in the envelope.
- c) Mark the envelope as “**Technical Proposal**”.
- d) Seal the envelope.

- D. Both Envelope 1 and Envelope 2 shall be enclosed in an outer cover / envelope and marked as

“To,
Managing Director
Punjab Infrastructure Development Board (PIDB)
33-35, SCO, Sector 34A Rd, Sub City Center

Addendum-1 for “Development of Commercial Complex cum Convention Centre, Mohali on Design, Build, Finance, Operate and Transfer (DBFOT) basis”

Sector 34, Chandigarh – 160022

Development of Commercial Complex cum Convention Centre at Mohali on DBFOT basis

Submitted by :<Name of Bidder>”

- E.** Seal the outer envelope.
- F.** Submit the Bid to the following address before 3:00 pm on the Bid Due Date.

Managing Director
Punjab Infrastructure Development Board (PIDB)
33-35, SCO, Sector 34A Rd, Sub City Center
Sector 34, Chandigarh – 160022