UT ADMINISTRATION
DADRA & NAGAR HAVELI AND DAMAN & DIU

RFP FOR

SELECTION OF AGENCY FOR PROVISION, OPERATION AND MAINTENANCE OF SMART SHARED MOBILITY SERVICES (BICYCLES OR E-SCOOTERS) IN DAMAN DISTRICT (2nd CALL)

RFP No.3/123/DT/DNH&DD/Bicycles/2024-25/413

09th October, 2026

Available on: ddtenders.gov.in

DISCLAIMER

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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.

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

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the

Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

CONTENTS

Glossary 6
Notice Inviting Tender 7
1. Introduction 8
1.1 Background 8
1.2 Scope of work 11
1.3 Brief description of Bidding Process 14
1.4 Deleted 15
1.5 Pre-Bid Conference 15
1.6 VC Link for pre-bid conference 15
1.7 Rights and Responsibilities of the Operator 15
2. Instructions to Bidders 16
2.1. General Terms of Bidding 16
2.2. Eligibility of Bidders 17
2.3. Change in composition of the Consortium 23
2.4. Change in Ownership 24
2.5. Number of Bids and costs thereof 24
2.6. Site visit and verification of information 25
2.7. Acknowledgement by Bidder 25
2.8. Right to accept or reject any or all Bids 25
B. DOCUMENTS 26
2.9. Contents of the RFP 26
2.10. Clarifications 27
2.11. Amendment of RFP 27
C. PREPARATION AND SUBMISSION OF BID 28
2.12. Language 28
2.13. Format and Signing of Bid 28
2.14. Submission of Bid 28
2.15. Bid Due Date 29
2.16. Contents of the Bid 30
2.17. Modifications/ Substitution/ Withdrawal of Bids 30
D. EVALUATION PROCESS 30
2.18. Opening and Evaluation of Bids 30

2.19. Confidentiality 31
2.20. Tests of responsiveness 31
2.21. Clarifications 32
2.22. Pre-Qualification and notification 32
2.23. Proprietary Data 32
2.24. Correspondence with the Bidder 33
2.25. Rejection of Bids 33
2.26. Validity of Bids 33
E. BID SECURITY 33
2.27. Bid Security 33
3. Criteria for Evaluation 34
3.1. Evaluation of Bids 34
3.2. Technical Capacity for purposes of evaluation 35
3.3. Details of Experience 35
3.4. Financial information for purposes of evaluation 35
3.5. Pre-qualification of Bidder 36
3.6. Selection of Bidder 36
3.7. Bid Parameter/ short listing of bidder 36
3.8. Contacts during Bid Evaluation 37
3.9. Bid Evaluation Format 37
4. Fraud and Corrupt Practices 38
5. Pre-Bid Conference 39
6. Miscellaneous 39
7. Force Majeure 41
8. Penalties for Default and Non-Performance 41
9. Termination of License Agreement 43
Appendices 45
Appendix-I: Technical Bid for Pre-qualification 46
Appendix-II: Financial Bid/BOQ for Reference 57
Appendix-III: Power of Attorney for signing of Bid 58
Appendix-IV: Power of Attorney for Lead Member of Consortium 60
Appendix-V: Joint Bidding Agreement 63
Appendix VI: Bank Guarantee for Bid Security 69
Appendix-VII: Guidelines of the Department of Disinvestment 72
Appendix-VIII: Project Site Details 74

GLOSSARY

Associate	As defined in Clause 2.2.1.3
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.27.1
Bid	As defined in Clause 2.4.1
Bidders	As defined in Clause 1.3.1
Bidding Documents	As defined in Clause 1.2.16
Bid Due Date	As defined in Clause 1.4
Bidding Process	As defined in Clause 1.3.1
Bid Security	As defined in Clause 1.3.2
Concessionaire	As defined in Clause 1.2.14
Concession Fee	As defined in Clause 1.3.4
Conflict of Interest	As defined in Clause 2.2.1
Consortium	As defined in Clause 2.2.1.1
Damages	As defined in Clause 2.2.1.3
Demand Draft	As defined in Clause 2.27.2
Eligible Experience	As defined in Clause 3.2.1
Eligible Projects	As defined in Clause 3.2.1
Financial Capacity	As defined in Clause 2.2.2.2
Government	Government of India
Highest Bidder	As defined in Clause 1.3.6
Jt. Bidding Agreement	As defined in Clause 2.2.6 (g)
Lead Member	As defined in Clause 2.2.6 (c)
LOA	Letter of Award
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.4 (ii)
O&M	Operation and Maintenance
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
Selected Bidder	As defined in Clause 3.6.1
SPV	As defined in Clause 2.2.6
Technical Capacity	As defined in Clause 2.2.2
Threshold Technical Capacity	As defined in Clause 2.2.2

U.T. ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU, DEPARTMENT OF TOURISM

NOTICE INVITING TENDER

RFP No.3/123/DT/DNH&DD/Bicycles/2024-25/413 **Date**: 09/10/2026

The Department of Tourism, U.T. Administration of Dadra & Nagar Haveli and Daman & Diu, invites Proposals from the Company/firms for the following works:

Sr. No	Name of Work & Location	RFP/Tender Fee	EMD
1	PROVISION, OPERATION AND MAINTENANCE OF SMART SHARED MOBILITY SERVICES (BICYCLES OR E-SCOOTERS) IN DAMAN DISTRICT	₹5,000/-	₹3,50,000/- (Exemption for MSME firm)

Note: All details are available in RFP at ddtender.gov.in

1.	Issuance of Bidding Documents	09th October, 2026
2.	Last date for receiving queries	15th October, 2026
3.	Pre-Bid Conference	15th October, 2026 12:30 PM Onwards Link mentioned at Clause 1.6
4.	Authority response to queries latest by	16th October, 2026
5.	Bid Due Date	22nd October, 2026 - 18:00 hrs
6.	Opening of Technical Bids	23rd October, 2026 - 12:30 hrs
7.	Opening of Financial Bids	To be intimated later
8.	Start of e-Forward Auction	To be intimated later

Sd/-
Director (Tourism),
DNH & DD

1. INTRODUCTION

1.1 Background

1.1.1 The UT Administration of Dadra & Nagar Haveli and Daman & Diu (the "**Authority**") is engaged in development of sustainable tourism projects in the Union Territory (UT) of Dadra & Nagar Haveli and Daman & Diu and as part of this endeavour, the Authority has decided to undertake Provision, Operation & Management of Smart Shared Mobility Services (Bicycles or E-Scooters) in Daman District (the "**Project**") and has, therefore, decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded. Smart Shared Bicycles or Electric Scooters system makes bicycles available in a closely spaced network of automated stations. Users can pick up cycles at one station and return them to any other station in the network. Brief particularsof the Project are as follows:

Name of the Project	PROVISION, OPERATION AND MAINTENANCE OF SMART SHARED MOBILITY SERVICES (BICYCLES OR E-SCOOTERS) IN DAMAN DISTRICT
Location	• Namopath Seafront (Nani Daman Jetty to Airframe installation near Hotel Princess Park) • Ramsetu Seafront (Moti Daman Jetty to Kalay River, Jampore beach, Moti Daman)
Land Details	Encumbrance free government land (Land area & location specified are tentative in nature and the actual location & area requirements will be decided by the authority during the finalization of the project).
Land on License Basis	License Basis – only right to access given to the Concessionaire and to develop the project site as per the RFP conditions.
Provision Type	Shared e-bicycles or Electric scooters with facilities such as GPS enabled, real time dashboard.
Number of bicycles for various age groups to be allowed at each point	Bidder shall be allowed to keep minimum fleet size of 100 across all operational hubs collectively and fleet uptime of 80% at the start of each day at each point for various age groups. Licensee must make available sufficient number of bicycles or e-scooters for various age groups so as to cater to the demand in a manner that there is no queuing even during peak hours of peak season. Bidder may add/expand with more cycles and the same shall be informed to the department time to time.
Minimum Development Obligations	Provision, Operation & Management of Shared Bicycles or Electric Scooters Mobility Services at the locations as mentioned above and as per specifications mentioned in the RFP
Additional Facilities	CCTV, Security, Medical and First Aid Facilities, Fire Fighting measures
Clearances	The successful bidder shall obtain applicable permits subject to the project for submitting timely compliance.

Optional Installation/Development	For any optional installation/development in the area, the concessionaire shall apply to the authority for prior approval and additional land may be allotted by the authority as and when required, as per the decision of the authority.
License period	The license period for the project shall for a period for three (03) Years which may be extended by another two (02) years as per the decision of the authority.
Additional Terms	• The Concessionaire shall be free to fix market driven rates/ tariffs and generate other revenue sources from the facilities. • The Concessionaire will have to pay Tourism Department a Revenue Share to be quoted by the firm as per financial bidding parameter during operation period.
Eligibility Criteria	
Technical Criteria	Technical Qualification: To be eligible for pre-qualification and short-listing, the Bidders shall have to satisfy the following conditions of eligibility: a. **Technical Capacity:** For demonstrating technical capacity and experience (the "Technical Capacity") – Minimum Eligibility Requirement is that: The Bidder should have experience in implementing shared mobility systems including bicycle sharing or electric scooter sharing systems at single location/project for a duration of at least last 03 (three) years from the date of submission of the bid. Work Order / Work Completion Certificate / Sales Agreement / Purchase Order should be provided. In case of a Consortium, the combined technical capacity and Turnover of those Members, who shall have an equity share of at least 26% (twenty six percent) each in the SPV, should satisfy the above conditions of eligibility.
Financial Criteria	**Financial Capacity:** The bidder shall have minimum average annual turnover the "Financial Capacity" of Rs. 50 lakhs (Rupees Fifty Lakhs) or more in past four (04) financial years (i.e. FY 2025-26, FY 2024-25, 2023-24 & FY 2022-23). (In case of consortium, the Lead Bidder should meet the above criteria upto 70% of the turnover. Each associate bidder(s) shall meet the above criteria upto 30% of the turnover.) JV/Consortium agreement and CA certified financial support documents should be provided.
e-Forward Auction stage	In the forward auction stage, the highest bid (Revenue share in percentage) received in the e-tender stage shall be displayed to the bidders on the https://ddtenders.gov.in, and thereafter any subsequent highest bid in e-Forward Auction Stage on a real time basis. During the e- Forward Auction Stage, the bidders will have the option of increasing the bid price by them at e-tender Stage in their Bids in multiples of 1 and to increase by upto seal limit of 100%. At the end of the e-Forward Auction, highest bidder will be identified by the system, the system will check all bids received in e-Tender and e-forward Auction and identify the bidder who has

	quoted the highest bid price (Revenue share in percentage) therein ("Highest Financial Bid"). The final quoted financial bids by each bidder will be taken into consideration in order to determine the 'Highest Bidder'.
Selection Criteria	The highest bidder (H1) of Revenue share in percentage in the E-forward Auctions stage will be qualified as the successful bidder for the said project. The bidder shall quote the financial price in percentage (%) as the revenue share which will be the total revenue per year as given in the tender document.

1.2 Scope of Work

1.2.1 The successful bidder/ developer will be responsible for provision, operation, and management of the Smart Shared Mobility Services (Bicycles or E-Scooters) in the Daman District of the UT. The successful bidder needs to provide integrated and innovative solutions for the Bicycles or Electric Scooters System, including required ITS solutions along with operation of the system.

1.2.2 Smart Shared Mobility Services (Bicycles or Electric Scooters) system makes bicycles available in a closely spaced network of automated as well as manned stations. Users can pick up cycles at one station and return them to any other station in the network.

1.2.3 The bidder shall ensure the provision of a minimum fleet size of 100 across all operational hubs collectively and fleet uptime of 80% at the start of each day at each of the locations specified in Clause 1.1.

1.2.4 The bidder is required to review these stations' locations to ensure that the implementation of the Smart Shared Mobility Services (Bicycles or E-Scooters) stations does not obstruct the movement of vehicular traffic and pedestrian path as well as entry/exit of any property, do not damage urban utilities, and trees. The station location recommendations will be duly considered by the tender inviting authority. If feasible, the tender inviting authority shall provide approval of the land to successful bidder for the purpose of bicycle or electric scooters operations as per agreed process.

1.2.5 The final decision on the station location and size rests with the tender inviting authority.

1.2.6 Licensee shall take responsibility of taking insurance for his property and its staff/ visitors insuring them for all risks and accidents. The Authority shall not be responsible for any adverse situation arising from accident or any such event taking place.

1.2.7 The developer shall have to be obtain all necessary licenses, permissions, certificates etc. as per applicable law, rules regulations, directions etc. from time to time. If necessary, the Tourism Department will facilitate the successful bidder in obtaining thenecessary licenses, permissions etc.

1.2.8 Equipment for maintenance & repair of bicycles/scooters is to be borne by the successful bidder. The successful bidder shall source and install the maintenance equipment and spares as necessary. Major repairs of the bicycles and stations which cannot be carried out on the site shall be carried out at the depot/ workshop space. The security of equipment and spares shall be responsibility of the successful bidder.

1.2.9 The successful bidder shall ensure that the bicycles/scooters are redistributed on a regular basis between stations to ensure that no station is either empty (without any cycles) or full (with no free dock available) for an extended period to ensure system reliability mainly during peak hours. The successful bidder should provide adequate number of redistribution vehicles which are used only for the purpose of redistribution of bicycles or scooters across stations.

1.2.10 The Successful bidder will make available designated branding/advertising spaces on the cycles and stations available to the Authority with the logo of the UT Administration clearly visible.

1.2.11 The Successful bidder shall make available all the data pertaining to the Operation & Management of the Smart Shared Mobility Services (Bicycles or E-Scooters) project that can be accessed by the Authority on real-time basis. The real-time data shall be in such a format that the Authority shall be able to evaluate the performance of the successful bidder against the Service Levels set forth in the Contract Agreement.

1.2.12 The Successful bidder shall no later than 7 (seven) days after the close of each month, furnish to the Authority a monthly report stating in reasonable detail the condition of the project including its compliance with Service Level Benchmarks. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

1.2.13 The Successful bidder shall no later than 14 (fourteen) days after the close of each quarter furnish to the Authority a quarterly performance report stating in reasonable detail the compliance with service level benchmarks and other details which will aid in making expansion/improvement plans of the system. This will include details of stations with maximum and lowest demand, time of the day when there is maximum demand, user satisfaction survey, grievance status, steps that can be taken to improve user experience and quality of service including potential locations where the bicycle sharing system can be expanded.

1.2.14 The Authority may demand any other data / information from the Concessionaire related to the Smart cycling system which shall be promptly provided by the successful bidder.

1.2.15 The Authority will have complete ownership on the data.

1.2.16 The Service provider needs to ensure that the bicycles/scooters and all other assets of the system are maintained on a regular basis. The Service Provider is required to do a maintenance check on every station of the system at least once a week to ensure the quality of the station infrastructure and the bicycles/scooters of the system. The maintenance checks are not to be conducted during hours of operation of the system.

1.2.17 The responsibility of safety of all the passengers/riders using such service shall be of the Licensee and in no event the Authority shall be held responsible or liable for payment of any damages. The Licensee shall be required to take adequate insurance to cover such risks.

1.2.18 The Licensee shall immediately notify and report all minor/ major accidents at the site to the Authority.

1.2.19 Licensee shall not sublet, transfer or assign the services or any part thereof to others. No other person shall be entitled to use the premises or any part thereof of the premises.

1.2.20 The Authority or its authorized representatives shall have access at all hours to the site or any part thereof and inspect the services provided by the Licensee.

1.2.21 Any employee/staff of the Licensee or any equipment/material used by the Licensee not deemed fit for any reasons by the Authority shall be removed immediately from the Facility. The Authority shall have a right to inspect the equipment/assets used for the Facility.

1.2.22 The developer will be responsible for cleanliness in and around the allotted site/location.

1.2.23 The Successful bidder shall provide for all the assets, infrastructure and manpower required for provision, operation and management of providing smart shared bicycle/electric scooters on rental basis in Daman district including ticket booths. Also note, prior approval must be taken from the Authority before setting up the ticketing window.

1.2.24 The Successful bidder shall manage the Facility and construct the other infrastructure including all construction, repair and replacement works in full operational condition during the License Period.

1.2.25 The operator shall use commercially reasonable efforts to minimize customer wait times during peak periods through fleet redistribution and operational management.

1.2.26 The Successful bidder shall compulsorily issue tickets to each user of the facility. The Authority shall inspect the record regularly and in case of any fraud or default in maintaining the record, the Authority shall terminate the Agreement with immediate effect and the entire amount of Performance Security and Annual License Fees shall be forfeited. The Authority may also take legal action against the Licensee for such fraud/default.

1.2.27 The developer should engage enough skilled and trained manpower at the site and should try to retain the existing labourers as far as possible.

1.2.28 The developer should execute the work with due respect to aesthetic, safety, theme consistent with prevailing industry practices.

1.2.29 The expenses for water, electricity, etc. shall be arranged and borne by the Licensee, if any

1.2.30 The Utility intends to pre-qualify and short-list suitable bidders (the "Bidders") whose bid shall be opened on the date of specified at clause 1.4 of this RFP. The selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as such prior to execution of the concession agreement (refer 1.3.5) (the "**Concessionaire**") shall be responsible for installation, operation and maintenance of the Project.

1.2.31 The scope of work will broadly include provision, operation and management of Shared Bicycles or Electric Scooters Mobility Services in Daman district of the UT.

1.2.32 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the "**Bid Due Date**").

1.2.33 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.3 Brief description of Bidding Process

1.3.1 The Authority invites Bids through online Technical and Financial Bids in a single stage two envelop bid system for selection of a competent Bidder for the award of the Project ("Bidding Process"). Technical Bid and Financial Bid shall be submitted online at ddtenders.gov.in only. A copy of Technical Bid shall also be submitted in hard copy, addressed to Director (Tourism), DoT. Submission of Financial Bids must be online only through BOQ. Submission of original copies of Security Deposit/EMD and tender/RFP fees shall be submitted with Hard copy submission of technical bid before due date. The bid will be summarily rejected and shall not be opened for evaluation if submitted without original copies of Security Deposit/EMD and tender/RFP.

1.3.2 Under this process, the Bid shall be invited under two envelops. Prior to or along with the Bid, the Bidder shall pay to the Authority a sum of [INR 5,000 (Rupees five thousand only)] as the cost of the RFP process. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelop ("Technical Bid") with respect to eligibility and qualifications criteria prescribed in this RFP. (The "Bidder(s)", which expression shall, unless repugnant to the context, include the members of the Consortium). The Financial Bid shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

1.3.3 Interested Bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 6 (six) months from the date specified in Clause 1.3 for submission of Bids (the "Bid Due Date").

1.3.4 A Bidder is required to deposit, along with its Bid, a Bid Security of INR 3,50,000 (Rupees Three lakhs Fifty thousand only) (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders shall provide Bid Security in the form of a demand draft payable in favour of Director (Tourism) at Daman ("Demand Draft"). The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

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

1.3.6 Bids would be evaluated on the basis of the highest revenue share per annum offered by a Bidder ("Annual License Fee"). The Annual License Fee shall be [●] % ([●] per cent share of the total revenue collected from sale for rides in smart bicycles/electric scooters system developed by the Concessionaire in a year). In case any sponsored events are held in the facility, the bidder shall have to pay revenue share based on the above quoted percentage share on the revenue earned from these events.

1.3.7 The Bidder who seeks the highest Annual License Fee (Revenue Share in percentage) shall be the selected bidder ("Selected Bidder"). The Concession Period is pre-determined, as indicated in the draft Concession Agreement. The assessed Annual License Fee shall constitute the sole criteria for evaluation of Bids.

1.3.8 In this RFP, the term "Highest Bidder" shall mean the Bidder offering highest Annual License Fee (Revenue Share in percentage).

1.3.9 The Concessionaire shall have the right to levy and charge users fee from by way of rental charges for the rides in Smart Shared Mobility Services (Bicycles or E-Scooters).

1.3.10 The Concessionaire shall submit monthly statements of the collection of the Users Fee to the Authority. The Authority shall reserve the right to appoint auditor to verify the details of the monthly statements submitted by the Concessionaire.

1.3.11 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.3.12 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach the office of tender inviting authority by the specified date. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for Selection of Agency for Provision, Operation and Maintenance of Smart Shared Mobility Services (Bicycles or E-Scooters) in Daman District"

Bidders are encouraged to mail queries to the following E-mail Id:dnhddtourism@gmail.com

1.4 Deleted

1.5 Pre-Bid Conference

The time and venue of the Pre-Bid Conference shall be at 12:30 PM at the O/o. The Director Tourism, Vidhyut Bhavan, Daman or through video conference.

1.6 VC Link for pre-bid conference:
meet.google.com/iog-ivhr-dxw

1.7 Rights and Responsibilities of the Operator

1.7.1 The Concessionaire shall be responsible for complete operation and maintenance of the Project Facilities in accordance with good industry practices along with expenditure.

1.7.2 The Concessionaire shall have the exclusive right to market, manage bookings, fix charges / rates and retain revenues from operations of the Project Facilities. The concessionaire shall be responsible for bearing all the expenditures associated with operation and maintenance of project facilities.

1.7.3 The operator should take adequate measures to minimize the generation of solid waste.

1.7.4 Upon expiry or termination of the agreement, the Operator shall promptly handover the property / facilities to the Authority, free of all liabilities and encumbrances in same condition in which they were received at the start of the tenure. The property / facilities, include all moveable and immovable assets. It must be noted that this will not include any moveable items brought in by the Operator during the project tenure.

1.7.5 In lieu of the rights granted for the Concession Period, the operator shall make certain payments (as per Financial Proposal) to the Authority.

1.7.6 The Successful Bidder shall obtain all licenses from relevant authorities for the operation of the said project. The Authority may facilitate in obtaining the necessary licenses/permissions.

1.7.7 At the end of concession period, the properties/asset which got developed as part of the project shall belong to the concessionaires and the concessionaire must remove all such properties/asset from the project site with the immediate effect on the date of the completion ofthe concession period.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General Terms of Bidding

2.1.1. The Authority wishes to receive Bids under this RFP from capable Bidders. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.1.2. The Technical Bid (both online and offline) and Financial Bid (online only) should be furnished in the format at Appendix–I and Appendix-II respectively along with all enclosures, duly signed by the Bidder's authorized signatory. The Financial Bid shall clearly indicate the bid amount, in both figures and words, in Indian Rupees. The Bid shall consist of Concession Fee, to be quoted by the Bidder. The Concession Fee shall be payable by the Concessionaire to the Authority, as per the terms and conditions of this RFP. In the event of any difference between figures and words, the amount indicated in words shall be considered.

2.1.3. The Bidder shall deposit a **Bid Security of Rs. 3.5 lakhs (Rupees Three Lakh Fifty Thousand Only)** in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–VI.

2.1.4. The validity period of the Bank Guarantee shall not be less than operational period from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be decided as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security of **5% of the annual license fees inclusive GST x 3 years which shall be valid for entire license period.**

2.1.5. The Bidder should submit a Power of Attorney as per the format at Appendix–III, authorizing the signatory of the Bid to commit the Bidder.

2.1.6. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix–IV.

2.1.7. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.8. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.9. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance 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 2.1.9 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.2. Eligibility of Bidders

2.2.1. For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:

2.2.1.1. The Bidder may be a single entity 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. The term Bidder used herein would apply to both a single entity and a Consortium.

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

2.2.1.3. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. 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% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1.3, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub- clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

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

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

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

v. 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 of either or each other; or

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

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1.3, shall include each Member of such Consortium.

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

2.2.1.4. A 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 Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in theLOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority mayhave thereunder or otherwise, the LOA or the Concession Agreement, as the casemay be, shall be liable to be terminated without the Authority being liable in anymanner whatsoever to the Selected Bidder or Concessionaire for the same. 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.

2.2.2. To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility:

Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have:

2.2.2.1. The Bidder should have experience in implementing shared mobility systems including bicycle sharing or electric scooter sharing systems at single location/project for a duration of at least last 03 (three) years from the date of submission of the bid.

Work Order / Work Completion Certificate / Sales Agreement / Purchase Order should be provided.

In case of a Consortium, the combined technical capacity and Net Worth Members, who shall have an equity share of at least 26% (twenty six percent) each in the SPV, should satisfy the above conditions of eligibility.

2.2.2.2 **Financial Capacity:** The bidder shall have minimum average annual turnover the "Financial Capacity" of Rs. 50 lakhs (Rupees Fifty Lakhs) or more in past four (04) financial years (i.e. FY 2025-26, FY 2024-25, 2023-24 & FY 2022- 23).

(In case of consortium, the Lead Bidder should meet the above criteria upto 70% of the turnover. Each associate bidder(s) shall meet the above criteria upto 30% of the turnover.)

JV/Consortium agreement and CA certified financial support documents should be provided.

2.2.3. Deleted

2.2.4. The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

i. Certificate(s) from statutory auditors[1] of the Bidder or its Associates or the concerned client(s) stating the payments made/ received or works

commissioned, as the case may be, during the past 5 (five) years in respect of the projects specified in paragraph 2.2.2(A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

ii. Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Annual Turnover of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4(ii). For the purposes of this RFP, net worth (the "**Annual Turnover**") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.2.5. The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-IV.

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

a. Number of members in a consortium shall not exceed 3 (three)
b. subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
c. members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 26% (twenty-six percent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;

[1]In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant or its Associate may provide the certificates required under this RFP.

d. the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;

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

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

g. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the "**Jt. Bidding**

Agreement"), for the purpose of making the Bid and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
ii. clearly outline the proposed roles and responsibilities, if any, of each member;
iii. commit the minimum equity stake to be held by each member;
iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;
v. Deleted

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

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

2.2.8. 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 Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful 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 suchwaiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.9. In computing the Technical Capacity of the Bidder/ Consortium Members under

Clauses2.2.2, 2.2.4 the Technical Capacity of their respective Associates would also be eligible here under.

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

2.2.10. The following conditions shall be adhered to while submitting a Bid:

a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose identity and/ or constitution is identical to that at pre-qualification;

c) in responding to the pre-qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3 below; and

d) in case the Bidder is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

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

a) Where, on the date of the Bid, 25% (twenty five percent) or more of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or

b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty five percent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

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

The holding or acquisition of equity or control, as above, shall include direct or

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

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

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

2.2.13. This RFP is not transferable.

2.2.14. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.3. Change in composition of the Consortium

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

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

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

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

2.3.2. Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

2.3.3. The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement and a Power of Attorney, substantially in the form at Appendix-V, prior to the Bid Due Date.

2.3.4. The option of change in composition of the Consortium which is available under Clause

2.3.1 may be exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity Bidder adding a Consortium Member at the Bid Stage, the single entity Bidder shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be a Bidder or the member of a Consortium which has been pre-qualified.

2.4. Change in Ownership

2.4.1. By submitting the Bid, the Bidder acknowledges and undertakes that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost. 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 RFP, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.4.1 shall apply only when the Bidder is a Consortium.

2.4.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the 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 the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, 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 Concession Agreement or otherwise.

2.5. Number of Bids and costs thereof

2.5.1. No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

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

2.6. Site visit and verification of information

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

2.7. Acknowledgement by Bidder

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

a) made a complete and careful examination of the Bidding Documents;

b) received all relevant information requested from the Authority;

c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating toany of the matters referred to in Clause 2.6 above;

d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6 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 terminationof the Concession Agreement by the Concessionaire;

f) acknowledged that it does not have a Conflict of Interest; and

g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.8. Right to accept or reject any or all Bids

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

2.8.2. The Authority reserves the right to reject any Bid if:

a) at any time, a material misrepresentation is made or uncovered, or

b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

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

i. invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or

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

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

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

2.8.5. The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

B. DOCUMENTS

2.9. Contents of the RFP

2.9.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.11.

Invitation for Proposals

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

Appendices

I. Technical Bid for Pre-qualification

II. Financial Bid for Selection of Bidder

III. Power of Attorney for signing of Bid

IV. Power of Attorney for Lead Member of Consortium

V. Joint Bidding Agreement

VI. Bank Guarantee for Bid Security

VII. Guidelines of the Department of Disinvestment

VIII. Project Site Details

2.10. Clarifications

2.10.1. Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.3.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.4. The Authority shall endeavour to respond to the queries within the stipulated time. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.10.2. 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.

2.10.3. 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.

2.11. Amendment of RFP

2.11.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.11.2. Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

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

C. PREPARATION AND SUBMISSION OF BID

2.12. Language

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

2.13. Format and Signing of Bid

2.13.1. 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.

2.13.2. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.14. Submission of Bid

2.14.1. The Bidder shall submit **the Bid** in the format specified at Appendix-I to VI, together with the documents specified in Clauses 2.14.2, 2.14.3 and 2.14.4. The Bidder shall ensure all bid documents are digitally signed.

i) Bidders has to participate in online tenders and will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act – 2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying authorities if India

Note: Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with contact details.

2.14.2. Required documents mentioned below are mandatory for submitting scanned copies ONLINE and OFFLINE. Otherwise, tender offer shall be treated as 'Non-Responsive', without any further information

i) Scanned copy of all tender documents as mentioned below

ii) Latest Income-Tax Return filed, GST Registration & PAN Card

iii) Documentary proof as mentioned in Clauses 2.14.3 and 2.14.4 below

2.14.3. **Technical Bid** shall contain:

i. Necessary work order/work experience certificates as a documentary proof of the work of planning, operation and maintenance of bicycle system.

ii. Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;

iii. Power of Attorney for signing the Bid as per the format at Appendix-III;

iv. if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;

v. copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-V;

vi. copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;

vii. copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five years; and

viii. Bank Guarantee for Bid Security in the format at Appendix–VI;

* Additionally, the originals for Bid Security/EMD and Bid Processing Fee/Tender Fee to be sent via mail or in person to the below mentioned address with the duly signed RFP/ Technical Bid before the bid due date.

O/o, The Director (Tourism), DNH & DD
Department of Tourism, 4th Floor,
Vidhyut Bhavan, Kachigam Daman 396 215
Email ID: tourism-dmn-dd@nic.in, dnhddtourism@gmail.com
Landline: 0260 2250002

2.14.4. **Financial Bid** shall contain:

i. Bid in the format specified as per the BOQ on ddtender (to be submitted online only)

2.15. Bid Due Date

2.15.1. Bids should be submitted before the specified time on the Bid Due Date as specified in Clause 1.4 at the address provided in Clause 2.14.6 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.14.6.

2.15.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

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

2.16. Contents of the Bid

2.16.1. The Technical Bid shall be furnished in the format at Appendix–I. The Financial Bid shall be furnished in the format of BOQ (online only) and shall consist of Concession Fee, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Concession Fee offered by him, to undertake the Project in accordance with this RFP.-

2.16.2. The Project will be awarded to the Highest Bidder.

2.16.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.17. Modifications/ Substitution/ Withdrawal of Bids

2.17.1. 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.

2.17.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.14, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

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

D. EVALUATION PROCESS

2.18. Opening and Evaluation of Bids

2.18.1. The Authority shall open the Technical Bids on the Bid Due Date, at the place specified in Clause 2.14.6 on time specified in Clause 1.4and in the presence of the Bidders who choose to attend.

2.18.2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.

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

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

2.18.5. Any information contained in the Bid shall not in any way be construed as binding on

the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

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

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

2.18.8. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the or Bid in accordance with the provisions of Clause 2.8.

2.19. Confidentiality

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

2.20. Tests of responsiveness

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

i. it is received as per format at Appendix-I;

ii. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.15.2;

iii. it is accompanied by the Bid Security as specified in Clause 2.1.3;

iv. it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);

v. it contains all the information and documents (complete in all respects) as requested in this RFP;

vi. it contains information in formats same as those specified in this RFP;

vii. it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP for each Eligible Project;

viii. it contains an attested copy of the receipt of the Authority towards the cost of the RFP process as specified in Clause 1.3.1;

ix. it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);

x. it does not contain any condition or qualification; and

xi. it is not non-responsive in terms hereof.

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

2.21. Clarifications

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

2.21.2. If a Bidder does not provide clarifications sought under Clause 2.21.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.22. Pre-Qualification and notification

2.22.1. After the evaluation of Technical Bids, the Authority would announce a list of qualified Bidders who will be eligible for presenting their development plans to the authority and the opening of their Financial Bids. At the same time, the Authority would notify the other Bidders that they have not been short-listed. The Authority will not entertain any query or clarification from Bidders who fail to pre-qualify.

2.23. Proprietary Data

2.23.1. All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. 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 Authority will not return any Bid, or any information provided along therewith.

2.24. Correspondence with the Bidder

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

2.25. Rejection of Bids

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

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

2.26. Validity of Bids

2.26.1. The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

E. BID SECURITY

2.27. Bid Security

2.27.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.3 and 2.1.4 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India in favour of **'Director Tourism, Daman'** in the format at Appendix–VI (the "**Bank Guarantee**") and having a validity period of not less than operational period, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.27.2. Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the **'Director Tourism, Daman'** and payable at Daman (the "**Demand Draft**"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.27.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.27.4. The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60

(sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.27.5. The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.27.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.27.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.27.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if

a. a Bidder submits a non-responsive Bid;

b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

d. the Selected Bidder fails within the specified time limit –
   i. to sign and return the duplicate copy of LOA; or
   ii. to sign the Concession Agreement; or
   iii. to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.

e. the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. CRITERIA FOR EVALUATION

3.1. Evaluation of Bids

3.1.1. Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 shall qualify for technical evaluation. Bids of firms/ consortia who do not meet these criteria shall be rejected.

3.1.2. The Bidder's competence and capability is proposed to be established by Technical Capacity and Financial Capacity.

3.1.3 The financial evaluation of bidders qualifying in technical evaluation (i.e., technical capacity and financial capacity) will be only opened.

3.2. Technical Capacity for purposes of evaluation

3.2.1. The categories of experience as stated in Clause 2.2.2 would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

3.2.2. Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.3. The Bidder shall quote experience in respect of a particular **Eligible Project** under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.4. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.3. Details of Experience

3.3.1. The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.

3.3.2. The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.3.3. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.4. Financial information for purposes of evaluation

3.4.1. The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 4 (four) financial years, preceding the year in which the Bid is made.

3.4.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.4.3. The Bidder must establish the minimum average annual turnover specified in Clause 2.2.2.2and provide details as per format at Annex-III of Appendix-I.

3.5. Pre-qualification of Bidder

3.5.1. The credentials of eligible Bidders shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the '**Aggregate Experience Score**' of a particular Bidder. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.

3.5.2. The Bidders shall then be ranked on the basis of their respective Aggregate Experience Scores and short-listed for presenting development plans to authority and for opening of Financial Proposals.

3.6. Selection of Bidder

3.6.1. Subject to the provisions of Clause 2.8.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 2.20, 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.

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

3.6.3. After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.6.3.1. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.4. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the RFP. The signed & stamped copy of this RFP document shall be considered as the Concession Agreement.

3.7. Bid Parameter/ short listing of bidder

1. The Bidder with the highest bid (H1) in the E-forward Auctions stage will be qualified as the successful bidder for the said project. The bidder shall quote the financial price above the reserve price as given in the tender document.

2. Annual Concession fee quoted by the successful bidder will be escalated by 7% year on year basis.

Note: The Bidder may be a Single Entity (Incorporated Firm or Company) or a group of Entities (The Consortium) and in case, the firm is participating in a consortium or JV, documents like Consortium Agreement or MoU are mandatory.

3.8. Contacts during Bid Evaluation

3.8.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.8.2. The Bid shall comprise a Statement of Technical Capacity and Concession Fee, to be quoted by the Bidder in accordance with the provisions of the RFP. The Bidder who obtains the H1 position in financial bid (taking into consideration the Technical Experience, Development Plan Presentation and Financial Proposal) as per Clause3.9 shall ordinarily be the Selected Bidder. The Concession Fee comprising the Bid shall be offered in accordance with the provisions of Clause 3.8.2.

3.8.3. The Concession Fee payable shall be due and payable within 30 (Thirty) days from the letter of Possession and similarly before 30 (Thirty) days of the due date for the subsequent years of operation.

3.9. Bid Evaluation Format

3.9.1. Computation of **Technical Score:** The bidder shall be meet the technical capacity and financial capacity qualifying in the technical evaluation. The financial bids of the bidders qualifying in technical evaluation (i.e., technical capacity and financial capacity) will only be opened.

4. FRAUD AND CORRUPT PRACTICES

4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security 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 Concession Agreement, or otherwise.

4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire 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 Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3. If a dispute of any kind whatsoever arises between the Authority and the bidder in connection with or arising out of the BID or the execution of the Logistics, whether during the development & operation period or after its completion and whether before or after repudiation or termination of the Agreement, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of the Authority, the matter in dispute shall be referred in writing to the Legal Department of the Authority. Not later than 28 days after the day on which it received such reference, the Authority shall give notice of its decision of the same to the Bidder/successful bidder. If such a decision made under this Clause is not acceptable to any party, the U.T. Administration of Dadra & Nagar Haveli And Daman & Diu shall resolve the dispute for issues falling under the respective Jurisdiction in regard to this project/RFP.

4.4. Hon'ble Courts of Daman shall have the jurisdiction and the venue of arbitration shall be Daman and will be governed by provisions of the Indian Arbitration & Reconciliation Act.

4.5. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter

respectively assigned to them:

a. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the datesuch official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.10 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relationto any matter concerning the Project;

b. "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c. "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

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

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

5. PRE-BID CONFERENCE

5.1. Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

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

6. MISCELLANEOUS

6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have

exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b. consult with any Bidder in order to receive clarification or further information;

c. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information

d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.2. 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 Bidding 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.

6.3. The authority may conduct regular checks to ensure operational compliance with local and national norms/standards and may impose a penalty to the extent of the performance security given evidence is found with respect to non-compliance of norms or inadequate performance of pre-decided responsibilities of the operator. The authority may also terminate the agreement unilaterally if adequate measures for compliance are not take after three (3) official warnings.

6.4. The Authority may facilitate without any obligation for obtaining all licenses from relevant authorities for the said project.

6.5. Penalty:

No time extension to make the payment of concession fees beyond the due date mentioned in the clause no 3.8.3 will be granted under any circumstances and 12% penal interest willbe charged per year for delayed of premium amount, non-satisfactory performance as per the scope of this tender, delay in initiation of project. In case of delay beyond three months, the tender shall stand automatically cancelled without any further notice.

7. Force Majeure:

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a strike, riots,crimes (but not including negligence or wrong doing, predictable/seasonal rain and any other events specifically excluded in the clause).

Delay in completion of operation/development and non-operational of the service from the side of Concessionaire for execution of any of the conditions of this contract agreement under force majeure conditions like natural calamities or any other similar situations, delay in construction work, delay in getting space allotment, time taken to carryout modification/ rectification suggested for construction, etc. shall be condoned subject to proper justification furnished by the concessioner in due course of time However, the decision of Tender Inviting Authority in this respect shall be final.

8. Penalties for Default and Non-Performance

8.1 Penalty for Delayed Project Commencement

The Concessionaire shall operationalize the Smart Shared Mobility Services at all designated stations within 60 (sixty) days from the date of Letter of Possession. In the event of delay:

a. Delay up to 15 days: Penalty of ₹5,000 per day of delay.
b. Delay between 16 and 30 days: Penalty of ₹10,000 per day of delay.
c. Delay beyond 30 days: Penalty of ₹20,000 per day, in addition to a formal notice under Clause 11.
d. Delay beyond 90 (ninety) days: The License Agreement shall stand automatically cancelled without further notice, and the entire Bid Security/Performance Security shall stand forfeited.

8.2 Penalty for Failure to Maintain Minimum Fleet

The Concessionaire shall maintain a minimum deployed fleet size of 100 bicycles and/or e-scooters across all approved hubs collectively. The Concessionaire shall also ensure that at least 80% of the total deployed fleet remains operational and available for customer usage on a network-wide basis during operational hours. Penalties shall apply only in case of failure to maintain the prescribed aggregate network-wide operational fleet uptime, as follows:

a. Fleet uptime between 75% and 79% on any operational day: ₹1,000 per day.
b. Fleet uptime below 75% on any operational day: ₹5,000 per day.
c. Persistent failure to maintain minimum 80% aggregate operational fleet uptime for more than 30 (thirty) consecutive operational days: Issuance of first official warning under Clause 8.8. Temporary shortages, redistribution imbalance, charging downtime, maintenance activities, peak-demand fluctuations, weather-related operational constraints, or temporary unavailability at individual hubs shall not independently constitute default, provided aggregate network-wide uptime obligations are maintained.

8.3 Penalty for Non-Submission of Reports

The Concessionaire is obligated to submit monthly and quarterly reports as per Clauses 1.2.12

and 1.2.13.

a. Delay in submission of monthly report beyond 7 days of due date: ₹2,000 per day of delay.
b. Failure to submit quarterly report within 14 days of quarter close: ₹5,000 per week of delay.
c. Willful suppression or material misrepresentation in any report: ₹25,000 per instance, and initiation of termination proceedings under Clause 11.

8.4 Penalty for Failure to Conduct Maintenance Checks

The Concessionaire shall conduct mandatory maintenance checks at each station at least once per week outside operational hours, as per Clause 1.2.16. Non-compliance shall attract:

a. Failure to conduct weekly check at any station: ₹1,000 per station per missed instance.
b. Failure to maintain bicycles/scooters in roadworthy condition, as determined by the Authority's inspection: ₹2,000 per defective vehicle per instance.
c. Recurring failure across 3 or more consecutive weeks at the same station: ₹10,000 per station, in addition to the per-instance penalty above.

8.5 Penalty for Non-Issuance of Tickets and Revenue Fraud

In accordance with Clause 1.2.26, the Concessionaire shall compulsorily issue tickets to each user.

a. Non-issuance of tickets to users (as detected during Authority inspection): ₹10,000 per instance.
b. Fraud or deliberate misrepresentation in maintaining records (as determined by the Authority): Immediate termination of agreement and forfeiture of entire Performance Security, without prejudice to further legal action under applicable law.

8.6 Delayed Payment of Concession Fee

As provided under Clause 8 of this RFP, no time extension for payment of concession fees shall be granted under any circumstances. In addition to the 12% penal interest per annum on the overdue amount as specified in Clause 8:

a. Delay of 1–30 days: Penal interest at 12% per annum on the outstanding amount.
b. Delay beyond 30 days up to 90 days: Penal interest at 12% per annum, plus a fixed penalty of ₹10,000 per month.
c. Delay beyond 90 days: The License Agreement shall stand automatically cancelled without further notice, and the entire Performance Security shall be forfeited.

8.7 Penalty for Safety, Environmental, and Conduct Violations

a. Failure to report a minor/major accident to the Authority within 24 hours: ₹5,000 per instance.
b. Inadequate CCTV, fire-fighting, or first aid facilities: ₹5,000 per day until rectified.
c. Non-maintenance of cleanliness at and around allotted site: ₹2,000 per instance per day.
d. Use of premises or subletting to any third party: ₹50,000 per instance, in addition to termination.

8.8 Official Warnings and Escalation

The Authority shall issue official warnings in writing for persistent or serious non-

compliance, as contemplated. The escalation framework shall be as follows:

a. First Official Warning: Issued upon identification of material non-compliance. Concessionaire shall rectify within 15 days.
b. Second Official Warning: Issued if non-compliance continues or recurs within 30 days. Concessionaire shall remedy within 10 days with a remediation plan submitted in writing.
c. Third Official Warning: Issuance of the third warning shall entitle the Authority to unilaterally terminate the Agreement, without further process.

8.9 Recovery of Penalties

All penalties shall be recoverable by the Authority by deduction from the Performance Security, invoicing the Concessionaire, or by any other lawful means. Penalties shall not be a substitute for the Concessionaire's obligation to remedy the underlying non-compliance.

9. Termination of License Agreement

9.1 Termination by the Authority (for Default)

The Authority shall be entitled to terminate this License Agreement, without liability, upon the occurrence of any of the following defaults by the Concessionaire:

(a) Receipt of the Third Official Warning under Clause 8.8, where the underlying non-compliance has not been remedied;

(b) Automatic cancellation events as specified under Clauses 8.1 (delay beyond 90 days) and 8.6 (payment delay beyond 90 days), in which case no notice period shall apply;

(c) Fraud, misrepresentation, or suppression of material facts in records, reports, or communications with the Authority (Clauses 1.2.26 and 8.5);

(d) Subletting, transfer, or assignment of the License or any part thereof in violation of Clause 1.2.19;

(e) Change in control or ownership in violation of Clauses 2.4.1 and 2.4.2;

(f) Conviction of the Concessionaire or its key personnel for any criminal offence relating to the Project;

(g) Insolvency, winding-up proceedings, or appointment of a liquidator/receiver over the Concessionaire.

9.2 Termination by the Authority (for Convenience)

The Authority may, at its sole discretion, terminate this Agreement for reasons of public interest, policy changes, or for any reason not attributable to the Concessionaire's default, by providing 30 (thirty) days' prior written notice to the Concessionaire. In such an event:

(a) The Authority shall refund the unused and proportionate portion of the Annual Concession Fee already paid for the remaining unexpired period, calculated on a pro-rata basis;

(b) The Performance Security shall be returned to the Concessionaire within 30 (thirty) days of the effective date of termination;

(c) The Concessionaire shall not be entitled to any additional damages, loss of profit, or compensation beyond the above.

9.3 Termination by the Concessionaire

The Concessionaire may terminate this License Agreement by providing 60 (sixty) days' prior written notice to the Authority upon the occurrence of any of the following:

(a) The Authority has materially and persistently failed to provide access to the licensed site(s) as agreed, and has not remedied such failure within 30 (thirty) days of receiving written notice from the Concessionaire;
(b) A Force Majeure event, as defined in Clause 9 of this RFP, has continued uninterrupted for a period exceeding 180 (one hundred and eighty) days, rendering the performance of the Concessionaire's obligations permanently or substantially impossible;
(c) The Project has become commercially non-viable for the Concessionaire due to substantially lower-than-anticipated user demand, revenues, changes in operating costs, market conditions, regulatory requirements, or other circumstances materially affecting the financial viability of the Project.

In the event of termination under Clause 9.3(c), the Concessionaire shall provide 60 (sixty) days' prior written notice to the Authority and shall continue to operate and maintain the Project in accordance with the terms of this Agreement during the notice period.
Upon expiry of the notice period, the Agreement shall stand terminated without any further liability on the Concessionaire, subject to settlement of all undisputed dues, obligations, and liabilities accrued up to the effective date of termination.
The Concessionaire shall not be required to obtain the Authority's consent for termination under Clause 9.3(c), provided that the prescribed notice period has been duly served.

9.4 Notice of Termination
(a) All notices of termination shall be in writing, addressed to the authorized representative of the respective party, and delivered by registered post with acknowledgement due, courier, or personal delivery.
(b) The 30-day notice period shall commence from the date of receipt of such notice by the receiving party.
(c) During the notice period, the Concessionaire shall continue to operate the services diligently and in full compliance with all obligations under this Agreement.
9.5 Consequences of Termination
Upon termination of this Agreement for any reason:
(a) The Concessionaire shall immediately cease operations and vacate the licensed premises within 15 (fifteen) days of the effective date of termination;
(b) The Concessionaire shall hand over all immovable assets and site infrastructure to the Authority in the same condition as received, fair wear and tear excepted, as required under Clause 1.7.4;
(c) All moveable assets procured by the Concessionaire shall remain the property of the Concessionaire and shall be removed from the site within 15 (fifteen) days, failing which the Authority shall be entitled to dispose of such assets and adjust the proceeds against any dues payable by the Concessionaire;
(d) All data pertaining to the operation of the Smart Mobility System, which is the exclusive property of the Authority under Clause 1.2.15, shall be handed over in full to the Authority on or before the effective date of termination;
(e) In the event of termination for the Concessionaire's default, the entire Performance Security shall be forfeited by the Authority as Damages, without prejudice to any other remedy available at law;
(f) Any outstanding dues, penalties, or concession fees payable by the Concessionaire shall remain recoverable by the Authority notwithstanding termination.

9.6 Dispute Resolution upon Termination

Any dispute arising out of or in connection with the termination of this Agreement shall be referred to the Legal Department of the Authority in the first instance, and thereafter governed by Clause 5.3 and 5.4 of this RFP. The jurisdiction of the Hon'ble Courts of Daman shall apply.

APPENDICES

Appendix-I: Technical Bid for Pre-qualification

Letter Comprising the Technical Bid for Pre-qualification

(Refer Clause 2.14.2)

Dated:

To,

Mr. *******

UT Administration, Dadra & Nagar Haveli and Daman & Diu

Sub: Technical Bid for pre-qualification for RFP for Selection of Agency for Provision, Operation and Maintenance of Smart Shared Mobility Services (Bicycles or E-Scooters) in Daman District

Dear Sir,

1. With reference to your RFP document dated ..... , I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to V 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.
3. This statement is made for the express purpose of qualifying as a Bidder for the installation, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. 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.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
    a. I/ We have examined and have no reservations to the Bidding documents, including any Addendum issued by the Authority;

b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 of the RFP document;

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

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

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.8 and 2.25 of the RFP documents.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees[2].
14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13thJuly, 2001 which guidelines

[2] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule …….hereto". The exceptions to the certificationor any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-VII thereof.

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

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

17. I/ We acknowledge and agree that in the event of a change in control of a Member whose Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/we further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to commencement of the Appointed Date under the Concession Agreement , it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall, at the sole discretion of the Authority, be liable to be terminated under and in accordance with Clause 2.4.2 of the RFP without the Authority being liable to us inany manner whatsoever.

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

19. I/ We have studied all the Bidding Documents carefully and also surveyed the *****. We understand that except to the extent as expressly set forth in the RFP, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.

20. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.

21. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.

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

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

24. I/ We certify that in terms of the RFP, my/our average annual turnover of last 4 years is Rs. …….. (Rupees .....).
25. I/ We offer a Bid Security of Rs.....(Rupees …… only) to the Authority in accordance with the RFP Document. The Bid Security in the form of a {Demand Draft/ Bank Guarantee} has been submitted.
26. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
27. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the RFP till occurrence of Financial Close in accordance with it.
28. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

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

Yours faithfully,

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

Place: Name and seal of the Bidder/ Lead Member

Appendix-I

Annex-I: Particulars of the Bidder

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

2 Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this 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:
f. E-Mail:

4 Particulars of the Authorised Signatory of the Bidder:
a. Name:
b. Designation:
c. Address:
d. Phone Number:
e. Fax Number:

5 In case of a Consortium:
a. The information above (1-4) should be provided for all the Members of the Consortium.
b. A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Bid.
c. Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role[$]	Percentage of equity in the Consortium[$$]
1			
2			
3			
4			

[$]The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.6 (d) and instruction 4 at Annex-IV.

[$$]The percentage of equity should be in accordance with Clause 2.2.6 (a), (c) and (g).

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

Name of Bidder/ member of Consortium:

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

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

Appendix-I

Annex-II: Technical Capacity of the Bidder@

(Refer to Clauses 2.2.2, 3.2 and 3.3 of the RFP)

Bidder type#	**Member Code¥**	**Project Code¥¥**	**Experience** (number of bicycles sharing project)	**Experience Score££**
(1)	(2)	(3)	(4)	(5)
Single entity Bidder		a		
		b		
		c		
		d		
Consortium Member 1		1a		
		1b		
		1c		
		1d		
Consortium Member 2		2a		
		2b		
		2c		
		2d		
Consortium Member 3		3a		
		3b		
		3c		
		3d		
			Aggregate Experience Score =	

- *@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3. In case the Bid Due Date falls within 3(three) months of the close of the latest financial year, refer to Clause 2.2.12.*
- *#A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.9, shall be provided.*
- *¥Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.*
- *¥¥Refer Annex-IV of this Appendix-I. Add more rows if necessary.*
- ££ Experience Score is the same as Experience i.e. number of eligible keys/rooms with no consideration for scaling factors or multipliers

Appendix-I

Annex-III: Financial Capacity of the Bidder

(Refer to Clauses 2.2.2, 2.2.4 and 3.4 of the RFP)

1. Average Annual Turnover

Sr. No.	Name of the Firm	Annual Turnover		
		Year	Year	Year
		2021-22 (Rs. Crores)	2022-23 (Rs. Crores)	2023-24 (Rs. Crores)
1.	{Lead Member}			
2.	{Consortium 1}			
3.	{Consortium 2}			
Average of 4 years for Evaluation				

2. Net Worth (Optional)

Sr. No	Name of the Bidder	Net worth as on 31st March 2024 (Rs. Crore)
1.	{Lead Member}	
2.	{Consortium 1}	
3.	{Consortium 2}	

(Signature of Authorised Signatory)

Company Seal & Stamp

Signature, Name, Address and Membership No. of Chartered Accountant

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 4 (four) years preceding the Bid Due Date. The financial statements shall:
    a. reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
    b. be audited by a statutory auditor;
    c. be complete, including all notes to the financial statements; and
    d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFP document.
5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.4 of the RFP document.

Appendix-I

Annex-IV: Details of Eligible Projects (for reference)

(Refer to Clauses 2.2.2, 3.2 and 3.3 of the RFP)

Details of experience of public bicycles system in the last 3 years
{On Bidder's letterhead}
(Refer clause 2.2.2 and Clause 3.4.1 Category 1 of the RFP)

Experience of operating public bicycles system:

Name & Location of Project	Brief description of the project	Total project cost in INR	Operation start date	Operation end date

*: Copy of the documentary evidences, signed by the Authorized Signatory shall be attached.

For and on behalf of

Signature of Authorized Person:
Name of Authorized Person:
Designation:
Bidding Organization / Lead Member:

Date:

Place:

Name of Non- lead member in case it is a consortium:

Appendix-I

Annex-V: Statement of Legal Capacity

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

Ref. Date:

To,

Mr *******

UT Administration,

Dadra & Nagar Haveli and Daman & Diu

Dear Sir/Madam,

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

We have agreed that..... (insert member's name) will act as the Lead Member of our consortium[5].

We have agreed that..... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf$ and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

[5] Please strike out whichever is not applicable.

Appendix-II: Financial Bid/BOQ for Reference

For RFP for Selection of Agency for Provision, Operation and Maintenance of Smart Shared Mobility Services (Bicycles or E-Scooters) in Daman District

(To be submitted Online Only)

Sr. No	Particular	Value (%)
1	***Per cent share of the total revenue collected from the Smart Shared Mobility Services (Bicycles or E-Scooters) system by the concessionaire per year***	[Input value (%)]

Appendix-III: Power of Attorney for signing of Bid[6]

(Refer Clause 2.2.5)

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

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

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

For ……..

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

[6] To be submitted in original.

Accepted

……

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Appendix-IV: Power of Attorney for Lead Member of Consortium[7]

(Refer Clause 2.2.5)

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

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

[7]To be submitted in original.

said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For ……..

(Signature)

……..

(Name & Title)

For ……..

(Signature)

……..

(Name & Title)

For ……..

(Signature)

……..

(Name & Title)

Witnesses:

1.

2.

……

(Executants)

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

Notes:

- *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.*

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Appendix-V: Joint Bidding Agreement

(Refer Clause 2.2.6 (g))

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

AND

4. {…..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the "**Fourth Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}[$]

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH}PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

(A) UT Administration of Dadra & Nagar Haveli and Daman & Diu, under the aegis of Ministry of Home Affairs, represented by its Chairman and having its principal offices at..... (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Bids") by its Request for Proposal No. …… dated .....(the "RFP") for pre-qualification and short-listing of bidders for installation, operation and maintenance of the …….. Project (the "Project") through public private partnership.

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

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

4. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding

Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

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

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

{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

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

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second

anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

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

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

7. Representation of the Parties

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

(a) Such Party is duly 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;

(b) 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 resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

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

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

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

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

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

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

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

8. Termination

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

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	
LEAD MEMBER by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED

For and on behalf of	For and on behalf of
THIRD PART	FOURTH PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix VI: Bank Guarantee for Bid Security

(Refer Clauses 2.1.3 and 2.27)

B.G. No. **Dated:**

1. In consideration of you, ……..……, having its office at....., (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive theBid of ..... (a company registered under the Companies Act, 1956/ 2013) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the …….. Project on O&M basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated …… issued in respect of the Project and other related documents hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at …….. (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.3 read with Clause 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amountof Rs. ……. (Rupees.....only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees ……. only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for thisprovision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have

obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. …… crore (Rupees..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [……. (indicate date falling 180days after the Bid Due Date)].

Signed and Delivered by ..... Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

Appendix-VII: Guidelines of the Department of Disinvestment[8]

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

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

OFFICE MEMORANDUM

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

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

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

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

c. In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

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

[8] These guidelines may be modified or substituted by the Government from time to time.

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

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

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

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

Appendix-VIII: Project Site Details

1. Location: Namopath Seafront (Nani Daman Jetty to Airframe installation near Hotel Princess Park) (https://www.google.com/maps/dir/Samudra+Narayan+Mandir,+and,+Fort+Area,+Moti+Daman,+Daman,+Dadra+and+Nagar+Haveli+and+Daman+and+Diu/Hotel+Princess+Park,+Devka+Beach+Road,+Devka,+Nani,+Daman,+Dadra+and+Nagar+Haveli+and+Daman+and+Diu/@20.4347922,72.8373396,5769m/data=!3m1!1e3!4m14!4m13!1m5!1m1!1s0x3be0d09ef11c1855:0x8992173597b35e9b!2m2!1d72.8311258!2d20.4126787!1m5!1m1!1s0x3be0da7fb7f20745:0x885ac7417560a05!2m2!1d72.8396324!2d20.4544106!3e0?entry=ttu&g_ep=EgoyMDI1MDgyNS4wIKXMDSoASAFQAw%3D%3D)

2. Location: Ramsetu Seafront (Moti Daman Jetty to Kalay river, Jampore beach, Moti Daman) (https://www.google.com/maps/dir/Moti+Daman+Jetty+Garden,+Fort+Area,+Moti+Daman,+Daman,+Dadra+and+Nagar+Haveli+and+Daman+and+Diu/New+Jampore+beach,+Kalay+Road,+Daman,+Dadra+and+Nagar+Haveli+and+Daman+and+Diu+396220/@20.3870734,72.8139923,8146m/data=!3m1!1e3!4m15!4m14!1m5!1m1!1s0x3be0d09bf4f70649:0x70450e355d8637ff!2m2!1d72.8351645!2d20.4102981!1m5!1m1!1s0x3be0d10066c89e0f:0xdff6bed71281caeb!2m2!1d72.8237863!2d20.3679721!3e0!5i1?entry=ttu&g_ep=EgoyMDI1MDgyNS4wIKXMDSoASAFQAw%3D%3D)