

Request for Qualification
cum
Request for Proposal
for Service Area Buildings in
Dholera Special Investment
Region, Dholera
on EPC basis

CIN NO. - DICDL/DSIR/AA/SAB/CONS/02

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AECOM

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GLOSSARY

Bidder(s)	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.1.7
Bids	As defined in Clause 1.2.2
Bid Price	As defined in Clause 1.2.6
Bid Security	As defined in Clause 1.2.4
Bidding Documents	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Construction Period	As defined in Clause 1.2.6
Contractor	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Defects Liability Period	As defined in Clause 1.2.6
Eligible Experience	As defined in Clause 3.2.1
Eligible Projects	As defined in Clause 3.2.1
EPC	Engineering, Procurement and Construction
EPC Agreement	As defined in Clause 1.1.2
Estimated Project Cost	As defined in Clause 1.1.4
Experience Score	As defined in Clause 3.2.5
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of India/ Gujarat
Jt. Bidding Agreement	As defined in Clause 2.2.6 (g)
Joint Venture	As defined in Clause 2.2.1(a)
Lead Member	As defined in Clause 2.2.6 (c)
LOA	Letter of Award
Lowest Bidder	As defined in Clause 1.2.6
Member	Member of a Joint Venture
Net Worth	As defined in Clause 2.2.4 (ii)
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Technical Capacity	As defined in Clause 2.2.2 (A)
Threshold Technical Capacity	As defined in Clause 2.2.2 (A)

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

Instructions to Bidder for e-Tendering

1. Accessing/Purchasing of BID documents

- (i) It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) (with both DSC components, i.e. signing and encryption in the name of authorized signatory who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Employer.

DSC should be in the name of the authorized signatory as authorized in Appendix II or Appendix III of the submitted Bid. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable).

- (ii) To participate in the bidding, it is mandatory for the bidders to get registered their firm / Joint Venture with e-tendering portal of the Employer [www.nprocure.com], to have user ID & password which has to be obtained by submitting the applicable fee & necessary documents. Validity of online registration is one year. Following may kindly be noted:
- (a) Registration should be valid at least up to the date of submission of BID.
 - (b) BIDs can be submitted only during the validity of their registration.
 - (c) The amendments / clarifications to the BID document, if any, will be hosted on the Employer's website www.nprocure.com.
 - (d) If the firm / Joint Venture is already registered with e-tendering portal of Employer and validity of registration is not expired the firm / Joint Venture is not required a fresh registration.
- (iii) The complete BID document can be viewed / downloaded from e-tender portal of the Employer, from the date & time mentioned in the "Important Information" section under Clause 1.3.

To participate in bidding, bidders have to pay Rs. 20,000/- (Rupees Twenty Thousand Only) Plus 18 % GST = Rs 23,600/- towards Tender fee for BID (non- refundable) in favour of "Dholera Industrial City Development Limited (DICDL), Gandhinagar" payable at Gandhinagar in the form of Demand Draft and BID Security is also to be furnished by the bidder for the amount of Rs. 47,00,000/-- (Rupees Forty Seven Lakhs only) in the form of Demand Draft or Bank Guarantee (BG) as per the format mentioned in Appendix-VI, issued from a scheduled Bank in the name of the Employer.

2. Preparation & Submission of BIDs:

- (i) The Bidder may submit his Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is available on e-procurement portal.
- (ii) The documents listed at clause 2.13 shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 2 MB) and uploaded during the on-line submission of BID.

- (iii) Bid must be submitted online only through e-procurement portal of the Employer, [www.nprocure.com] using the digital signature of authorized representative of the Bidder on or before bid due date (Up to 1500 hours IST).

3. Modification / Substitution / Withdrawal of BIDs:

- (i) The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- (ii) 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 Employer shall be disregarded.
- (iii) For modification of e-BID, bidder has to detach its old BID from e-tendering portal and upload / resubmit digitally signed modified BID.
- (iv) For withdrawal of BID, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-BID.
- (v) Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, bidder cannot re-submit the e-BID.

4. Opening & Evaluation of BIDs.

- (i) Opening and evaluation of BIDs will be done through online process.
- (ii) The Employer shall open the BIDs on physical bid submission date at 1530 hours IST in the presence of the Bidders, who choose to attend. Technical Bid of only those Bidders shall be online opened whose documents listed at clause 2.13.2 of the RFP have been physically received. The Employer will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.
- (iii) Prior to evaluation of BIDs, the Employer shall determine whether each BID is responsive as per clause 2.19 of this Instruction to Bidders as per e- tendering process.
- (iv) The BID shall be opened of those bidders only who submitted originals as mentioned in para 2 (ii) & (iii) above of e-Tendering procedure. The BID submitted on-line shall not be opened and shall be declared non - responsive, if originals are not submitted as mentioned in para 2 (ii) & (iii) above of e-Tendering procedure.
- (v) The online payment facility for the submission of registration Fee and Tender Processing Fee, which is payable to e-tender [service provider, has been enabled on e- Tender Portal [www.nprocure.com] The bidders can pay registration Charges as applicable and Tender Processing Fees.

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Employer 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 not an agreement and is neither an offer nor invitation by the Employer 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 the formulation of their bid pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer 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 Employer, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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 Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, 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 the Bidding Process.

The Employer 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 Employer 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 Employer is bound to appoint the selected Bidder for the Project and the Employer reserves the right to reject all or any of the Bids without assigning any reasons 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 Employer 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 Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1 Background

- 1.1.1 Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1483 km.

NICDIT trust and Dholera Special Investment Region Development Authority (DSIRDA) formed a SPV as Dholera Industrial City Development Limited (DICDL) for implementation of projects.

The Dholera Special Investment Region (DSIR) is the first investment region to be implemented under DMIC project. As a major new city, Dholera will be a Greenfield industrial hub located approximately 100km south of Ahmedabad in Gujarat. DMICDC, with support of Gujarat Infrastructure Development Board (GIDB) and Dholera Special Investment Region Development Authority (DSIRDA), plan to create an economically and socially balanced new-age city with world class infrastructure and highest quality-of-life standards and sustainability in the urban development context.

The DSIR has been planned over an extensive area of land measuring approximately 920sqkm encompassing 22 villages of Dholera Taluka in the Ahmedabad District. This node is strategically located near the industrial cities of Vadodara, Ahmedabad, Rajkot, Surat and Bhavnagar urban agglomerations. DMICDC, with the support and partnership of the Government of Gujarat, plans to create an economically and socially balanced new-age city with world class infrastructure and high quality-of-life standards and sustainability in the urban form. In order to achieve this objective, DMICDC is planning for the development of DSIR to take place in phases over a period of 30 years.

The developable area in DSIR is divided into six (6) Town Planning Schemes. Town Planning Schemes 1 and 2 cover the development in Phase-I. Town Planning Scheme 1 covers an area of approximately 51sqkm and Town Planning Scheme 2 covers an area of approximately 102sqkm.

For practical implementation purposes, TP2 is broken down into two packages; the area to the west of the Central Spine Road (SH6) is TP2 (West), and the area to the east of the Central Spine Road (SH6) is TP2 (East). TP2E covers an area of approximately 57.41sqkm and TP2W covers an area of approximately 43.11sqkm with an area of 2.3 sqkm falling under the Expressway ROW.

Since the entire Phase I (TP1 & TP2) cannot be implemented in one go, a phased approach has been adopted and an Activation Area of 22.5 sq.km has been identified which would act as catalyst for further investments and will provide a base for taking up development of further phases. The Activation Area is envisaged to trigger developmental activities in DSIR and attract local and global investments. The area shall also help build confidence in the market for attracting the anchor tenants thereby paving the way for development of remaining part of DSIR. The

Activation Area has been carved out of TP2E (18sq.km) and part of TP4 (4.5sq.km) based on the maximum availability of Govt. Land. The area has approximately 72kms of roads and has an optimum mix of land uses with the industrial allocation being the maximum.

Service areas are the designated areas to house equipment required for city services, ICT and power services within a single roof. This will make the walkways free from all the equipment planned and will give pedestrians continuous space for commuting. There are 38 services areas planned for the entire Activation area out of that 17 service areas will be considered for this bidding process. Service areas will have provision for Cellular towers, distribution transformer, power main distribution board, Feeder pillars for street lights and surveillance cameras and ICT Tier-1 and Tier-2 facilities.

The proposed Service Area buildings must house the electrical, mechanical and ICT equipment required to provide reliable service throughout the Dholera Activation Area.

The following list of services and systems must be considered but not limited for each Service Area.

- Cellular towers (desirably monopole for use by 7-8 telecoms)
- RF boxes for towers (to be provided by telecom service providers)
- Compact distribution transformers for power supply
- Electric distribution cabinets (for the vicinity)
- FO cabinets for city fiber and FTTx
- FO to RF convertors for antennas
- Street light control and metering equipment
- Control/monitoring equipment for water, gas etc.
- Radio transmitter/repeater
- Cable TV equipment
- Microwave towers
- Uninterruptable Power Supply (UPS) and small diesel generator (DG)
- Other smart city equipment etc.

The key parameters considered for site selection include the following:

- The minimum required site size for each service area plot is 21.5m X 18.5m (397.75 sq. m).
- Each proposed site requires direct access from the city road.
- In addition to the building, each proposed site requires adequate space for the erection, commissioning and installation of two monopole shared cellular towers which will host the cellular/RF antennas of approximately 7-8 Gujarat circle telecom operators.

As part of this endeavor, the Employer has decided to undertake this works (the “**Project**”) through **EPC** procurement for Construction, and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded.

The Estimated cost of the project is Rs 47.14 Crores (Rupees Forty Seven Crores Fourteen Lakhs Only) inclusive of all taxes.

- 1.1.2 The selected Bidder (the “**Contractor**”) shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “**EPC Agreement**”) to be entered into between the Contractor and the Employer in the form provided by the Employer as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defects Liability Period, which shall be as per clause 1.1.3.
- 1.1.3 The scope of work will broadly include Design and Construction of Service Area Buildings in Dholera Special Investment Region and maintenance of the Project during the Defects Liability Period, which shall be 4 (Four) years.
- 1.1.4 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The EPC Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor’s services and obligations.
- 1.1.6 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 Contractor set forth in the Agreement or the Employer’s rights to amend, alter, change, supplement or clarify the scope of work, the work 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 Employer.
- 1.1.7 The Employer 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 Employer pursuant to this RFP (collectively the “Bidding Documents”), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the “BID Due Date”).

1.2 Brief description of Bidding Process

- 1.2.1 The Employer has adopted a Single-stage Two Part process (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Joint Venture). Prior to making an Application, the Bidder shall pay to the Employer a sum of Rs 20,000/- (Rupees Twenty thousands) Only) Plus 18 % GST totaling Rs 23,600/- only) as the cost of Tender Fee. The Financial Bid under the second part shall be opened only for those Bidders whose Technical Bids are responsive to

eligibility and qualifications requirements as per this RFP.

Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Employer shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA.

- 1.2.2 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 not less than 120 days from the date specified in Clause 1.3 for submission of BIDs (the "Bid Due Date").
- 1.2.3 The Bidding Documents include the draft Agreement for the Project. The Preliminary Design prepared by the Employer/ consultants of the Employer (the "**Preliminary Design Details**") will also be provided to the Bidders, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security equivalent to 47 Lakhs (Rupees Forty Seven Lakhs Only) (the "**Bid Security**"), refundable no later than 30 days after the validity period of bid. The bid security of the selected Bidder shall be retained till Performance Security is provided and accepted by the Employer under the Contract. The Bidders will have to provide Bid Security in the form of a Demand draft or bank guarantee issued by any scheduled bank in India and having a minimum net worth of Rs. 1000 Crore or any other bank acceptable to the Employer and in such event, the validity period of the bank guarantee shall not be less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 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.
- 1.2.6 Bids will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "Bid Price"). The total time allowed for completion of construction under the Agreement (the "Construction Period") and the period during which the Contractor shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "Defect Liability Period") shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents.

In this RFP, the term "Lowest Bidder" shall mean the bidder who is quoting the lowest BID price.

- 1.2.7 Generally, the compliant Bidder who quotes the lowest bid price

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

- 1.2.8 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: RFP for ***** Project".

1.3 Schedule of Bidding Process

The Employer shall endeavor to adhere to the following schedule:

Event Description	Date
<u>Issue Date:</u>	9/3/2019
1. Last date for receiving queries	2/4/2019
2. Pre-Bid Conference	3/4/2019, Time: 11:00 Venue: Employers Office
3. Employer response to queries latest by	12/4/2019
4. Bid Due Date	25/4/2019
5. Physical Submission of Bids	26/4/2019
6. Opening of Technical Bids	26/4/2019
7. Declaration eligible/ qualified Bidders	[To be specified]
8. Opening of Financial Bids	[To be specified]
9. Letter of Award (LOA)	[To be specified]
10. Validity of Bids	120 days of Bid Due Date
11. Signing of Contract	Within 15 days of LOA

Figure 1: Location Plan for Service Areas



The Co-ordinates of service area are mentioned in Schedule-A

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

2.1.1 The Employer wishes to receive Bids for Selection of experienced and capable Contractor for the Design and Construction of Service Area Buildings in Dholera Special Investment Region on EPC Basis.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the “**Joint Venture**”), coming together to implement the Project. However, a Bidder, applying individually or as a member of a Joint Venture, as the case may be, cannot be member of another group of entity. The term Bidder used herein would apply to both a single entity and a Joint Venture.
- (b) A Bidder may be a company incorporated under the Indian Companies Act, 1956/2013 or a combination of companies with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
- (c) 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. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Bidder, its Member or any constituent thereof and any other Bidder, its Member 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 thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member, as the case may be), in the other Bidder, its Member is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956/2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject

Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member 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 Employer in the preparation of any documents, design or technical specifications of the Project.
- (d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Employer in relation to the Project is engaged by the Bidder, or any of its Members, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP.
- (e) Profitability: The Bidder firm shall be profit (net) making firm and shall have made profit at least in three financial years out of the last five financial years prior to submitting the Bid. The Bidder should submit attested copies of auditor's report. In case of Joint Venture, the total profitability shall be the sum of the individual member.
- (f) Other eligibility conditions shall include:

Bidder shall also fulfill the eligibility criteria such that their available bid capacity is more than the approximate estimated Project cost indicated in this RFP. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A * N * 2 - B)$$

Where

A = Maximum value of civil engineering works in respect to Projects (EPC Contract/, Item Rate contracts/ Construction works) executed in any one year during the last five years (^{\$}updated to the price level of the year indicated in Table below) taking into account the completed as well as works in progress.

- N = Number of years prescribed for completion of the works for which bids are invited.
- B = Value ([§]updated to the price level of the year indicated in Table below) of existing commitments and on-going works to be completed during the next 1.5 (One and Half) years. i. e. period of completion of the works for which BID is invited.

In case of Joint Venture, the total Assessed Available Bid Capacity shall be the sum of the Assessed Available Bid Capacity of the individual member.

Note: *The statement showing the value of existing commitments and on-going works as well as the stipulated period completion remaining for each of the works listed should be countersigned by the Statutory Auditor of the Company/ Chartered Accountant. Also such list of ongoing works including agreement values and balance works shall be declared on non-judicial stamp paper of worth INR100/- and notarized.*

[§]: The following enhancement factor shall be applied for updating the values of work to bring them to the base year. The current financial year in which the bid is invited shall be considered as base year.

Year	Financial year	Enhancement factor*
Base	2017-2018	1.00
-1	2016-2017	1.10
-2	2015-2016	1.21
-3	2014-2015	1.33
-4	2013-2014	1.46
-5	2012-2013	1.61

If the Tenderer fails to meet any of the criteria as per clause 2.2.1, such Tenderer will not be evaluated in further steps of clause 2.2.2.

2.2.2 To be eligible to bid, a Bidder, shall fulfil the following conditions of eligibility:

(A) Technical Capacity:

- (i) For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall, over the past 7 (seven) financial years preceding the Bid Due Date, have received payments for construction of Eligible Project(s), such that the sum total thereof is more than [Rs. 94 Crore.(Rupees. Ninety Four Crore)] (the “**Threshold Technical Capacity**”).
- (ii) For demonstrating technical capacity "experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - a. Three similar completed works costing not less than the amount

- equal to 40% of the estimated cost.
or
- b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
or
- c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

The completed works shall be Turnkey / Design & Build / EPC with construction of Building projects including Civil works, Structural works and Electrical, Plumbing works.

- (iii) Engineering capacity: The bidder must have minimum 4 engineers on their payroll and must have the expertise of those engineers having relevant experience in design and construction of similar projects.
- (iv) Deleted

(B) Financial Capacity:

a. Construction Turnover: Minimum Construction Average Turnover should be 47 Crore per annum for three immediately preceding financial year

b. (i) Net Worth: The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of [Rs. 12 Crore. (Rs. Twelve Crores Only)] at the close of the preceding financial year.

(ii) The bidder (or any member of the JV) should be financially sound and should have not applied for Corporate Debt Restructuring (CDR) during last 5 (five) years.

(iii) Liquid assets and/ or credit facilities of not less than 24 Crore.

All the above items should be certified by the Statutory Auditor of the company.

2.2.3 In case of a Joint Venture (not exceeding 3 entities):,

- (i) The Threshold Technical Capacity and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 75% requirements of Technical and Financial Capacity required as per Clause 2.2.2 (A) (i) & (B) and each of other JV members shall meet at least 25% requirement of Technical and Financial capacity as per Clause 2.2.2 (A) (i) & (B). For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria.
- (ii) For requirement of 2.2.2 (A) (ii), the Threshold Technical Capacity should have been completed from the Eligible Projects in Category 1 specified in Clause 3.2.1 by any of the JV members.

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

- (i) Certificate(s) from its statutory auditors¹/ Chartered Accountant or the concerned client(s) stating the payments received during the past 5 years, in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in the Projects as applicable 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 its statutory auditors/Chartered Accountant specifying the net worth 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 “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and 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- II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Joint Venture, the Members should submit a Power of Attorney in favor of the Lead Member as per format at Appendix-III.
- 2.2.6 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:
- (a) Number of members in a Joint Venture shall not exceed 3 (three) including lead partner;
 - (b) Subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;
 - (c) Members of the Joint Venture shall nominate one member as the lead member (the “**Lead Member**”). Lead Member shall meet at least 75 % requirement of Technical and Financial Capacity required as per Clause 2.2.2 (A) & (B). 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 Joint Venture;
 - (d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defects liability obligations;
 - (e) An individual Bidder cannot at the same time be member of a Joint Venture submitting for bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture submitting for bid;
 - (f) The Lead Member shall itself undertake and perform at least 30 (Thirty) per cent scope of the proposed Project.
 - (g) Members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of making the Bid and submitting a Bid. The Jt. Bidding Agreement, to be submitted along with

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

the Bid, shall, *inter alia*:

- (i) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the approximate share of work to be undertaken by each member;
 - (iv) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the Defects Liability Period is achieved in accordance with the EPC Agreement; and
- (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 Employer.

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

2.2.8 An Bidder including any Member 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 Employer or a judicial pronouncement or arbitration award against the Bidder or Member, 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 or Member.

2.2.8.1 The Bidder including any Member shall provide details of all their on-going projects along with stage of litigation, if so, against the Employer / Governments.

2.2.8.2 The Bidder including any member shall also provide details of on-going process of blacklisting if so, under any contract with Employer / Government.

2.2.8.3 The Employer reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 2.2.8. The decision of the Employer in this case shall be final.

2.2.9 The Technical Capacity and Net Worth of the Bidder/ Members in case of Joint Venture shall be computed under Clauses 2.2.2, 2.2.4 and 3.2.

2.2.10 The following conditions shall be adhered to while submitting the 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 the Bidder (or other constituent Member if the

Bidder is a Joint Venture) must apply to the Bidder, Member named in the Bid.;

- (c) in responding to the bid submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Bidder is a Joint Venture, each Member should substantially satisfy the bid requirements to the extent specified herein.
- (e) in case the Bidder does not have the relevant experience for any specific element of the project, it shall be deemed to have given an undertaking to engage specialized personnel/ sub-contractors in accordance with the Agreement.

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, not less than 15% (fifteen percent) 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 (Details are to be furnished in as prescribed); or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member/ Partner;

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 Employer from national security and public interest perspective. The decision of the Employer 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 Employer shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Employer 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 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 Bidder

hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Change in composition of the Joint Venture

2.3.1 Change in the composition of a Joint Venture will not be permitted by the Employer during the Bid Stage.

2.4 Number of Bids and costs thereof

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

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

2.5 Site visit and verification of information

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

2.6 Acknowledgement by Bidder

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

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Employer;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Employer relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.
- (e) Agreed to transfer of ownership of Employer to the SPV in its post formation as ‘Assignment’ right by the Employer.

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

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFP, the Employer reserves the right to accept or 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 Employer rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder and as specified in Clause 2.21 of this RFP.

2.7.2 The Employer reserves the right to reject any Bid:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Bid.

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

- (i) invite the remaining Bidders to match the Lowest 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 Employer, including annulment of the Bidding Processes.

2.7.3 In case it is found during the evaluation or at any time before signing of the EPC Agreement or after its execution and during the period of subsistence thereof, including the Defects Liability Period, that one or more of the bid 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 Contractor either by issue of the LOA or entering into the EPC Agreement, and if the Bidder has already been issued the LOA or has entered into the EPC 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 Employer to the Bidder, without the Employer being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Employer may have under this RFP, the Bidding Documents, the EPC Agreement or under applicable law.

2.7.4 The Employer 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 Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder.

B. DOCUMENTS

2.8 Contents of the RFP

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

PART 1: Invitation for Qualification

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

Appendices

- I. A) Letter comprising the Technical Bid
B) Letter Comprising the Financial Bid
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Joint Venture
- IV. Joint Bidding Agreement for Joint Venture
- V. Guidelines of the Department of Disinvestment
- VI. Bank Guarantee for BID Security

PART 2 - Volume 1.1 - Draft EPC Agreement

PART 2 - Volume 1.2 – Schedules

PART 2 - Volume 2 – Drawings

PART 3 - Manual for Construction Procedures

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFP may notify the Employer in writing or by fax and e-mail in accordance with Clause 1.2.8. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Employer shall endeavor to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the

Bid Due Date. The responses will be sent by fax and/or e-mail. The Employer will forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries.

- 2.9.2 The Employer shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Employer 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 Employer to respond to any question or to provide any clarification.
- 2.9.3 The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be part of the RFP. Verbal clarifications and information given by Employer or its employees or representatives shall not in any way or manner be binding on the Employer.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the deadline for submission of Bid, the Employer 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.
- 2.10.2 Any Addendum thus issued will be available on Employers website/ e-procurement portal.
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

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.

2.12 Format and signing of Bid

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

2.12.2 The Bidder shall provide all the information sought under this RFP. The Employer will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, document fee, POA and Joint Bidding Agreement are received in hard copies.

2.12.3 The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid

2.13 Sealing and Marking of Bids

2.13.1 The Bidder shall submit the Technical BID & Financial Bid online through e-procurement portal comprising of the following documents along with supporting documents as appropriate:

Technical Bid:

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to VI and supporting certificates / documents.
- (b) Power of Attorney for signing the Bid as per the format at Appendix-III;
- (c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
- (d) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-IV
- (e) BID Security of Rs. 47,00,000/- (Rupees Forty Seven lakhs Only) in the form of a Demand Draft or a Bank Guarantee in the format at Appendix-II from a Scheduled Bank.
- (f) DD for Rs 23,600/- (Rupees Twenty Three Thousand Six Hundred Only) in favour of **“Dholera Industrial City Development Ltd (DICDL), Gandhinagar”** payable at Gandhinagar towards cost of Tender Fee.
- (g) All documents necessary to substantiate the claim to qualify including but not

limited to Completion Certificates for each of the projects claimed.

Financial Bid:

(a) Appendix-IB (Letter comprising the Financial Bid). (Online submission Only)

2.13.2 The Bidder shall submit the following documents physically:

- (a) Original Power of Attorney for signing the BID as per format at Appendix-III;
- (b) if applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
- (c) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-V
- (d) BID Security in the form of Original Demand Draft or Bank Guarantee in the format at Appendix-II from a Scheduled Bank.
- (e) All documents necessary to substantiate the claim to qualify including but not limited to Completion Certificates for each of the projects claimed.
- (f) Each of the envelopes shall clearly bear the following identification:

“Application for Qualification: **** Project”

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to: DICDL address details

ATTN. OF: Mr Dilip Brahmhatt
DESIGNATION: General Manager
ADDRESS:
Dholera Industrial City Development Ltd (DICDL)
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017
Gujarat, India
FAX NO: +91-79- 23222481
PHONE: +91-079-232-26015
E-MAIL ADDRESS: **dbrahmhhatt@dicdl.in**

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

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

2.14 Bid Due Date

- 2.14.1 Technical and Financial Bid comprising of the document listed at 2.13.1 of the RFP shall be submitted online through e-procurement portal on or before 1500 hours IST on the Bid Due Date. Documents listed at Clause 2.13.2 of the RFP shall be physically submitted on or before 1500 hours IST on the physical submission Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 2.13.3.
- 2.14.2 The Employer may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.15 Late Bids

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

2.16 Modifications/ substitution/ withdrawal of Bids

- 2.16.1 The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- 2.16.2 For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again.
- 2.16.3 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 Employer, shall be disregarded.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Bids

Evaluation of Technical Bids:

- 2.17.1 The Employer shall open the Bids at 1530 hours IST on the Bid Due Date, at the place specified in Clause 2.13.3 and in the presence of the Bidders who choose to attend.
- 2.17.2 Technical Bids of those Bidders, who have not submitted their Bid online, shall not be considered for opening and evaluation.
- 2.17.3 The Employer will subsequently examine and evaluate Technical Bids in accordance with the provisions set out in Section 3.
- 2.17.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Employer. 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.
- 2.17.5 To facilitate evaluation of Technical BIDs, the Employer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.17.6 If a Bidder does not provide clarifications sought under Clause 2.17.5 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Employer 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 Employer.
- 2.17.7 The Employer reserves the right to reject any Technical BID which is non-responsive as per clause no 2.19 and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such BID.
- 2.17.8 Any information contained in the Bid shall not in any way be construed as binding on the Employer, 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.
- 2.17.9 The Employer 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.
- 2.17.10 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Bidder.
- 2.17.11 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Employer as incorrect or erroneous, the Employer shall reject such claim and exclude the same from computation of the Eligible 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 Employer reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.
- 2.17.12 The Employer will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.
- 2.17.13 After evaluation of Technical Bids, the Employer will publish a list of Technically responsive Bidders whose financial bids shall be opened. The Employer shall notify other bidders that they have not been technically responsive. The Employer will not entertain any query or clarification from Applicants who fail to qualify.

Evaluation of Financial Bids:

2.17.14 The Employer shall inform the venue and time of online opening of the Financial Bids to the Technically responsive Bidders through e-procurement portal of the Employer and e-mail. The Employer shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorized representatives of the Bidders who may choose to attend. The Employer shall publically announce the Bid Price quoted by the technically responsive Bidder. The Employer shall prepare a record of opening of Financial Bids.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the qualified 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 Employer in relation to, or matters arising out of, or concerning the Bidding Process. The Employer 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 Employer 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 Employer or as may be required by law or in connection with any legal process.

2.19 Tests of responsiveness

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

- (a) it is received as per format at Appendix-I (A) and 1(B).
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Joint Venture, the Power of Attorney as specified in Clause 2.2.6 (c);
- (e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (f) it contains information in formats same as those specified in this RFP;
- (g) it contains certificates from its statutory auditors² in the formats specified

² 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 2.19.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFP.

at Appendix-IA of the RFP for each Eligible Project;

- (h) it contains a Demand draft issued by any scheduled bank in India for [Rs. (Rupeesonly)] to Employer towards the cost of the RFP process;
- (i) it is accompanied by the Jt. Bidding Agreement (for Joint Venture), specific to the Project, as stipulated in Clause 2.2.6(g);
- (j) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof.

2.19.2 The Employer 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 Employer in respect of such Bid.

2.20 Clarifications

2.20.1 To facilitate evaluation of Bids, the Employer 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 Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Employer 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 Employer.

2.21 Selection of Bidder

2.21.1 Subject to the provisions of Clause 2.7 the Bidder whose BID is adjudged as responsive in terms of Clause 2.19 and who quotes lowest price shall be declared as the selected Bidder (the "Selected Bidder").

If the Financial Bid, which results as the lowest evaluated bid price, is seriously unbalanced, in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the project to demonstrate the internal consistency of those prices with the proposed construction methods and schedules. After evaluation of the price analysis, taking into consideration the schedule of estimated contract payments, the Employer may require the amount of the Performance Guarantee to be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract. The level of increase in the Performance Guarantee, if any, shall be decided solely by the Employer, up to a maximum of 50% of the prescribed performance guarantee.

In the event that the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

- 2.21.2 In the event that two or more Bidders quote the same BID price (the "Tie BIDs"), the Employer 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.
- 2.21.3 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Employer may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of Bidding, then the Bidder whose Bid was lower as compared to other Bidders in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.
- 2.21.4 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 2.21.3, the Employer may, in its discretion, invite fresh Bids (the "third round of bidding" from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.
- 2.21.5 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Employer 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 Employer 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.
- 2.21.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the bidder to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

2.22 Proprietary data

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

2.23 Correspondence with the Bidder

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

any Bid.

2.24 Contacts during BID Evaluation

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Employer 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 Employer and/ or their employees/ representatives on matters related to the BIDs under consideration.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.1 above shall qualify for evaluation under this Section 3. Bids of firms/ Joint Venture who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
 - (b) Financial Capacity

3.2 Technical Capacity for purposes of evaluation

- 3.2.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 (the "**Eligible Projects**"):

Category 1: Construction experience on Eligible Projects in Building works that qualify under Clause 3.2.3

Category 2: Construction experience on Eligible Projects in Core sector that qualify under Clause 3.2.3

For the purpose of this RFP:

core sector would be deemed to include projects other than category 1.

- 3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.
- 3.2.3 For a project to qualify as an Eligible Project under Categories 1 and 2, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, during the 7 (seven) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received, during such 7 (seven) financial years shall qualify for purposes of computing the Experience Score. However, receipts of less than 10% shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment alone except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land shall not be included hereunder.
- 3.2.4 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 Joint Venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

- 3.2.5 For the purpose of assigning scores to the Bidder, its experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category would be the eligible receipts specified in Clause 2.2.2 (A), divided by one crore and then multiplied by the applicable factor in Table 3.2.5 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Table 3.2.5: Factors for Experience across categories

	Factor
Category 1	1
Category 2	0.75

- 3.2.6 The Experience Score determined in accordance with Clause 3.2.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.
- 3.2.7 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture. In other words, no double counting by a Joint Venture 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 7 (seven) 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-IA.

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 Joint Venture) for the last 5 (five) 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 Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-IA.

3.5 Qualification of Bidders

- 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 Applicant. In case of a Joint Venture, the Aggregate Experience Score of the Lead Member including other members shall be the Aggregate Experience Score of the Joint Venture. All Bidders who fulfill the conditions of eligibility specified in Clause 2.2.2 and meet the other conditions specified in this RFP shall be qualified.
- 3.5.2 The Bidders meeting the qualification requirements as per this RFP shall be notified officially after due verification of their credential information in support of qualification.
- 3.5.3 The Bidders meeting the qualification criteria shall be eligible for opening of the financial bids.

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. Notwithstanding anything to the contrary contained herein, the Employer may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Employer under Clause 4.1 hereinabove, if a Bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Employer during a period of 2 (two) years from the date such Bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Employer 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 Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
 - (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Employer 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 Bidder 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 of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer shall endeavor 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 at [Gandhinagar, Gujarat] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Employer, 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 Employer 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.
 - (f) Transfer of “Assignment” of bid process or Contract as the case may be to SPV in its post formation.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX IA

Letter Comprising the Technical Bid

(Refer Clause 2.13.1)

To,

Dated: [*****]

*****]

Sub: Application for Technical Bid for ***** Project

Dear Sir,

With reference to your RFP document dated, we, having examined the RFP document and understood its contents, hereby submit our Bid for the aforesaid project. The Bid is unconditional and unqualified. We acknowledge that the Employer reserves the right of “Assignment” of ownership during bid process or after award of contract, to SPV in its post formation. We undertake to fully co-operate with The Employer/SPV for any documentation legally enforceable for recognition and effectuation of such transfer of ownership.

2. We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to IV 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 design and construction of the aforesaid Project and maintenance of the Project during the Defects Liability Period.

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

5. We acknowledge the right of the Employer 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. We certify that in the last three years, any of the Joint Venture Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Employer nor have had any contract terminated by any public Employer for breach on our part.

7. We declare that:
- (a) We have examined and have no reservations to the RFP document, including any Addendum issued by the Employer.
 - (b) We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document; and
 - (c) 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 [or obstructive practice as defined in Appendix V] of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any government, Central or State; and
 - (d) 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. 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 2.17.9 of the RFP document.
9. We believe that we/ our Joint Venture/ proposed Joint Venture satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are qualified to submit a Bid.
10. We declare that we/ any Member of the Joint Venture are not a Member of a/ any other Joint Venture applying for bid.
11. We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Employer 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. We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. We further certify that no investigation by a regulatory Employer is pending either against us/ any Member of the Joint Venture or against our CEO or any of our directors/ managers/ employees.
14. We further certify that we/ any Member of the Joint Venture are not barred by the Central/ State Government or any entity controlled by it, from participating in any project (EPC or otherwise), and that no bar subsists as on the date of Bid

15. We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-V thereof.
16. 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 Employer of the same immediately.
17. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-IA 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 Joint Venture, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
18. We certify that the {Bidder} is an existing Company incorporated under the Indian Companies Act, 1956/2013.
19. 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 Employer 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.
20. The documents accompanying the Technical BID, as specified in Clause 2.13.1 of the RFP, have been submitted in separate files.
21. We offer a BID Security of Rs.***** (Rupees ***** only) to the Employer in accordance with the RFP Document.
22. The BID Security in the form of a Bank Guarantee is attached.
23. We agree and undertake to abide by all the terms and conditions of the RFP document.
24. We certify that in terms of the RFP, our Net Worth is Rs..... (Rs. in words)
25. We undertake to engage personnel specialized/ sub-contractors for design and construction of those elements of the Project for which we do not have adequate experience.

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26. {We agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the EPC Agreement.}\$

27. We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

28. We shall keep this offer valid for 120 (one hundred and Twenty) days from the BID Due Date specified in the RFP.

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

Yours faithfully,

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

Place: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

^s Omit if the Bidder is not a Joint Venture.

Appendix IA
Annex-I

ANNEX-I

Details of 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:
 - (e) GST Number and copy of Certificate:
 - (f) Company Registration Number and Copy of Certificate:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Employer:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
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 Joint Venture:
 - (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
 - (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:

Appendix IA

Annex-I

Sl. No.	Name of Member	Role* {Refer Clause 2.2.6(d)} [§]	Share of work in the Project {Refer Clauses 2.2.6 (a) & (f) & (h)}
1.			
2.			
3.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.

(d) The following information shall also be provided for each Member of the Joint Venture:

Name of Bidder/ member of Joint Venture:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Joint Venture been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT, EPC 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 Joint Venture 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?		
4.	Has the applicant/ constituent of the JV has applied for CDR during the last 5 financial year.		

6. A statement by the Bidder and each of the Members of its Joint Venture (where applicable) 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):

[§] All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

Appendix IA

Annex-I

The updated following information w.r.t para 2.2.8 for the Bidder and each Member of the Joint Venture:

Name of Applicant/ member of Joint Venture:

No.	Criteria	1 st last year	2 nd last year	3 rd last year
1.	If bidder have either 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 or any of its Joint Venture Member, as the case may be, or 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 or any of its Joint Venture Member.			
2.	Updated details of stage of litigation, if so, against the Employer / Governments on all the on-going projects of the bidder or any of its Joint Venture Member.			
3.	Updated details of on-going process of blacklisting if so, under any contract with Employer / Government on the Bidder including any of its Joint Venture member.			

ANNEX-II

Technical Capacity of the Bidder[@]

(Refer to Clauses 2.2.2(A), 2.3, 3.2 and 3.3 of the RFP)

Bidder type	Project Code*	Cate-gory ^{\$}	Experience ^{**} (Equivalent Rs. crore) ^{\$\$}		Experience Score [£]
			Payments received for construction of Eligible Projects in Categories 1 and 2		
(1)	(2)	(3)	(4)		(6)
Single entity Bidder or Lead Member including other members of the Joint Venture	A				
	B				
	C				
	D				
	E				
	F				
Aggregate Experience Score =					

[@] Provide details of only those projects that have been undertaken by the Bidder, or its Lead member including members in case of joint venture, under its own name separately and/ or by a project company eligible under Clause 3.2.3. include only those projects where the payments received exceed the amount specified in 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.

Appendix IA
Annex-II

* Refer Annex-IV of this Appendix-IA. Add more rows if necessary.

§ Refer Clause 3.2.1.

** Construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of maintenance and repair, operation of Highways, water, drainage and sewerage sectors and land be included while computing the Experience Score of an Eligible Project.

§§ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

£ Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.5 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.7, and the product thereof shall be the Experience Score for such Eligible Projects.

NOTE:

In case of a Joint Venture, information in Annex-II and Annex-IV of Appendix-IA shall be provided separately for other Members also so as to establish that each such Member has 25 percent or more of the Threshold Technical Capacity. Such information may be provided as Annex-IIA, Annex-IIB, Annex-IVA and Annex- IVB respectively. (Refer Clause 2.2.3).

Appendix IA
Annex-II

(iii) Engineering Capacity

Sr. No.	Name of Employee	Position	Educational Qualification	Total Experience in years	Details of Experience in Design / Construction
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
.....					
100.					

The list of Employees in the Engineering capacity should be countersigned by the Statutory Auditor of the Company. This list of Engineering capacity shall be declared by the Bidders on non-judicial stamp paper of worth INR 100/- and notarized.

ANNEX-III

Financial Capacity of the Bidder

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

(a) Construction Turnover

S.No.	Financial years	Average Annual turnover from construction business of the Bidder (INR)
1	2017-2018	
2	2016-2017	
3	2015-2016	
	Average for three years	[indicate sum of above divided by 3]

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

- i. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Member-in-charge.
- ii. In case the Bidder does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

Appendix IA
Annex-III

(b) (i) Net Worth

(In Rs. crore^{\$})

Bidder type	Net Cash Accruals					Net Worth [£]
	Year 1 (2)	Year 2 (3)	Year 3 (4)	Year 4 (5)	Year 5 (6)	
Single entity Bidder or Lead Member including other members of the Joint Venture						
TOTAL						

Name & address of Bidder's Bankers:

^{\$} For conversion of other currencies into rupees, see note below Annex-II of Appendix-IA.

[£]The Bidder should provide details of its own Financial Capacity.

Appendix IA
Annex-III

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder;
 - (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 Cash Accruals shall mean Profit After Tax + Depreciation.
3. 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).
4. 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.
5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFP document.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. 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 (ii) of the RFP document.

(iii) Liquid Assets And / Or Credit Facility

A. Name of the Bidder

B. Financial Information

Financial Information	Year 2017-2018 Rs. In Lakhs	Year 2016-2017 Rs. In Lakhs	Year 2015-2016 Rs. In Lakhs
Liquid Assets			
(i) Cash and Bank Balance			
(ii) Fixed Deposit			
(iii) Others (Please Specify)			

In case of difference from the audited annual reports, the audited figures will prevail

C. Name, address and telephone, telex and fax numbers of the bidders' bankers who may provide references if contacted by the Employer (If necessary, use separate sheets to provide complete banker information).

Banker	Name of Banker	
	Address of banker.....	
	Telephone	Contact Name and Title
	Facsimile	E-mail

D. Specify proposed sources of credit line to meet the cash flow demands of the Contract. Provide evidence of access to lines of credit. Enclose credit lines/letter of credit from bank.

Source of Credit Line.	Amount in Rs.
1.	
2.	

Certificate from the Statutory Auditor shall be submitted by the Bidders in support of the above furnished details.

Note:

- i. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria should be satisfied by the Member-in-charge.

ANNEX-IV

Details of Eligible Projects

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

Project Code:

Entity: Self/Members:

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received for construction, and/or (b) revenues appropriated for self-construction under PPP projects	6	
Entity for which the project was constructed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.

Appendix IA
Annex-IV

2. The Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Eligible Project.
4. In case the Eligible Project relates to other Members, write “Member”.
5. Refer to Clause 3.2.1 of the RFP for category number.
6. The total payments received and/or revenues appropriated for self-construction for each Eligible Project are to be stated in Annex-II of this Appendix-IA. The figures to be provided here should indicate the break-up for the past 7 (seven) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12).. In case of Categories 1 and 2, payments received only in respect of construction should be provided, but only if the amount received exceeds the minimum specified in Clause 3.2.3. Receipts for construction works should only include capital expenditure, and should not include expenditure on maintenance & repair and operation of Project.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Employer/ Agency may be provided. .
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3.
9. In case of Categories 1 and 2, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.
11. Certificate from the Bidder’s statutory auditor[§] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.

[§] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

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Annex-IV

12. If the Bidder is claiming experience under Category 1 & 2^s, it should provide a certificate from its statutory auditors or the client in the format below:

<p style="text-align: center;">Certificate from the Statutory Auditor/Chartered Accountant/ Client regarding construction works[@]</p> <p>Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Bidder) was engaged by (title of the project company) to execute (name of project) for (nature of project)}. The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any). It is certified that Bidder received payments from its Clients for Construction Works executed by them, in the aforesaid construction works.</p> <p>We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which the Bidder received Rs. cr. (Rupees crore), in terms of Clauses 3.2.1 and 3.2.3 of the RFP, during the past seven financial years as per year-wise details noted below:</p> <p>.....</p> <p>It is further certified that the receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/consortium.[#]</p> <p>We further certify that Bidder has a share of ____% in the Joint Venture/Consortium.</p> <p>Name of the audit firm: Seal of the audit firm: (Signature, name and designation of the Date: authorized signatory).</p>

13. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score[€].

^sRefer Clauses 3.2.1 and 3.2.3 of the RFP.

[@] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

[#] This certification should be strike out in case of jobs/ contracts, which are executed a sole firm. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture. This portion may be omitted if the contract did not involve a partnership/ joint venture. In case where work is not executed by partnership/ joint venture, this paragraph may be deleted.

[€] Refer Clause 3.2.5 of the RFP.

ANNEX-V

Statement of Legal Capacity

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

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the application) 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 Joint Venture.*

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

Annexure-A

Information required to evaluate the BID Capacity under clause 2.2.1(f)

To calculate the value of "A"

1. A table containing value of Civil Engineering Works in respect to Projects (EPC Contract/ Item Rate Contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows:

Sl. No	Financial Year	Value of Civil Engineering Works undertaken w.r.t. Projects (Rs. In Crores)
1	2017-18	
2	2016-17	
3	2015-16	
4	2014-15	
5	2013-14	

2. Maximum value of projects that have been undertaken during the F.Y. _____ out of the last 5 years and value thereof is Rs.

Crores (Rupees _____).

Further, value updated to the price level of the year indicated in Appendix is as follows:

Rs. Crores x _____ (Updation Factor as per Appendix) = Rs. _____
Crores
(Rupees _____)

.....
.....
Signature, name and designation of
Authorised Signatory

For and on behalf of(Name
of the Applicant)

.....
.....
Name of the Statutory Auditor's firm:
Seal of the audit firm: (Signature, name
and designation and Membership No. of
authorised signatory)

To calculate the value of "B"

A table containing value of all the existing commitments and on-going workings to be completed during the next _____ years is as follows:

Sl. No.	Name of Project/Work	Percentage of participation of Bidder in the project	Stipulated period of completion as per Agreement /LOA	Value of contract as per Agreement /LOA	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2015-16 price level
				Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8	9 (3x 7 x #)

Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
Base	2017-18	1.00
-1	2016-17	1.10
-2	2015-16	1.21
-3	2014-15	1.33
-4	2013-14	1.46
-5	2012-13	1.61

The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects **or** Concessionaire / Authorized Signatory of the Employer in respect of BOT Projects.

.....
.....
Signature, name and designation of
Authorised Signatory

For and on behalf of(Name
of the Applicant)

.....
.....
Name of the Statutory Auditor's firm:
Seal of the audit firm: (Signature, name
and designation and Membership No. of
authorised signatory)

APPENDIX - IB
Letter comprising the Financial BID
(Refer Clauses 2.13.1, and 2.19)

Sub: BID for *** ** Project

Dated:

Dear Sir,

With reference to your RFP document dated *** **, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The Bid price has been quoted by me/us after taking into consideration of all the terms and conditions stated in the RFP, Draft Agreement, our own estimates of Costs and after careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project and we understand that no additional payments shall be allowed on the basis of change in site parameters at a later date"
4. I/ We acknowledge the right of the Employer 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.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/ We shall keep this offer valid for 120 (one hundred and Twenty) days from the BID Due Date specified in the RFP.
7. I/ We hereby submit our BID and offer a BID Price Rs.
(Rs..... in words) for
undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date:
the Place:

(Signature, name and designation of
Authorised Signatory)
Name & seal of Bidder/Lead
Member:..... Class III DSC ID of Authorised
Signatory :.....

APPENDIX II

Format for Power of Attorney for signing of Bid

(Refer Clause 2.2.5)

Know all men by these presents, We.....
(name of the firm and address of the registered office) do hereby irrevocably
constitute, nominate, appoint and authorize Mr/ Ms (name),
son/daughter/wife of and presently residing at
....., who is presently employed with us/ the Lead Member of our Joint
Venture 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 submission of our bid for the ***** Project proposed or being
developed by the
***** (the “Employer”) including but not limited to signing and submission of all
bids and other documents and writings, participate in Bids and other conferences
and providing information/ responses to the Employer, representing us in all matters
before the Employer, signing and execution of all contracts including the EPC
A g r e e m e n t and undertakings consequent to acceptance of our bid, and generally
dealing with the Employer in all matters in connection with or relating to or arising
out of our bid for the said Project and/ or upon award thereof to us and/or until the
Appointed Date under EPC Agreement

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.
- 2.

(Notarised)

Appendix II

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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 Appostille certificate.*

APPENDIX III

Format for Power of Attorney for Lead Member of Joint Venture

(Refer Clause 2.2.5)

Whereas the ***** (“the Employer”) has invited bids from interested parties for the ***** Project (the “Project”).

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

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and Employer to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’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 authorize M/S having its registered office at, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Joint Venture and submission of its bid for the Project, including but not limited to signing and submission of , bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s bid for the Project and/ or upon award thereof until the Appointed Date under the EPC Agreement .

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,

Appendix III

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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/ Joint Venture.

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 Joint Venture)

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.*

Appendix III

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- ✦ *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 IV

Format for Joint Bidding Agreement for Joint Venture

(Refer Clause 2.13.2)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

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

WHEREAS,

- (A) [....., incorporated under the Act, represented by its and having its principal offices at] (hereinafter referred to as the “**Employer**” which expression

shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bids**”) by its Request for Qualification No. dated(the “**RFP**”) for of bidders Project (the “**Project**”) through an EPC Agreement.

- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture 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 Joint Venture 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 capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) 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 Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an EPC Agreement with the Employer for performing all its obligations as the Contractor in terms of the EPC 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 Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the EPC Agreement;

(b) Party of the Second Part shall be {the Member of the Joint Venture; and}

{(c) Party of the Third Part shall be the Member of the Joint Venture.}

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, and the EPC Agreement, till such time as the completion of the Defects Liability Period in accordance with the EPC Agreement.

The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Joint Venture and shall at all times be liable and responsible for discharging the functions and obligations of the Joint Venture; and that each member of the joint Venture shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Employer shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Employer shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Joint Venture.

6. Share of work in the Project

The Parties agree that the proportion of construction in the EPC Agreement to be allocated among the members shall be as follows:

First Party:

Second Party:

{Third Party:}

Further, the Lead Member shall itself undertake and perform at least 30 (thirty) per cent scope of the proposed project if the Contract is allocated to the Joint Venture.

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 Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental 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 Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by the Employer 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 Employer.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

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

APPENDIX V¹¹

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

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

Block 14, CGO Complex
New Delhi.
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 Employer 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.

¹¹ These guidelines may be modified or substituted by the Government from time to time.

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- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari) Under
Secretary to the Government of India

APPENDIX - VI

Bank Guarantee for BID Security
(Refer Clauses 1.2.4)

B.G. No. Dated:

1. In consideration of you, *** **, having its office at *** **, (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of..... and having its registered office at (and acting on behalf of its JV) (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 [EPC] basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft contract Agreement (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 1.2.4 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 Employer an amount of 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 Employer 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 Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer 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 Employer 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 Employer 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 Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer 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 Employer shall be entitled to treat the Bank as the principal debtor. The Employer 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 Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer 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 Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer 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 this provision 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 authorized to receive the said notice of claim.

10. It shall not be necessary for the Employer 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 Employer 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 unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer 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 Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)
(Official-Seal)