



**Request for Qualification cum Request for Proposal
(RFQ cum RFP) for**

**Design, Construction and Maintenance of the AURIC HALL Building for
Phase - I in Shendra-Bidkin Industrial Area (SBIA), Aurangabad,
Maharashtra State on EPC Basis (Package - IV)**



September 2016

**Managing Director
Aurangabad Industrial Township Limited
Udyog Sarathi, DMIC Cell, MIDC Office,
Marol Industrial Area, Andheri (East), Mumbai,
Maharashtra State, India - 400093**

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Aurangabad Industrial Township Limited

Notice Inviting RFQ cum RFP

Ref No. AITL/SBIA/2016-17/006

Dated 19th September 2016

Package no: IV: Design, Construction and Maintenance of the AURIC HALL Building for Phase - I in Shendra-Bidkin Industrial Area (SBIA), Aurangabad, Maharashtra State on EPC Basis.

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.

Further, Delhi Mumbai Industrial Corridor Development Corporation (DMICDC), a special purpose company incorporated under the Indian Companies Act 1956, with equity from Government of India, Japan Bank of International Cooperation (JBIC) and Government owned institutions to establish, promote and facilitate development of Delhi Mumbai Industrial Corridor Project. The Delhi Mumbai Industrial Corridor Development Corporation (DMICDC) is intending to develop seven industrial cities/ nodes and Shendra-Bidkin Industrial Area (SBIA), is one of the seven such industrial cities in Maharashtra State at Aurangabad.

A Special purpose vehicle viz “Aurangabad Industrial Township Limited” is formed with the equity participation of Central and State Governments for procurement and construction of trunk infrastructure in Shendra-Bidkin Industrial Area, Aurangabad, Maharashtra State.

It has been decided to undertake the development of Design, Construction & Maintenance of the AURIC HALL Building for Phase - I in Shendra-Bidkin Industrial Area (SBIA), Aurangabad, Maharashtra State on EPC Basis (Package - IV).

The Aurangabad Industrial Township Limited (AITL) represented by Managing Director, now invites bids from eligible contractors for the following project:

| Location | Name of Work | Completion Period (In days) | Maintenance period |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------|
| Shendra-Bidkin Industrial Area (SBIA) | Design, Construction & Maintenance of the AURIC Hall Building for Phase - I in Shendra-Bidkin Industrial Area, Aurangabad, Maharashtra State on EPC Basis (Package - IV) | 730 | 2 years |

The complete RFQ cum RFP document can be viewed / downloaded from official portal of AITL website <https://aitl.eproc.in>, www.auric.city and www.dmicdc.com from September 19, 2016 to October 17, 2016 (up to 1500 hrs. IST) Bid must be submitted online only at <https://aitl.eproc.in> on or before October 17, 2016 up to 1500 hours IST). Applications received online shall be opened on October 17, 2016 at 1630 hours IST.

Managing Director,
Aurangabad Industrial Township Limited
Udyog Sarathi,, DMIC cell, MIDC Office,
Marol Industrial Area, Andheri (East)
Mumbai, Maharashtra State, India – 400093

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.....)) 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). Please ensure that the submission of document certifies the class III of the DSC.

- (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, to have user ID & password which shall be obtained by submitting the applicable fee & necessary documents. Validity of online registration is one year.

The following points 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 with valid registration.
- (c) The amendments / clarifications to the BID document, if any, will be hosted on the Employer's website. (<https://aitl.eproc.in>.)
- (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 to apply for fresh registration.
- (iii) The complete BID documents can be viewed / downloaded from e-tender portal of Aurangabad Industrial Township Limited, from the date & time mentioned in the "Important Information" section under Clause 1.3.
- (iv) To participate in bidding, bidders have to pay **Rs. 50,000** (Rupees Fifty Thousand only) as non-refundable tender fee for BID. The fee is to be paid through online only on AITL's website and the BID Security is also to be furnished by the bidder for the amount of **Rs. 1,25,00,000** (Rupees One Crore Twenty-Five Lakhs only.) in the form of 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:

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 10 MB) and uploaded during the on-line submission of BID.
- (iii) Bid must be submitted online only through e-procurement portal of the Employer, <https://aitl.eproc.in> using the digital signature of authorized representative of the Bidder on or before October 17, 2016 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 the BID, the 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 be specifically 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 on-line the received Technical BIDs at 16.30 hours IST on the BID Due Date October 17, 2016, in the presence of the Bidders, who choose to attend. Technical Bid of those Bidders only shall be online opened whose documents listed at clause 2.13.2 of the RFQ cum RFP have been physically received. The Employer will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFQ cum RFP.
- (iii) Prior to evaluation of the 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's shall be opened of those only bidders who submitted Original documents 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 the original documents 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 <https://aitl.eproc.in>. The bidders can pay the Registration Charges as applicable and Tender Processing Fees online.

DISCLAIMER

This RFQ cum RFP is not an Agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The information contained in this Request for Qualification cum Request for Proposal document (the "**RFQ cum 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 RFQ cum RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFQ cum RFP. This RFQ cum 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 RFQ cum 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 RFQ cum RFP. The assumptions, assessments, Statements and information contained in the Bidding Documents, especially the Preliminary Design details/ information/Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, Statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

Information provided in this RFQ cum 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 Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, Statement or information contained therein or deemed to form part of this RFQ cum RFP or arising in any way for participation in this 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 RFQ cum 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 RFQ cum RFP. The issue of this RFQ cum RFP does not imply that The Employer is bound

to select a Bidder or to appoint the Selected Bidder JV or Contractor, as the case may be, for the Project and The Employer reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

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

Nothing in this RFQ cum RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.

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

Laws of the Republic of India are applicable to this RFQ cum RFP.

Each Bidder's procurement of this RFQ cum RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFQ cum RFP, the recipient agrees that this RFQ cum RFP and any information herewith supersedes documents(s) or earlier information, if any, in relation to the subject matter hereto.

GLOSSARY

| | |
|---------------------------------------------------------------------|----------------------------------------------|
| Agreement | As defined in Clause 1.1.2 |
| Employer | As defined in Clause 1.1.1 |
| Project | As defined in Clause 1.1.1 |
| Bank Guarantee | As defined in Clause 2.26 |
| Bidders | As defined in Clause 1.2.1 |
| Bidding Documents | As defined in Clause 1.1.7 |
| Bids | As defined in Clause 1.2.2 |
| Bidding Process | As defined in Clause 1.2.1 |
| Bid Security | As defined in Clause 1.2.4 |
| Bid Due Date | As defined in Clause 1.1.7 |
| Bid Price | 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 |
| Construction Period | As defined in Clause 1.2.6 |
| Joint Venture | As defined in Clause 2.2.1 |
| Lowest Bidder | As defined in Clause 1.2.6 |
| LOA | As defined in Clause 2.21.5 |
| Government | Government of India / Govt of Maharashtra |
| Re. or Rs. or INR | Indian Rupee |
| RFQ cum RFP or Request for Qualification & Request for Proposals | As defined in the Disclaimer |

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.

SECTION – 1

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.

Further, Delhi Mumbai Industrial Corridor Development Corporation (DMICDC), a special purpose company incorporated under the Indian Companies Act 1956, with equity from Government of India, Japan Bank of International Cooperation (JBIC) and Government owned institutions to establish, promote and facilitate development of Delhi Mumbai Industrial Corridor Project.

The Delhi Mumbai Industrial Corridor Development Corporation (DMICDC) is intending to develop seven industrial cities/ nodes and Shendra-Bidkin Industrial Area (SBIA), is one of the seven such industrial cities in Maharashtra State at Aurangabad.

A Special purpose vehicle viz “Aurangabad Industrial Township Limited” is formed with the equity participation of Central and State Governments for procurement and construction of trunk infrastructure in Shendra-Bidkin Industrial Area, Aurangabad, Maharashtra State.

It has been decided to undertake the development of Design, Construction & Maintenance of the AURIC HALL Building for Phase - I in Shendra-Bidkin Industrial Area, Aurangabad, Maharashtra State on EPC Basis (Package - IV).

The Shendra-Bidkin Industrial Area (SBIA) is split in two parts with 8.45 sq km located north of Jalna Road adjoining existing MIDC Shendra industrial park, while remaining 75.78 sq km, is on the south west of the city of Aurangabad. Considering the availability of the land, the AITL taken up 8.45 sq.km area in Shendra for development. It intends to implement all Roads, Highway structures, RoBs utility services like water, waste water solid waste, power, ICT and Central Business District (CBD) with in 8.45 sq km of New Shendra area, adjacent to the existing Industrial Area.

The Aurangabad Industrial Township Limited (AITL), (the “Employer”) is engaged in the development of Shendra-Bidkin Industrial Area, Maharashtra State and as part of this endeavor, the Employer has decided to undertake Design, Construction & Maintenance of the AURIC HALL Building for Phase - I in Shendra-Bidkin Industrial Area, Aurangabad on EPC Basis (Package - IV), (the “Project”) in the State of Maharashtra, through Engineering, Procurement under AITL.

The brief particulars of the Project are as follows:

The AURIC Hall Building for AURIC-Shendra has a total Build Up Area of 25084 sq.m to house the administrative functions of AITL and is also expected to function as the Integrated Operations Center for all of AURIC including Shendra and Bidkin Industrial Areas. The AURIC Hall building is a single stand-alone building located in a prominent location in the CBD of the Shendra Industrial Area. (see figure below)

The salient features of the AURIC Hall Building are as follows

- The AURIC Hall building site admeasures 11,335 sq.mts and is located in the North-western part of the CBD campus of AURIC-Shendra. The AURIC Hall site has a 60m Road ROW on the western side and the main access to the building is from the 45m Road ROW on the northern side of the plot. The eastern side of the plot is proposed as an open space and a potential public parking area where as the southern side is bounded by another developable plot.
- The Proposed AURIC Hall building comprises a building of total 8 floors including a lower ground floor, ground and five upper floors and a terrace floor. The building has a north south orientation with the main entrance facing north towards the natural open space and water body located across the 45m wide ROW. Designed as a Grade A office building, the floor to floor heights in the building are 4.2 meters.
- Floor wise general activity distribution of AURIC Hall:
 Lower Ground floor: Parking, underground water tanks, building STP, Electrical and mechanical utility rooms, Drivers Restrooms and facilities, gas bank and back-of-house service areas.
 Ground floor: Main Atrium, Entrance & Waiting lobby, display area, cafeteria and kitchen, auditorium, Bank, Space for AITL's office spaces including for the marketing team & meeting rooms, a stand-alone conference center, leased office spaces for functions like the registrar & sub-registrar office, Citizen Facility Center, Pharmacy, and such other uses and the AURIC's Integrated Operations Center
 1st Floor, 2nd Floor, 3rd Floor, 4th Floor: Leased office floors to be developed as a warm shell space with finished toilet blocks, pantry and related common facilities.
 5th Floor: Offices of AITL including space for senior management offices, Engineering and allied staff, consultants' offices and viewing gallery
 Terrace: Building Utility spaces, water tanks, Lift Machine Room, solar panels, viewing area etc.
- AURIC Hall is intended to be a building that also provides for all elements essential to a sustainable design, such as solar lighting and solar power for renewable energy, an STP, the recycled water being used for landscaping, a Building Management System and several other features that will enable the building to achieve IGBC Gold Rating or GRIHA 4 star rating for sustainable development.

A Schematic Plan of AURIC Hall building as Figure-1



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.

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 a 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 is to be as per clause 1.1.3.

1.1.3 The scope of work will broadly include Survey, Investigations, Design, Obtaining necessary Permits and Approvals prior to construction and requisite permissions for complete occupancy of the building, Construction & Maintenance of the AURIC Hall Building in AURIC Shendra Industrial Area, Aurangabad, Maharashtra State on EPC Basis (Package - IV), including testing and maintenance of the Project during the Defects Liability Period, which is 2 (Two) years from the date of the Completion of the Project.

Additionally, the scope of work includes design and execution of interiors of the building for areas to be developed for and occupied by AURIC staff on the Ground Floor and Fifth floor of the building measuring approximately 4930 sq.mts. and includes the functional requirements for these floors as stated above. However, the execution of Interiors cost shall not be quoted as part of the price submission. The price of the execution of interiors will be decided by the Employer on the item basis following due process of rate analysis after approval by the Employer of Designs and Specifications submitted by the EPC Contractor.

- 1.1.4 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 work and obligations.
- 1.1.5 The statements and explanations contained in this RFQ cum RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the scope of work 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 RFQ cum RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum 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.
- 1.1.6 The Employer shall receive BIDs pursuant to this RFQ cum RFP in accordance with the terms set forth in this RFP and other documents to be provided by The Employer pursuant to this RFQ cum RFP, as modified, altered, amended and clarified from time to time by the Employer (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 RFQ cum 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 50,000 (Rupees Fifty Thousand only)** including Applicable Service Tax 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 as per the eligibility and qualifications requirements set forth in the RFQ cum RFP.

GOI has issued guidelines (see Appendix-V of RFQ cum RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. The 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-I.

- 1.2.2 In the BID Stage, the aforesaid qualified Applicants, including their successors (the "**Bidders**"), are being called upon to submit their Financial offers (the "**BIDs**") in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 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 Drawings") will also be provided to the Bidders. The aforesaid documents and

any addenda issued subsequent to this RFQ cum 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 of **Rs. 1,25,00,000/-** (the "**BID Security**"), refundable after signing of contract with successful bidder or after 180 days from Bid Due Date whichever is earlier. In the case of the Selected Bidder, the BID Security shall be retained till the bidder has provided a Performance Security under the Agreement. The Bidders will have to provide BID Security in the form of a 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 240 (Two hundred and forty) 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.

Bank Details of Employer (Aurangabad Industrial Township Limited (AITL) required for Bid Security Bank Guarantee:

Beneficiary Name - Aurangabad Industrial Township Limited
 Address - Udyog Sarathi, MIDC Office, Andheri (E), Mumbai - 93
 Name of the Bank - ICICI Bank Ltd.
 Branch address - MIDC, Andheri (E)
 Type of Account - Current Account
 Account No - 054405007224
 IFSC Code - ICIC0000544

- 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 are invited for the Project on the basis of the lowest quoted price 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 "**Defects Liability Period**") shall be pre-determined, and is as specified in the draft Agreement forming part of the Bidding Documents.

In this RFQ cum RFP, the term "**Lowest Bidder**" shall mean the bidder who is quoting the lowest Bid price.

- 1.2.7 Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFQ cum 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 RFQ cum RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3

below. The envelopes/communication shall clearly bear the following identification/Title: **"Queries/Request for Additional Information: RFQ cum RFP for Design, Construction & Maintenance of the AURIC HALL Building for Phase - I in Shendra-Bidkin Industrial Area (SBIA), Aurangabad on EPC Basis (Package - IV)**

1.3 Schedule of Bidding Process

The Employer shall endeavor to adhere to the following schedule:

| Sl. No. | Event Description | Date |
|----------------|------------------------------------------------|------------------------------|
| 1. | Date of availability of RFQ cum RFP | September 19, 2016 |
| 2. | Last date for receiving queries | September 26, 2016 |
| 3. | Pre-BID meeting | September 28, 2016, 1100 Hrs |
| 4. | THE Employer response to queries latest by | September 30, 2016 |
| 5. | BID Due Date (BDD) | October 17, 2016 at 1500 Hrs |
| 6. | Physical submission of bid security/ POA/etc., | October 17, 2016 at 1500 Hrs |
| 7. | Opening of Technical Bids | October 17, 2016 at 1630 Hrs |
| 8. | Declaration of eligible/ qualified Bidder | Within 24 Days from BDD |
| 9. | Opening of Financial Bid | Within 27 Days from BDD |
| 10. | Letter of Award (LOA) | Within 30 Days from BDD |
| 11. | Validity of the Bid | 180 days of Bid Due Date |
| 12. | Signing of Contract | Within 30 days of LOA |

SECTION 2.

INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

- 2.1.1 The Employer intends to receive Bids for Selection of experienced and capable Contractor for the **Design, Construction and Maintenance of the AURIC HALL Building for Phase-I in Shendra-Bidkin Industrial Area, Aurangabad, Maharashtra state on EPC Basis**

2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders and their qualification, 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 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. Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) 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. 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 of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture 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 of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member 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 of its Joint Venture Member 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 RFQ cum 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.
- (f) Other eligibility conditions shall include:

Bidder shall also fulfill the eligibility criteria such that their available bid capacity is more than **Rs. 125 Crores**. 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 of Projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) 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 the table below) of existing commitments and ongoing works to be completed during the next 2 Years i.e. period of completion of works for which BID is invited exiting commitments and ongoing works to be completed years

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 Engineer in the charge, not below the rank of an Executive Engineer or equivalent. Also such list of ongoing works including agreement values and balance works shall be declared on non-judicial stamp paper of worth INR 100/- and notarized.

§: The following enhancement factor shall be applies 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 (Year of Inviting tenders) | 2016-2017 | 1.0 |
| -1 | 2015-2016 | 1.1 |
| -2 | 2014-2015 | 1.21 |
| -3 | 2013-2014 | 1.33 |
| -4 | 2012-2013 | 1.46 |
| -5 | 2011-2012 | 1.61 |

If the Bidder 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 fulfill 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), or has undertaken construction works by itself, such that the sum total thereof is more than [Rs.250 Crores. (Rs. Two hundred and Fifty Crores)] (the “Threshold Technical Capacity”).
- (ii) Provided that atleast one project of Rs. 75 Crores shall be completed from Category One in Design & Build / EPC mode / Item Rate with IGBC Gold certification or GRIHA 4 Star certification for the building with a built-up area of more than 15000 Sq.m which includes all types of Civil works, Structural works & MEP works such as

Escalators, elevators, Internal & External electrical works, diesel generators, Heating Ventilating & Air Conditioning works (HVAC), Water supply & Sanitary works, firefighting, Fire Alarm system, water treatment plant, sewage treatment plant, compost plant, solid waste management, Public Addressing system, CCTV, Building Management System and trunk infrastructure works like Site levelling, Internal roads, Water supply, Sewerage system, Storm water drains, Rain water harvesting, Water reservoir, Water pump house, Utility building, Information & Communication Centre, Compound wall required for the project.

Note: Bidder shall submit the Completion Certificate from the Client as proof of completion.

- (iii) Engineering capacity: The Bidder must have minimum 50 Engineers on their Payroll and must have the expertise having relevant experience in Design and Construction of similar Projects,

(B) Financial Capacity:

- a. **Construction turn over: The bidder shall have** Minimum average annual turnover of 125 Crores from construction works with in last three financial years immediately preceding the Bid Due Date.
- b. (i) **Net Worth:** The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of [Rs.30 Crore. (Rs Thirty Crore Only)] at the close of the preceding financial year.
 - (ii) The Bidder (any member of the JV/consortium) should be financially sound and should not have applied for corporate Debt Restructuring (CDR) during last 5 (five) years.
 - (iii) Liquid assets and/or credit facilities of not less than 50 Crores.

All the above should be certified by the statutory Auditor of the company.

2.2.3 In case of a Joint Venture (not exceeding 2 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), (iii) & (B) and other JV member shall meet at least 25% requirement of Technical and Financial capacity as per Clause 2.2.2 (A)(i), (iii) & (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 the Lead member of the JV.

- 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 auditors 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 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 RFQ cum 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 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 favour 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 2 (two) including lead partner;
 - (b) subject to the provisions of clause (a) above, the Bid should contain the information required for 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) (i), (iii)& (B) and shall meet the requirement as per Clause 2.2.2 A (ii). 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 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;
 - (d) 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;
 - (e) the Lead Member shall itself undertake and perform at least 50 (Fifty) percent scope of the proposed project.

- (f) 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 the Bid, shall, inter alia:
 - (i) Convey the commitment(s) of the Lead Member in accordance with this RFQ cum 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, member;
 - (iii) Commit the approximate share of work to be undertaken by member of joint venture;
 - (iv) Include a Statement to the effect that all members of the Joint Venture shall be jointly and severally liable 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
 - (g) Except as provided under this RFQ cum 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 of the Joint Venture 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 of the Joint Venture shall provide details of all their on-going projects along with stage of litigation, or Arbitration cases if so, against the Employer / Governments.
- 2.2.8.2 The Bidder including any member of the Joint Venture 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 be applicable 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, 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 person's 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 Bid 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

2.5.1 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 a BID, the Bidder has:

- (a) Made a complete and careful examination of the Bidding Documents;
- (b) Received all relevant information requested from the Employer;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the EMPLOYER relating to any of the matters referred to in Clause 2.5 above.
- (d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

- (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Employer, or a ground for termination of the Agreement by the Contractor;
- (f) Acknowledged that it does not have a Conflict of Interest; and
- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 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 RFP, RFQ, the Bidding Documents or 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 RFQ cum 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 RFQ cum 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 and Member of the 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 RFQ cum 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 Agreement or after its execution and during the period of defects liability, subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the

Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable for termination, by a communication in writing by the Employer to the Selected Bidder or the Contractor, as the case may be, without the Employer being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Employer shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and/ or the Agreement, or otherwise.

- 2.7.4 The Employer reserves the right to verify all Statements, information and documents submitted by the Bidder in response to the RFQ cum 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 RFQ cum RFP

- 2.8.1 This RFQ cum RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Part-1 Invitation for Qualifications

Section 1. Introduction
 Section 2. Instructions to Bidders
 Section 3. Evaluation of BIDs
 Section 4. Fraud and Corrupt Practices
 Section 5. Pre-BID Conference
 Section 6. Miscellaneous

Appendices

Appendix I (A) Letter comprising the Technical BID
 (B) Letter comprising the financial BID
 Appendix II Power of attorney for signing the bid
 Appendix III Power of Attorney for Lead Member of Joint Venture
 Appendix IV Format for Joint Bidding Agreement for Joint Venture
 Appendix V Guidelines of the Department of Disinvestment
 Appendix VI Bank guarantee for Bid security

Part-II: Draft EPC agreement with schedules

Part- III: Preliminary Design Drawings.

- 2.8.2 The Draft EPC Agreement provided by the Employer as part of the Bid Document shall be deemed to be part of this RFQ cum RFP

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFQ cum 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 on or before the date mentioned in the Schedule of Bidding Process specified 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 or e-mail. The Employer will forward all the queries and its responses thereto, to all Bidders 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 Bidding Documents. Verbal clarifications and information given by The Employer or its employees or representatives shall not in any way or manner be binding on the Employer.

2.10 Amendment of RFQ cum RFP

- 2.10.1 At any time prior to the BID Due Date, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, the employer may modify the RFQ cum RFP by the issuance of Addenda.
- 2.10.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 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^s

\$ While extending the BID Due Date on account of an addendum, the Employer shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the BID Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided

C. PREPARATION AND SUBMISSION OF BIDS

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 RFQ cum RFP. The Employer will evaluate only those BIDS that are received online in the required formats and complete in all respects and Bid Security, processing fee, POA and Joint bidding Agreement are received in hard copies. Incomplete and/or conditional Bids shall be liable to rejection

2.12.2 Deleted.

2.12.3 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any of their amendments made to the BID shall be initialed by the person(s) signing the BID.

2.13 Sealing, Marking and submission of BIDs

2.13.1 The Bidder shall submit the Technical and 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, Annexure- A and supporting certificates/documents including information requested in clause 2.2.2 (iii) & (iv);
- (b) Power of Attorney for signing the BID as per the format at Appendix-II;
- (c) If applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-III;
- (d) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-IV
- (e) BID Security of Rs 1,25,00,000/-. (Rs One Crore twenty-five lakhs only) in the form of Bank Guarantee in the format at Appendix-VI from the Scheduled Bank;

- (f) Cost of tender processing fee of Rs 50,000 /- (Rupees Fifty Thousand only.) to be paid through online only on AITL's website.

Financial Bid

- (a) Appendix-1B (Letter comprising the Financial Bid).

2.13.2 The documents supporting the BID shall be submitted (physically in a separate envelope marked as "Enclosures of the BID". The documents shall include:

- (a) Original Power of Attorney for signing the BIS as per format at Appendix-II
- (b) if applicable, original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-III
- (c) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-IV
- (d) BID Security of Rs 1,25,00,000 /-. (Rs. One Crore twenty five lakhs only) in the form of Original Bank Guarantee in the format at Appendix-VI from a Scheduled bank

Each of the envelopes shall clearly bear the following identification:

“Application for Qualification: Design and Build the AURIC HALL Building for Shendra-Bidkin Industrial Area, Maharashtra State on EPC Basis Package-IV”.

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 AITL

ATTN. OF:

DESIGNATION: Jt. CEO (MIDC) & Managing Director (AITL)

ADDRESS: Udyog Sarathi, DMIC cell, MIDC office,

Marol Industrial Area, Mumbai- 400093

E-MAIL ADDRESS: jtceodmic@midcindia.org, vikramkumar@midcindia.org

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 submitted 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 RFQ cum 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 RFQ cum RFP shall be physically submitted on or before 1500 hours IST on the Bid Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in RFQ cum 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/ Enclosures of the BID received physically 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 BID after submission, provided that written notice of modification, substitution or withdrawal is received by the Employer prior to BID Due Date. No BID shall 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 reasons, 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 1630 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 RFQ cum 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.
- 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 authorised 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 RFQ cum RFP;
- (f) it contains information in formats same as those specified in this RFQ cum RFP;
- (g) it contains certificates from its statutory auditors² in the formats specified at Appendix-IA of the RFQ cum RFP for each Eligible Project;
- (h) it contains online payment receipt of Rs. 50,000/- as RFQ cum RFP processing fee and Original Bank Guarantee of Bid Security as per clause 1.2.4;
- (i) it is accompanied by the Jt. Bidding Agreement (for Joint Venture), specific to the Project, as stipulated in Clause 2.2.6 (f);
- (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.

E. QUALIFICATION OF BIDDING

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 ask the tie bidders to submit the revised financial bid.
- 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 Highest 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.

2.25 Other Conditions

- 2.25.1 A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a lead 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.
- 2.25.2 Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the draft EPC contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the EPC Contract.
- 2.25.3 The Bidding Documents including this RFQ cum RFP and all attached documents are and shall remain the property of the Employer and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Employer will not return any Bid or any information provided along therewith.
- 2.25.4 This RFQ cum RFP is not transferable
- 2.25.5 Any award of concession pursuant to this RFQ cum RFP shall be subject to the terms of Bidding Documents.

F. BID SECURITY**2.26 Bid Security**

- 2.26.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.4 hereinabove in the form of an irrevocable and unconditional bank guarantee issued by a Nationalized Bank, or a Scheduled Bank in India, in favour of the Employer in the format at Appendix-VI (the “Bank Guarantee”) and having a validity period of not less than 240 days from the Bid Due Date, inclusive of a claim period of 60 (Sixty) days, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.26.2 Deleted.
- 2.26.3 Any Bid not accompanied by the Bid Security shall be rejected by the Employer as non-responsive.
- 2.26.4 The Bid Security of unsuccessful Bidders will be returned by the Employer, without any interest, as promptly as possible on acceptance of the Bid of the selected bidder or when the bidding process is cancelled by the Employer. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may be specific instructions in writing to the Employer give the name and address of the person in whose favour the said Demand Draft shall be drawn by the Employer for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.26.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the bidder signing the EPC Contract and furnishing the Performance Security in accordance with the provisions thereof.
- 2.26.6 The Employer shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.26.7 herein below. The Bidder by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Employer will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFQ cum RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.26.7 The Bid Security shall be forfeited and appropriated by the Employer as damages payable to the Employer for, inter alia, time, cost and effort of the Employer without prejudice to any other right or remedy that may be available to the Employer under the bidding documents and/or under the Agreement or otherwise, under the following conditions:
- (a) If a Bidder submits a non-responsive Bid;
 - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFQ cum RFP;

- (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFQ cum RFP and as extended by mutual consent of the respective Bidders and the Employer;
- (d) In the case of Selected Bidder, if it fails within the specified time limit
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the EPC Contract; or
 - (iii) to furnish the Performance Security within the period prescribed therefor in the EPC contract; or
- (e) In case the Selected Bidder, having signed the EPC Contract, commits any breach thereof prior to furnishing the Performance Security.

Section 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: Project experience on Eligible Projects in Public building, Commercial buildings, Shopping Malls and IT parks that qualify under Clause 3.2.3

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

For the purpose of this RFQ cum RFP:

- 1) Core sector would be deemed to include airports terminal Buildings, Residential buildings, Metro rail stations, IT parks/ Estates.

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, for evaluation as per requirement of Clause 2.2.2 A (i), the Bidder should have received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the amounts (gross) actually received, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipt 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 alone except when such goods or equipment form part of turn-key construction contract/EPC contract for the project. Further, the cost of land shall not be included hereunder. For a project to qualify as an eligible project under category 1 for evaluation as per the

requirement of clause 2.2.2 A (ii) the Lead Member shall furnish a completion certificate from the Client.

- 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)(i), 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

| Category | Factor |
|-----------------|---------------|
| 1 | 1 |
| 2 | 0.75 |

- 3.2.6 The Experience Score determined in accordance with Clause 3.2.5 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 5 (five) financial years immediately preceding the Bid Due Date.
- 3.3.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure-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 Annexure-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 the 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 fulfil the conditions of eligibility specified in Clause 2.2.2 and meet the other conditions specified in this RFQ cum RFP shall be qualified.
- 3.5.2 The Bidders meeting the qualification requirements as per this RFQ cum 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.

SECTION – 4

4. Fraud and Corrupt Practices

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Employer may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or the Contractor, as the case may be, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Employer shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Employer under Clause 4.1 hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, 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, or after the issue of the LOA or the execution of the Agreement, such Bidder or Contractor 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, or Contractor, as the case may be, 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 practices, as the case may be.
- 4.3 For the purposes of this Section 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 Agreement 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 Clause 2.2.1 of this RFQ cum RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, 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;
- (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION – 5**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 Bidder shall be allowed to participate on production of the Employer letter from the Bidder.

- 5.2 During the course of Pre-Bid conference(s), 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.

SECTION – 6**6. Miscellaneous**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai 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) Retain any information and/ or evidence submitted to the Employer by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 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

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Sub: Application for Technical Bid for **Design, Construction & Maintenance of the AURIC HALL Building for Phase - I in Shendra-Bidkin Industrial Area, Aurangabad on EPC Basis (Package - IV)**

Dear Sir,

With reference to your RFQ cum 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 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 RFQ cum 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 RFQ cum 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 RFQ cum RFP document, 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 RFQ cum 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 RFQ cum 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 RFQ cum 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 RFQ cum 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 RFQ cum 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 RFQ cum RFP, are also enclosed.
18. We certify that the {Bidder} is an existing Company incorporated under the Indian Companies Act, 1956.
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 RFQ cum RFP, have been submitted in separate files.
21. We offer a BID Security of Rs.***** (Rupees ***** only) to the Employer in accordance with the RFQ cum 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 RFQ cum RFP document.
24. We certify that in terms of the RFQ cum 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.
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 180 (one hundred and Eighty) days from the BID Due Date specified in the RFQ cum RFP.

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

Yours faithfully,

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

Date: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable,

Appendix IA - 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

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) Telephone 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(f) should be attached to the Bid.
 - c) Information regarding the role of each Member should be provided as per table below:

| S No | Name of Member | Role* {Refer Clause 2.2.6(c)} \$ | Share of work in the Project {Refer Clauses 2.2.6(a), & (e) & (g)} |
|------|----------------|-------------------------------------|-----------------------------------------------------------------------|
| 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 penalised due to any other reason in relation to execution of a contract, in the last three years? | | |
| 4 | Has the bidder/ Constituent of the JV has applied for CDR during the last 5 financial years. | | |

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 | 1st Last year | 2nd last year | 3rd 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 Authority / 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 Authority / Government on the Bidder including any of its Joint Venture member. | | | |

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):

**Appendix IA - ANNEX-II
Technical Capacity of the Bidder[@]**

(Refer to Clauses 2.2.2(A) (i), 2.3, 3.2 and 3.3 of the RFQ cum 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) | (5) |
| 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.

* 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** (.....) 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 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-III
Financial Capacity of the bidder
(Refer to clause 2.2.2(B), 2.2.4(ii) and 3.4 of the RFQ cum RFP)

| Bidder type | Net Cash Accruals | | | | | Net Worth [£] |
|----------------------------------------------------------------------------------|-------------------|---------------|---------------|---------------|---------------|------------------------|
| | Year 1 (2) | Year 2 (3) | Year 3 (4) | Year 4 (5) | Year 5 (6) | Year 1 (7) |
| (1) | | | | | | |
| 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.

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 (f) of the RFQ cum 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 RFQ cum RFP document.

Appendix IA - ANNEX-IV
Details of Eligible Projects

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

Project Code:**Entity: Self/Members:**

| Item (1) | Refer Instruction (2) | Particulars of the Project (3) |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------|
| Title & nature of the project | 4 | |
| Category | 5 | |
| Year-wise (a) payments received for construction, and/or (b) revenues appropriated for self-construction under eligible 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. Applicants 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 RFQ cum RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
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 RFQ cum 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-I. The figures to be provided here should indicate the break-up for the past 5 (five) 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 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 (i.e. concession grantor, counter party to concession, etc.) may be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3.
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, 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 Applicant's statutory auditor^s 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 Applicant may provide the requisite certification.
12. If the Applicant is claiming experience under Categories 1 & 2^t, it should provide a certificate from its statutory auditor in the format below:

-

| Certificate from the Statutory Auditor/client regarding construction of works @ |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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 the project) for(nature of the project)}.The construction of the project commenced on(date, if any).It is certified that bidder received payments for 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 clause 3.2.1 and 3.2.3 of the RFQ cum RFP, during the past five financial years as per year-wise details noted below .</p> <p>.....</p> <p>.....</p> <p>It is further certified that the receipt indicated above are restricted to the share of the Bidder who under took 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>-----</p> <p>-----</p> <p>Name of the Audit Firm</p> <p>Seal of the audit firm: (Signature, name and designation of the authorized signatory</p> <p>Date:</p> |

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

€ Refer Clause 3.2.1 and 3.2.3 of the RFQ cum 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

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.⁶
14. The Bidder should submit a certificate obtained from the statutory Auditor of the company regarding the financial capacity in accordance with clause 2.2.2 (B) of RFQ cum RFP document as under.

| Certificate from the Statutory Auditor regarding Financial Capacity |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Based on its books of accounts and other published information authenticated by it, this is to certify that (Name of the Bidder)</p> <ol style="list-style-type: none"> i. has Average Annual Turnover of Rs..... Crore. (Rs. Only)] from Construction works within last three financial years immediately preceding the Bid Due Date. ii. has Net Worth of Rs..... Crore. (Rs. Only)] at the close of the preceding financial year, iii. is financially sound and has not applied for corporate Debt Restructuring (CDR) during last 5(five) years, iv. has Liquid assets of Rs. ----- and /or credit facilities of Rs. ----- Crores (not less than 50 Crores). <p>----- -----</p> <p>Name of the Audit Firm Seal of the Audit Firm: (Signature, name and designation of the authorized signatory) Date:</p> |

⁶Refer Clause 3.2.5 of the RFP cum RFQ.

Appendix IA - 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 RFQ cum 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 RFQ cum 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:

| S.No | Year | Value of Civil Engineering Works undertaken w.r.t Projects (Rs. in Crores) |
|------|---------------|----------------------------------------------------------------------------|
| 1 | 2015-16/2015 | |
| 2 | 2014-15/ 2014 | |
| 3 | 2013-14/ 2013 | |
| 4 | 2012-13/ 2012 | |
| 5 | 2011-12/ 2011 | |

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

.....

For and 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 | % 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 2016-17 price level |
|---------|-----------------------|---------------------------------------------|-------------------------------------------------------|-----------------------------------------|-------------------------|---------------------------------------|--------------------------------|----------------------------------------------|
| | | | | Rs. in Crore | Rs. in Crore | Rs. in Crore | | Rs. in Crore |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9(3x7x#) |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Updation factor as given below:

| For Year | F.Y / Calendar Year | Updation Factor |
|----------|---------------------|-----------------|
| Base | 2016-17/2016 | 1.00 |
| -1 | 2015-16/2015 | 1.10 |
| -2 | 2014-15/2014 | 1.21 |
| -3 | 2013-14/2013 | 1.33 |
| -4 | 2012-13/2012 | 1.46 |
| -5 | 2011-12/2011 | 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.

| | |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>..... Signature, name and designation of Authorised Signatory</p> <p>For and on behalf of (Name of the Applicant)</p> | <p>..... Name of the Statutory Auditor's firm; Seal of the audit firm:(Signature, name and designation and Membership No. of authorised signatory</p> |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

Sub: Financial BID for **Design, Construction & Maintenance of AURIC HALL Building Phase - I in Shendra-Bidkin Industrial Area, Aurangabad on EPC Basis (Package – IV)**

Dated:

Dear Sir,

With reference to your RFQ cum 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.

1. 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.
2. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions Stated in the RFQ cum RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
3. 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.
4. 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.
5. I /We shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the RFQ cum RFP.
6. 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: (Signature, name and designation of the Place: 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 to submission of our BID for the ***** Project proposed or being developed by the ***** (the "**THE Employer**") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID 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 agreement 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 entering into of the EPC Agreement with the Employer.

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 2015

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2. Accepted

(Signature)

(Name, Title and Address of the Attorney)
identified by me/ personally appeared before me/

(Notarized) Person

Seal of the Notary Registration No. of the Notary

Date:

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 legalized by the Indian Embassy and notarized 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 legalized 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 prequalified applicants 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 (RFQ) and Request for Proposal (RFP) and other BID documents including agreement 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 the 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 pre-qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID 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 in all respect Project and/ or upon award thereof till the EPC Agreement is entered into with the Employer & Compelled. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our 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 2015

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.*
- *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 legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille 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} 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} 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} 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 & Request for Proposal No. dated..... (the “**RFQ cum 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 RFQ cum RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ cum 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 capitalized 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 RFQ cum 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 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) percent 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 SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD MEMBER by:

SECOND PART

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

(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 –V**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 authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concern would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their 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 SPV, Aurangabad Industrial Township Limited (AITL), represented by **Managing Director** having its office at **Mumbai**, (hereinafter referred to as the "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 **Design, Construction & Maintenance of the AURIC HALL Building for Phase - I in Shendra-Bidkin Industrial Area, Aurangabad on EPC Basis (Package - IV), Maharashtra State** Project (hereinafter referred to as "the Project") pursuant to the RFQ cum 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 RFQ cum 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 RFQ cum 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 fulfill 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 fulfillment 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 fulfill 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.....
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 fulfillment 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 THE Employer.
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 unrealized.
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.....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 240 days after the BID Due Date)]

Signed and Delivered by.....Bank

By the hand of Mr. /Ms , it’s an authorized Official.

(Signature of the Authorized Signatory)

(Official-Seal)