

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

**for**

**Investigation, Survey, Detailed Design, Construction, Testing  
and Commissioning of Infrastructure Works for Roads,  
Storm Water Drains, Water Supply, Sewerage and Utility  
Ducts in E10, E14 and N16 Roads on EPC Basis in AP New  
Capital, Amaravati (Package - VIII)**

**August 2017**

**Chairperson and Managing Director**  
Amaravati Development Corporation Limited  
#20-4-15, Plot-1G, Anand Heights, Kedareshwarapet,  
Vijayawada-520003

**Amaravati Development Corporation Limited**  
**Plot-1G, Anand Heights, Kedareshwarapet, Vijayawada-520003 (A.P.)**

**(Two-Envelope Bidding Process with e-Procurement)**

1.	Department	:	Amaravati Development Corporation Limited , Vijayawada
2.	Tender Number	:	NIT No: 10/CE/ADC/ENG/2017-18
3.	Tender Subject	:	Investigation, Detailed Design, Construction, Testing and Commissioning of Infrastructure Works for Roads, Storm Water Drains, Water Supply, Sewerage and Utility Ducts in E10, E14 and N16 (Package VIII) Roads on EPC Basis in AP New Capital, Amaravati (Package VIII)
4.	Estimated Contract Value/IBM	:	<b>435.20 Crore</b>
5.	Period of Contract	:	12 Months
6.	Form of Contract	:	EPC
7.	Tender Category	:	Works
8.	Authority	:	CMD, CCDMC, Vijayawada
9.	Bid Security	:	1% of Estimated Contract Value
10.	Bid Security payable to	:	Online Payment/B.G. in favour of the CMD, ADCL, Vijayawada
11.	Tender Document Fee	:	Rs. 25,000 + GST (18%)
12.	Tender Document fee payable to	:	Online Payment
13.	Notice Inviting Tender (NIT)	:	21.08.2017
14.	Schedule download start Date & time	:	24.08.2017 11.00 AM
15.	Pre-Bid Meeting Date, Time and Place	:	31.08.2017, 1100+ Hrs Chief Engineer, CCDMC/ADC, 20-4-15, Plot No.1G, Anand Heights, Kedareshwarapet, Vijayawada-520003.
16.	Schedule download closing Date & time	:	11.09.2017, 15:00 Hrs
17.	Bid Due Date	:	11.09.2017, 15:30 Hrs

18.	Technical Bid Opening Date	:	11.09.2017, 16:00 Hrs
19.	Financial bid opening Date & time	:	15.09.2017, 16:00 Hrs (tentative)
20.	Place of Tender opening	:	Chief Engineer, ADCL, Vijayawada
21.	Officer Inviting bids	:	Chief Engineer, ADCL, Vijayawada
22.	Address	:	Chief Engineer, ADCL, 20-4-15, Plot No.1G, Anand Heights, Kedareswarapet, Vijayawada-520003. Andhra Pradesh. India.
23.	Contact Details	:	email : <a href="mailto:ganeshbabu.adc@ap.gov.in">ganeshbabu.adc@ap.gov.in</a>

# Amaravati Development Corporation Limited

Plot-1G, Anand Heights, Kedareshwarapet, Vijayawada-520003 (A.P.)

## Notice Inviting RFQ cum RFP

Dated August 21, 2017

Package No. VIII : “Investigation, Survey, Detailed Design, Construction, Testing, Commissioning of Infrastructure Works for Roads, Storm Water Drains, Water Supply, Sewerage, Power Ducts in E10, E14 and N16 Roads on EPC Basis in AP New Capital, Amaravati (Package - VIII)”

The Government of Andhra Pradesh through MA&UD (CRDA.2) represented by Chairperson &MD, Amaravati Development Corporation Ltd., #20-4-15, Plot-1G, Anand Heights, Kedareshwarapet, Vijayawada – 520003 (A.P.) is engaged in the development of AP New Capital City, Amaravati and as part of this endeavour, it has been decided to undertake Investigation, Survey, Detailed Design, Construction, Testing, Commissioning of Infrastructure Works for Roads, Storm Water Drains, Water Supply, Sewerage, Power Ducts in E10, E14 and N16 Roads on EPC Basis in AP New Capital, Amaravati (Package - VIII) through an Engineering, Procurement and Construction (EPC) Contract.

Amaravati Development Corporation Limited represented by its C&MD/Chief Engineer now invites bids from eligible contractors for the following project:

State	Name of Work	Completion period
Andhra Pradesh	Investigation, Survey, Detailed Design, Construction, Testing, Commissioning of Infrastructure Works for Roads, Storm Water Drains, Water Supply, Sewerage and Utility Ducts in E10, E14 and N16 Roads on EPC Basis in AP New Capital, Amaravati (Package - VIII)	365 days from the date of Signing of Agreement

The complete BID document can be viewed / downloaded from AP e-procurement portal <http://www.apecurement.gov.in/> from 24.08.2017 to 11.09.2017 (upto 15.30 Hrs. IST). Bid must be submitted online only at <http://www.apecurement.gov.in/> on or before (upto 11.09.2017 hours 13.30 IST). Bids received online shall be opened on 11.09.2017 (at 16.30 hours IST).

Bid through any other mode shall not be entertained. However, Bid Security, document fee, Power of Attorney and Joint Bidding Agreement etc. shall be submitted physically by the Bidder on or before 11.09.2017 (at 15.30 hours IST), Please note that the ADCL / Authority reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

**Chief Engineer**

O/o Chairperson & Managing Director  
Amaravati Development Corporation Ltd.

## Instructions to Bidders for e-Tendering

- a) Tenders for the work mentioned above are invited from the Contractors/Contracting firms registered with Government of Andhra Pradesh.
- b) The bidders may contact the Chief Engineer, ADCL for any information on the tender and 'e'-procurement.
- c) Contractors /Contracting firms registered with Government of AP, with Valid Registrations in terms of the following GO's, are only eligible to tender for the above work:
  - i. GO Ms No.178, I&CAD[PW-Cod]Dept., dt.27.09.1997
  - ii. GO Ms No.8, T.R&B [R1] Dept., dt.08.01.2003
  - iii. GO MS No-22 T.R&B (B-III) Dept., dated; 06.02.1998
  - iv. GO Ms No.94, I&CAD[PW-Cod]Dept., dt.01.07.2003
  - v. G.O.MS NO: 132, T, R&B DATED 11-8-1998
  - vi. G.O.MS NO: 242, T, R&B DATED 25-04-2016
  - vii. GO MS NO. 372; DT. 28.09.2012 OF MA&UD (K1) DEPARTMENT
- d) The bidders need to register on the electronic procurement market place of Government of A.P., that is, [www.apeprocmnt.gov.in](http://www.apeprocmnt.gov.in) On registration on the "e" procurement market place they will be provided with a user ID and password by the system using which they can submit their bids on line.
- e) While registering on the AP e-procurement market place, bidders need to scan and upload the required documents as per the tender requirements on to their profile.
- f) The AP e-procurement market place provides an online self-service registration facility to such of the contractors who are already registered with respective participating department for supply of specified goods and services.
- g) Submission of original Hard Copies of the uploaded scan copies of online payment / BG towards Bid security by the participating bidders to the tender inviting authority on or before date as mentioned in the NIT.
- h) For registration and online bid submission bidders may contact HELP DESK of

M/S Vupadhi Techno Services Pvt. Ltd, [www.apecurement.gov.in](http://www.apecurement.gov.in) or <https://tender.apecurement.gov.in>

- i) Digital Certificate Authentication: The Bidder shall authenticate the Bid with his Digital Certificate for submitting the Bid electronically on AP e-Procurement platform and the bids not authenticated by digital certificate of the Bidder will not be accepted on ape-procurement platform. All the Bidders need to obtain Digital Certificate from APTS. For obtaining Digital Signature Certificate, please contact:

Andhra Pradesh Technology Services Limited

BRKKR Bhavan, B-Block

Tank Bund Road

Hyderabad-5000022

Phone: +91-40-23220305

Fax:+91-40-23228057

- j) All the bidders shall invariably upload the scanned copies of online payment / BG in AP e-Procurement system and this will be the primary requirement to consider the bid as responsive.
- k) ADCL shall carry out the financial and technical bid evaluation solely based on the Uploaded Certificates / documents, BG towards Bid security in the ape-procurement System and open the Price bids of the responsive bidders.
- l) ADCL will notify the successful bidder for submission of original hard copies of all Uploaded documents, BG towards EMD prior to entering into Agreement.
- m) The successful bidder shall invariably furnish the original BG towards EMD, certificates / documents of the uploaded scanned copies to the Tender Inviting Authority before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The ADCL will not take any responsibility for any delay in receipt / non-receipt of original BG towards EMD, certificates / documents from the successful bidder before the stipulated time.
- n) On receipt of documents, the ADCL shall ensure the genuinity of the BG towards EMD and all other certificates/ documents uploaded by the bidder in ape-procurement system in support of the qualification criteria before concluding the agreement.

- o) If any successful bidder fails to submit the original hard copies of uploaded certificates / documents, BG towards Bid security within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on ape-procurement platform for a period of 12 months.
- p) Corpus Fund: The successful bidder should pay an amount 0.04% of Estimated Contract Value (ECV) with a cap of Rs. 10,000 (Rupees Ten thousand only) for all works with ECV up to Rs.50 Crores, and Rs. 25,000/- (Rupees Twenty-five thousand only) for works with ECV above Rs.50 Crores, from successful bidders on ape-Procurement platform before entering into agreement / issue of purchase orders, towards e-Procurement fund in favour of Managing Director, APTS. There shall not be any charge towards AP e-Procurement fund in case of works, goods and services with ECV less than and up to Rs.10 lakhs.
- q) The ape-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the tender Inviting Authority in the system. Besides this, the ADCL shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the ape-procurement platform website.
- r) The tenderer shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the Bid security, criminal action will be initiated including suspension of business.
- s) The Government as further decided that notwithstanding any existing provisions of the A.P. Public works Department Code as well as other orders and executive instructions in force if any tenderer fails to submit the hard copies of BG for Bid security, scanned copy of Transaction Fee, hard copies of uploaded documents within the stipulated time the tenderer will be suspended and disqualified from participating in the tenders on 'ape-procurement plat form' for a period of 12 months from the date of bid submission. The suspension of tenderer shall

automatically be enforced by the AP e-procurement system (As per G.O.Ms. No.6 I&CAD (PW-Reforms) Dept., dt.11.1.2005 and G.O.Ms.No.245 I&CAD (PW-Reforms) dept., dt. 30.12.2005).

- t) Action shall be against the lowest bidder, who back out at the time of Agreement, the contract Registration will be suspended duly forfeiting the Bid Security as per G.O.Ms.No.259, T.R&B (Roads-V) Dept., and dt.6.9.2008.

### **Accessing 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 to participate in e tendering of the Employer.
- ii) 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.
- iii) 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.
- iv) 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 AP e-procurement Portal at [www.apecurement.gov.in](http://www.apecurement.gov.in)
  - d) If the firm is already registered with e-tendering portal of Employer and validity of registration has not expired the firm / Joint Venture is not required to apply for a fresh registration.
  - e) The complete BID document can be viewed / downloaded from e-tender portal of Andhra Pradesh, from the date & time mentioned in this RFP Document.

- f) To participate in Bidding, Bidders have to pay Rs.25,000 (Rupees Twenty Five Thousands Only) excluding applicable GST towards processing fee for BID (non- refundable) to be paid, along with a BID Security is also to be furnished by the Bidder for the amount of 1 % ECV 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.

### **Preparation & Submission of BIDs**

- i) The Bidder may submit his BID online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is available on e-procurement portal.
- ii) The documents listed at **clause 2.13** shall be prepared and scanned in different files (in PDF 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, using the digital signature of authorized representative of the Bidder on or before 11.09.2017 (up to **15.30 Hours IST**).

### **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.

### **Opening & Evaluation of BIDs.**

- i. Opening and Evaluation of BIDs will be done through online process.
- ii. The Employer shall open on-line received Technical BIDs at 16:30 hours IST on the BID submission Due Date 11.09.2017 in the presence of the Bidders,

who choose to attend. Technical BID of those Bidders only shall be opened, online 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 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 <http://www.apecurement.gov.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, 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 Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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.

## SECTION I

# 1 INTRODUCTION

## 1.1 Background

1.1.1 The Government of Andhra Pradesh through MA&UD (CRDA.2) represented by Chairperson &MD, Amaravati Development Corporation Ltd., #20-4-15, Plot-1G, Anand Heights, Kedareswarapet, Vijayawada - 520003 (A.P.) (the "Authority") is engaged in the development of AP New Capital City, Amaravati and as part of this endeavour, the Authority has decided to undertake Investigation, Survey, Detailed Design, Construction, Testing and Commissioning of Infrastructure Works for Roads, Storm Water Drains, Water Supply, Sewerage, Power Ducts in E10, E14 and N16 Roads on EPC Basis in AP New Capital, Amaravati (Package - VIII) (the "Project") through an Engineering, Procurement and Construction (the –EPC) Contract, and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded.

As part of this endeavour, 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.

Brief particulars of the Project are as follows:

<b>Name of the Work</b>	<b>Completion of Work</b>
Investigation, Survey, Detailed Design, Construction, Testing, Commissioning of Infrastructure Works for Roads, Storm Water Drains, Water Supply, Sewerage, Power Ducts in E10, E14 and N16 Roads on EPC Basis in AP New Capital, Amaravati (Package - VIII)	365 days from the date of issue of LOI/LOA

1.1.2 The selected Bidder (the "Contractor") shall be responsible for Designing,

Engineering, Procurement and Construction of the Project under and in accordance with the provisions of an Engineering, Procurement and Construction contract (the "EPC Agreement") to be entered into between the Contractor and The Employer in the form provided by The Employer as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the Project during the Defects Liability Period, which is to be as per **clause 1.1.3**.

- 1.1.3 The scope of work will broadly include Investigation, Survey, Detailed Design, Construction, Testing, Commissioning of Infrastructure Works Roads, Storm Water Drains, Water Supply, Sewerage, Power Ducts in E10, E14 and N16 Roads on EPC Basis in AP New Capital, Amaravati (Package - VIII) including the Defects Liability Period for Two (2) years.
- 1.1.4 The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The 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.
- 1.1.6 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.
- 1.1.7 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 "**11.09.2017 15.30 Hrs**")

## **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 shall pay to the Employer a sum of Rs. 25,000 (Rupees Twenty Five Thousands Only) excluding Applicable GST 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 this RFQ cum RFP.
- 1.2.2 Government of India has issued guidelines (**Appendix-V**) 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**.
- 1.2.3 NOT USED
- 1.2.4 The Bidding Documents include the draft Agreement for the Project. The Preliminary Design detailing scope of the Project as prepared by the Employer/consultants of the Employer is also 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.

1.2.5 A Bidder is required to deposit, along with its BID, a BID security for 1% of ECV , 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 whose 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 180 (One Hundred and Eighty Days) days from the BID Due Date, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time. The BID shall be summarily rejected if it is not accompanied by the BID Security.

1.2.6 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.

1.2.7 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 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.

1.2.8 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.

- 1.2.9 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 "Investigation, Survey, Detailed Design, Construction, Testing and Commissioning of Infrastructure Works for Roads, Storm Water Drains, Water Supply, Sewerage, Power Ducts in E10, E14 and N16 Roads on EPC Basis in AP New Capital, Amaravati (Package - VIII)"

### 1.3 Schedule of Bidding Process

The Employer shall adhere to the following schedule:

<b>Sl. No.</b>	<b>Event Description</b>	<b>Date</b>
1.	Date of availability of RFQ cum RFP	24.08.2017
2.	Last date for receiving queries	31.08.2017
3.	Pre-BID meeting	31.08.2017
4.	THE Employer response to queries	04.09.2017
5.	BID Due Date (BDD)	11.09.2017
6.	Physical submission of BID security/ POA/etc.	11.09.2017
7.	Opening of Technical BIDs	11.09.2017
8.	Opening of Financial BID	15.09.2017
9.	Letter of Award (LOA)	Within 30 days from BDD
10.	Validity of BID	180 days of BID Due Date
11.	Signing of Contract	Within 30 days of LOA

## SECTION 2

# 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 “Investigation, Survey, Detailed Design, Construction, Testing and Commissioning of Infrastructure Works for Roads, Storm Water Drains, Water Supply, Sewerage, Power Ducts in E10, E14 and N16 Roads on EPC Basis in AP New Capital, Amaravati (Package - VIII)”

#### 2.2 Eligibility of Bidders

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

- a) The Bidder shall be a single entity to implement the Project. BIDs from Joint Venture shall not be accepted.
- b) A Bidder shall be a company incorporated under the Indian Companies Act, 1956 (Amended in 2013).
- c) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
  - i) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - ii) receives or has received any direct or indirect subsidy from another Bidder; or
  - iii) has the same legal representative as another Bidder; or
  - iv) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this

- bidding process; or
- v) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
  - vi) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager<sup>1</sup> for the Contract implementation;
  - vii) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the RFP that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
  - viii) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
- 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

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<sup>1</sup> The term 'Engineer' is also often used in place of 'Project Manager'. Accordingly, wherever 'Project Manager' is used, it also covers 'Engineer' and vice versa.

6 (six) months prior to the date of issue of this RFQ cum RFP

2.2.2 To be eligible to BID, a Bidder shall fulfill the conditions of eligibility as per Section 3.

2.2.3 DELETED

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 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**, authorising the signatory of the BID to commit the Bidder.

2.2.6 DELETED

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 A Bidder should in the last 10 (ten) 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.

2.2.8.1 The Bidder may 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 may 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 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 provided by the Bidder must be applicable to the Bidder 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) DELETED
- 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 DELETED

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 10 (ten) 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 DELETED

## 2.4 Number of BIDs and costs thereof

2.4.1 No Bidder shall submit more than one BID for the Project. A Bidder 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, 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 RFQ cum RFP, 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 such disqualification/rejection occurs after the BIDs have been opened and the Lowest Bidder is 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 RFQ cum 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**

<b>Part - 1</b>	<b>RFQ cum RFP</b>
Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Criteria for Evaluation
Section 4	Fraud and Corrupt Practices
Section 5	Pre-BID Conference
Section 7	Miscellaneous
<b>Appendices</b>	
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	DELETED
Appendix IV	DELETED
Appendix V	Guidelines of the Department of Disinvestment
Appendix VI	Bank guarantee for BID security
<b>Part-II</b>	<b>Draft EPC agreement with Schedules and Drawings</b>

2.8.1 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 endeavour 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 endeavour 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, modify the RFQ cum RFP by the issuance of Addenda.

2.10.2 Any Addendum issued hereunder will be in writing and shall be uploaded in AP e-procurement portal.

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

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.11 Language**

2.11.1 The BID and all related correspondence and documents in relation to the

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

## 2.12 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 and POA are received online. 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 initialled 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 V, 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) BID Security of **1% of ECV value** in the form of Bank Guarantee in the format

at **Appendix-VI** from the Scheduled Bank;

- d) Cost of tender processing fee of **Rs. 25,000/-** (Rupees Twenty Five Thousands Only) excluding applicable GST.
- e) Bidder shall comply with the provisions of Central Vigilance Commission (CVC) Office Order No. 41/12/07 dated 4<sup>th</sup> December 2007. Bidders shall submit Integrity Pact (IP) along with RFP Bid duly signed by Authorised Signatory. IP shall be part of the Contract Agreement.

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) Power of Attorney for signing the BID as per the format at **Appendix-II**;
- b) BID Security of **1% of ECV** in the form of Bank Guarantee in the format at **Appendix-VI** from the Scheduled Bank;
- c) Cost of tender processing fee of **Rs. 25,000/-** (Rupees Twenty Five Thousands Only) excluding applicable GST.

Envelope shall clearly bear the following identification:

“Application for Qualification: “Investigation, Survey, Detailed Design, Construction, Testing and Commissioning of Infrastructure Works for Roads, Storm Water Drains, Water Supply, Sewerage, Power Ducts in E10, E14 and N16 Roads on EPC Basis in AP New Capital, Amaravati (Package - VIII)” 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 **ADCL**

The Chairperson and Managing Director (CMD)

AMARAVATI DEVELOPMENT CORPORATION LTD.

#20-4-15, Plot-1G, Anand Heights, Kedareshwarapet, Vijayawada-520003(A.P)

Email Address: [ganeshbabu.adc@ap.gov.in](mailto:ganeshbabu.adc@ap.gov.in)

2.13.4 If the envelopes are not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the BID 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 Clause 2.13.1 of the RFQ cum RFP shall be submitted online through e-procurement portal on or before 15.30 hours IST on the BID Due Date 11.09.2017. Documents listed at Clause 2.13.2 of the RFQ cum RFP shall be physically submitted on or before 15.30 hours IST on the BID Due Date 11.09.2017, 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**

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. "If for any reason, the opening could not be done on BID Due Date, the new date and time of opening shall be communicated separately".

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 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 Eligibility.

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 Eligibility. 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 Bidders 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 RFQ cum 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 and submitted 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**;
- 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 auditors in the formats specified at **Appendix-IA** of the RFQ cum RFP for each of the Eligible Project;
- h) It contains payment receipt of **Rs.25,000** (Rupees Twenty Five Thousand only) excluding applicable GST as RFQ cum RFP processing fee and Original Bank Guarantee of Bid Security as per **Clause 1.2.4**;
- i) It does not contain any condition or qualification; and
- j) 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% (Fifty Percent)** 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 Bids. In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "first round of Bidding"), the Employer may invite all the remaining Bidders to revalidate or extend their respective BID Security, as necessary, and match the BID of the aforesaid Lowest Bidder (the "second round of Bidding"). If in the second round of Bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match

the said Lowest Bidder in the second round of Bidding, then the Bidder whose BID was lower as compared to other Bidders in the first round of Bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of Bidding offer to match the said Lowest Bidder in the second round of Bidding, the said third Lowest Bidder shall be the Selected Bidder.

2.21.3 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.

2.21.4 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 3(Three) 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.

2.21.5 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 RFQ cum 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 Agreement 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 Agreement.

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** and having a validity period of not less than **180** days( One Hundred and Eighty Days) from the BID Due Date, 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 Not Used

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**

**3 EVALUATION CRITERIA**

<b>Eligibility and Qualification Criteria</b>			<b>Compliance Requirements</b>	<b>Documentation</b>
<b>No.</b>	<b>Subject</b>	<b>Requirement</b>	<b>Single Entity</b>	<b>Submission Requirements</b>
<b>1. Eligibility</b>				
1.1	<b>Conflict of Interest</b>	No conflicts of interest in accordance with 2.2.1	Must meet requirement	APPENDIX – IA
<b>2. Historical Contract : Non-Performance</b>				
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract did not occur as a result of contractor default since 1 <sup>st</sup> April 2006	Must meet requirement	APPENDIX – IA
2.3	<b>Pending Litigation</b>	Bidder’s financial position and prospective long term profitability should be according to criteria established below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	APPENDIX – IA
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>2</sup> since 1 <sup>st</sup> April 2006	Must meet requirement	APPENDIX – IA
<b>3. Financial Situation and Performance</b>				
3.1	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and	Must meet requirement	APPENDIX IA - Form FIN 3.1, with attachments and Form Fin 3.3

<sup>2</sup> The Bidder shall provide accurate information on the Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

Eligibility and Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
		other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <b>Rs. 435.20 (Rupees)</b> for the subject contract(s) net of the Bidder's other commitments		
		(ii) The Bidder shall have a minimum <b>Net Worth of Rs 43.52 Crore</b> at the close of the preceding financial year	Must meet requirement	
		(iii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	
		(iv) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. Profit after tax should be positive in the last three of last ten financial years	Must meet requirement	
		(v) The Tenderer who have applied for / availed Corporate Debt Restructuring (CDR)/SDR from the financial year 2006 to till date are not eligible to participate in the tender. In this regard, a Certificate from the Chartered Accountant by the tenderer shall be uploaded. The certificate issued by the Chartered Accountant shall be in the current financial year i.e., 2016-17.  The company if applied prior to 2006-07 to banks for CDR/SDR the said process should have been completed and entity should have	Must meet requirement	

Eligibility and Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
		been restructured. In this regard, a latest Certificate from the Chartered Accountant by the tenderer shall be uploaded. Bidders, if availed CDR/SDR, not uploading the Chartered Accountant certificate indicating the capital debt restructuring (CDR) shall be made ineligible.		
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover (in at least one of the last five financial years) in civil engineering construction work of <b>Rs 870.40 Cr</b> calculated as total certified payments received for contracts in progress and/or completed within the last Ten years.	Must meet requirement	APPENDIX IA - Form FIN 3.2, with attachments
<b>4. Experience</b>				
4.1	<b>General Construction Experience</b>	Experience under construction contracts as a single entity/Prime Contractor from 2006-07 to bid submission date.	Must meet requirement	APPENDIX 1A – Form EXP 4.1
4.2	<b>Specific Construction &amp; Contract Management Experience</b>	Satisfactorily completed as Prime Contractor* similar works** of cost not less than <b>217.60 Cr Crore</b> in any financial year during the last ten financial years i.e. from 1 <sup>st</sup> April 2007 to 31 <sup>st</sup> March 2017.  *If work(s) submitted by the Bidder were carried out as a Prime Contractor of a Joint Venture, the cost considered for evaluation shall be the overall cost of such work(s) multiplied by the percentage share of such prime contractor in the JV.	Must meet requirement	APPENDIX 1A – Form EXP 4.2

Eligibility and Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
		<p>** Similar works means Construction of Integrated infrastructure development of industrial parks/townships/SEZs/IT Parks/Roads/Airfields/Utilities (like water, wastewater, drainage, power ducts) in urban areas during the last ten financial years 1<sup>st</sup> April 2007 to 31<sup>st</sup> March 2017. The Each of the Projects executed shall comprise of roads, and at least one component out of water supply, wastewater, re-use, storm water drains, power ducts and ICT Ducts</p>		
4.2 (b)		<p><b>a)</b> Satisfactorily executed as Prime contractor/JV the following items of works (Physical Quantities) in any one financial year during the last Ten financial years i.e. from 1-04-2007 to 31-03-2017:</p> <p>A. Laying of roads with flexible pavement of minimum 2 lane road width having length not less than 11.97 km (proportionate length will be considered in case the project is more than 2 lane)</p> <p>B. 1) RCC Pipe drains of minimum 600 mm dia and above of length not less than – 22KM</p>	Must meet requirements	Form EXP – 4.2 (b)

Eligibility and Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
		<p style="text-align: center;">Or</p> <p>2) RCC/CC Drain of 600X600 mm (or equivalent cross section area) and above of length not less than – 22KM</p> <p>C. Supply &amp; Laying of MS pipe of diameter 1100 mm &amp; above of length not less than – 5 KM</p> <p>D. Supply &amp; Laying of DI pipe of diameter 300 mm &amp; above of length not less than – 18.8 KM</p> <p>E. Supply &amp; Laying of HDPE of diameter more than 100mm of length not less than – 22.9 KM</p> <p>F. Supply &amp; Laying of dual wall corrugated pipes/SWG Pipes of diameter 200mm &amp; above of length not less than – 2.7 KM</p> <p>G. Supply &amp; Laying of RCC NP3/NP4 pipe of diameter 600mm &amp; above of length not less than – 1.9 KM</p> <p>H. Supply &amp; Laying of HDPE Power Duct or ICT of diameter of minimum 40mm of length not less than – 23.5 KM</p>		
<p><b>Bid Capacity:</b>  Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the estimated contract value. The available bid capacity will be calculated as under:</p> <p>Assessed Available bid capacity = (A*N*2-B) shall be greater than <b>Rs. 435.20 Cr</b></p>				

Eligibility and Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
<p>Where,</p> <p>A = Maximum value of civil engineering works executed in any one year during the last ten years (updated to the price level of the financial year at the rate of 10% per year), taking into account the completed as well as works in progress).</p> <p>N = Number of years prescribed for completion of the works for which bids are invited</p> <p>B = Value, at the current price level, of existing commitments on on-going works to be completed during the period of completion of the works for which bids are invited.</p>				

**b) Key equipment:**

Availability (either owned or leased or to be procured) of the following key and critical equipment for this work.

There are minimum requirements contractor shall deploy equipment as required for completion of the work in accordance with the contract.

Equipment Specification	No's
Hot mix plant Batch type 100/120 TPH	1

<b>Equipment Specification</b>	<b>No's</b>
Wet mix plant of 75 tonne hourly capacity	1
Batching Plant – 60 cum/hr	1
Motor grader for grading @ 100 cum per hour	4
Paver finisher hydrostatic with sensor control @ 75 tonne per hour	1
Vibratory roller 8 -10 tonnes @ 100 cum per hour	4
Front end loader 1 cum capacity	1
Dozer 80 HP	2
Hydraulic Excavator 0.90 cum bucket capacity @ 36 cum per hour	2
Tipper 5.5 cum capacity,	5
Tipper 10 tonne capacity	8
Hydraulic Excavator 0.60 cum bucket capacity	2
Concrete Kerb making/laying Machine	1No.
Transit Mixers for concrete	8
Reciprocating pumps for Pipe hydro testing	8

<b>Equipment Specification</b>	<b>No's</b>
Hydra for Pipe laying	8
Welding Machine/ Welding Generator	4 No.

### **c) Key Technical Personnel**

These are minimum requirements; contractor shall deploy personnel as required by the Project to ensure completion of the work in accordance with the contract.

<b>Qualification</b>	<b>No's</b>
Design engineer with Post Graduate in Geotechnical/Transportation Engineering with 15 years of experience in Designing similar works	1
Design engineer with Post Graduate in Civil Engineering with 15 years of experience in Design of Hydraulic structures/ water retaining structure).	1
Project Manager with B.E Civil Engineering with 15 years of experience in executing similar works	1
Project Manager with B.E Civil Engineering with 10 years of experience in executing similar works	1
Planning engineer with B.E. Civil Engineering with 10 years of experience in executing similar works	1
Construction manager with B.E. Civil Engineering with 10 years of experience in executing similar works	2

Construction manager with B.E. Mechanical Engineering with 10 years of experience in executing similar works	1
Graduate engineer for Safety in charge with 10 years of experience in executing similar works	1
Graduate engineer for Quality in charge with 10 years of experience in executing similar works	1
Site engineer with Diploma in civil engineering with 10 years' experience in executing similar works	7
Technician with ITI in fitter grade with 10 years' experience in SWMS water supply pipeline	2
Technician with Certificate in Welding with 5 years' experience in similar works	4

## SECTION - 4

### 4 Fraud and Corrupt Practices

- 4.1.1 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.
- 4.1.2 Without prejudice to the rights of the Employer under Clause 4.1.1 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.

4.1.3 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.

ADDCL

## SECTION - 5

### 5 Pre-BID Conference

- 5.1.1 Pre-BID conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each prospective Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.1.2 During the course of Pre-BID conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## SECTION - 6

### 6 Miscellaneous

- 6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Vijayawada shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2 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.
- 6.1.3 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 - ANNEX-I**  
**Bidder Information Form**

Bidder's Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
NIT No. and Project Title: \_\_\_\_\_

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership 3. All legal documents including:

i	PAN Card - (Income Tax)	Contractor/ Firm should produce copy of PAN Card
ii	Copies of Income Tax Returns	Contractor/ Firm should furnish IT Returns of last 5 years
iii	GST Registration	Contractor/ Firm should produce copy of GST Registration
iv	VAT Registration & Clearance	Contractor/ Firm should produce copy of VAT Registration
v	Copies of VAT Tax Returns	Contractor/ Firm should furnish latest VAT clearance
vi	Contractor's Registration certificate	Contractor/ Firm should possess a valid registration issued by any State PWD/CPWD/ NH etc.,

## APPENDIX – IA

### Letter Comprising the Technical Bid

(Refer **Clause 2.13.1**)

**To**

**The Chairperson & Managing Director,**  
Amaravati Development Corporation Ltd.,  
#20-4-15, Plot-1G, Anand Heights,  
Kedareswarapet, VIJAYAWADA -520003.

Sub: Application for Technical BID for **“Investigation, Survey, Detailed Design, Construction, Testing and Commissioning of Infrastructure Works for Roads, Storm Water Drains, Water Supply, Sewerage, Power Ducts in E10, E14 and N16 Roads on EPC Basis in AP New Capital, Amaravati (Package - VIII)”**

Dear Madam,

With reference to your RFQ cum RFP document dated ..... we, having examined the 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.

1. 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 including **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** 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 forms 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. ....** (Rupees. 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.

Place: \_\_\_\_\_ Yours faithfully,  
(Signature, name and designation of the Authorised Signatory)  
Date: \_\_\_\_\_ Name and seal of the Bidder

---

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

## APPENDIX IA – Annexure

### Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

NIT No. and Project Title: \_\_\_\_\_

Non-Performed Contracts in accordance with Section 3, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> April 2006 specified in Section 3, Evaluation Criteria.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> April 2006 specified in Section III, Evaluation Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (Rs)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section 3, Evaluation Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section 3, Evaluation Criteria.			
<input type="checkbox"/> Pending litigation in accordance with Section 3, Evaluation Criteria as indicated below.			
Year of dispute	Amount in dispute (Rs)	Contract Identification	Total Contract Amount (Rs)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section 3, Evaluation Criteria

- No Litigation History in accordance with Section 3, Evaluation Criteria
- Litigation History in accordance with Section 3, Evaluation as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (Rs)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## APPENDIX 1A – Form Fin 3.1

### Financial Situation and Performance

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

NIT No and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

#### 1. Financial data

Type of Financial information in (Rs)	Historic information for previous 10 years (amount in Rs)				
	Year 1 to Year 10				
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.

## 2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Rs)
1		
2		
3		

Bidder type	Net Cash Accruals						Net Worth
	Year 1 to Year 10						Year
(1)							
Single entity Bidder							
TOTAL							

### Financial documents

The Bidder and its parties shall provide copies of financial statements for 10 years pursuant Section 3, Evaluation Criteria, Sub-factor 3.2. The financial statements shall:

- (a) Reflect the financial situation of the Bidder, and not an affiliated entity (such as parent company or group member).
- (b) Be independently audited or certified in accordance with local legislation.

- (c) Be complete, including all notes to the financial statements.
- (d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>3</sup> for the 10 years required above; and complying with the requirements

1. Net Cash Accruals shall mean Profit After Tax + Depreciation.
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Year 1 will be the latest completed financial year, preceding the Bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the BID Due Date falls within **3** (three) months of the close of the latest financial year, refer to **Clause 2.2.12**.
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with **Clause 2.2.4 (ii)** of the RFQ cum RFP document.

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<sup>3</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.



**APPENDIX 1A – Form Fin 3.3**

**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria.

Source of financing	Amount (Rs)
1.	
2.	
3.	
4.	

**APPENDIX 1A – Form Fin 3.3**

**Financial Resources**

**FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW**

*[To be given from a Nationalized or Scheduled Bank in India-No substitute other than this will be acceptable]]*

**(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)**

This is to certify that M/s. \_\_\_\_\_ is a reputed company with a good financial standing.

If the contract for the works, namely \_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. equivalent \_\_\_\_\_ to meet their capital requirements for executing the above contract.

-- Sd. --

Name of Bank Manager

Senior Bank Manager

Address of the Bank

**APPENDIX 1A – Form EXP 4.1**

**General Construction Experience**

*[The following table shall be filled in for the Applicant]*

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

NIT No. and title: \_\_\_\_\_

*[Identify contracts that demonstrate continuous construction work over the past [10] years pursuant to Section 3, Eligibility Criteria, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]*

Starting Month/Year	Ending Month/Year	Contract Identification	Role of Bidder ["Contractor" or "Subcontractor" or "Contract Manager"]
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

## APPENDIX 1A – Form EXP 4.2

### Specific Construction and Contract Management Experience

*[The following table shall be filled in for contracts performed by the Applicant]*

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 NIT No. and title: \_\_\_\_\_

Work performed as prime Contractor or Sub-Contractor or Management Contractor (in the same name and style) on construction works of a similar nature and volume over the last ten years<sup>4</sup>. [Attach certificate from the Engineer-in-charge.]

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			Rs *	
If member in a JV or subcontractor, specify participation in total Contract amount			*	
Employer's Name:				
Address: Telephone/fax number E-mail:				

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<sup>4</sup> Immediately preceding the financial year in which bids are received.

**APPENDIX 1A – Form EXP 4.2**

**Specific Construction and Contract Management Experience (Cont.)**

*[The following table shall be filled in for contracts performed by the Applicant]*

<b>Similar Contract No.</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 4.2 of Section 3	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

ADDENDUM

## APPENDIX 1A – Form EXP 4.3

### Current Contract Commitments / Works in Progress

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

(A) Existing commitments and on-going works:

---

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rupees)	Stipulated period of completion	Value of works <sup>5</sup> remaining to be completed (Rupees)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

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<sup>5</sup> Attach certificate(s) from the Engineer(s)-in-Charge.

(B) Works for which bids already submitted and likely to be awarded – expected additional commitment.

Description of Work	Place & Address of State	Name and value of works Employer	Estimated period of (Rupees)	Stipulated decision is completion	Date when if any expected	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Value at 2016-17 Price level of existing and on-going works to be completed during the next **12 months of Contract**.

S.No	Name of Contract	Value of commitments to be completed during the next 12 months	
		As per contract value	At 2016-17 level*
1			
2			

\*costs of works of previous years shall be given weightage of 10% per year to bring them to 2016-17.

**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 "**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)

(Notarized)

Person identified by me/ personally appeared before me/

Seal of the Notary Registration No. of the Notary

Date:.....

ADDC

**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 Apostille certificate.*

## **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 13<sup>th</sup> 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 Amaravati Development Corporation Limited, represented by **Chairperson and Managing Director** having its office at **Vijayawada**, (hereinafter referred to as the Employer, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of \*\*\*\*\* and having its registered office at.....(And acting on behalf of its JV) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for **“Investigation, Survey, Detailed Design, Construction, Testing and Commissioning of Infrastructure Works for Roads, Storm Water Drains, Water Supply, Sewerage, Power Ducts in E10, E14 and N16 Roads on EPC Basis in AP New Capital, Amaravati (Package - VIII)** (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..... ( In Words)
4. This Guarantee shall be irrevocable and remain in full force for a period of **240** (Two Hundred and Forty 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)

## APPENDIX –VI

### Integrity Pact

Project Name:

NIT No:

This Integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Between

The **Amaravati Development Corporation Limited (ADCL)**, represented by its Chairperson and Managing Director, incorporated under Indian laws having its registered office at [Vijayawada] (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of one part;

**AND**

{-----} means the selected bidder incorporating under Indian laws having its registered office at ....., (hereinafter referred to as the “**Contractor**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for..... The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas in order to achieve these goals, the Principal will appoint an independent external Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above. And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter

referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesseth as under:-

### **Article-1-Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principle:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand or take a promise for or accept for self or third person any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

### **Article-2 Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)**

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the

contract execution.

- a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate

third persons to commit offences outlined above or be an accessory to such offences. (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

**Article 3 Disqualification from tender process and exclusion from future contracts**

1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other from such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.

2) If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process.

The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy or the Bidder / Contractor /Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.

3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.

4) The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/

Contractor/Concessionaire/Consultant shall be final and binding on the Bidder / Contractor /Concessionaire /Consultant, however, the Bidder/ Contractor/Concessionaire/Consultant can approach IEM(s) appointed for the purposes of this Pact.

- 6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.
- 7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Article 4 Compensation for Damages**

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article3, the Principal shall be entitled to forfeit the Earnest Money Deposit/Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal right that may have accrued to the Principal.
- 2) In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/Concessionaire/Consultant and/or demand and recover liquidated and all damages as per the provisions of the contract/Concession agreement against Termination

#### **Article 5 Previous Transgression**

- 1) The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anti corruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the lender

process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

**Article 6 Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors**

- 1) The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaire/Consultant and Subcontractors.
- 3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact violate its provisions.

**Article 7 Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/Contractor/Concessionaire/Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/Contractor/Concessionaire/Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Article 8 Independent External Monitor (IEM)**

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson and Managing Director, ADCL.
- 3) The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restrictions to all project documentation of the

Principal including that provided by the Bidder/Contractor/Concessionaire/Consultant. The Bidder/Contractor/Concessionaire/Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Concessionaire/Consultant or Subcontractor with confidentiality.

- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice any transgression as given in Article - 2, he may request the Management of the Principal to take corrective action, or to take relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, The Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the Chairperson and Managing Director, ADCL within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the Monitor has reported to the Chairperson and Managing Director, ADCL, a substantiated suspicion of under relevant IPC/PC Act or any other Statutory Acts, and the Chairperson and Managing Director, ADCL has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8) The word 'Monitor ' would include both singular and plural.

#### **Article 9 Pact Duration**

This Pact begins when both parties have signed (In case of EPC i.e. for projects funded by Principal and consultancy services) It expires for the Contractor/Consultant 12

months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded (In case BOT projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by Chairperson and Managing Director, ADCL.

**Article 10 Other Provisions**

- 1) This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Vijayawada
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a consortium, this pact must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 6) The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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(For & On behalf of the (Principal)

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(For & On behalf of Bidder/ Contractor

/Concessionaire/Consultant)

(Office Seal)

Place \_\_\_\_\_ Date \_\_\_\_\_

Witness 1:

(Name & Address)

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Witness 2:

(Name & Address)

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ADDUCE