



## **Udaipur Smart City Limited**

### **Udaipur Integrated Infrastructure Project**

#### **Request For Qualification**

**for**

Implementation of following projects in city of Udaipur, Rajasthan, India:

- (i) Design, Rehabilitation, Up-gradation and Construction of water distribution network and domestic 24X7 water supply in ABD area of Udaipur city;
- (ii) Design, Rehabilitation, Up-gradation and Construction of sewerage network in ABD area;
- (iii) Design, Undergrounding of power, telecom and other cables along with Rehabilitation, Up-gradation and Construction of power distribution network and domestic connections across core area of Udaipur city;
- (iv) Design and Construction of Utility duct across core area of Udaipur city; and
- (v) Design and Relaying of Roads & Storm Water System in ABD area of Udaipur City.

Duration: 2 years

## GLOSSARY

<b>Applicant(s)</b>	As defined in Clause 1.2.1
<b>Application</b>	As defined in the Disclaimer
<b>Application Due Date</b>	As defined in Clause 1.1.5
<b>Associate</b>	As defined in Clause 2.2.9
<b>Authority</b>	As defined in Clause 1.1.1
<b>Bids</b>	As defined in Clause 1.2.3
<b>Bid Due Date</b>	As defined in Clause 1.2.3
<b>Bid Security</b>	As defined in Clause 1.2.4
<b>Bidders</b>	As defined in Clause 1.1.1
<b>Bidding Documents</b>	As defined in Clause 1.2.3
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Stage</b>	As defined in Clause 1.2.1
<b>Contractor</b>	As defined in Clause 1.1.2
<b>Contract Agreement</b>	As defined in Clause 1.1.2
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(c)
<b>Consortium</b>	As defined in Clause 2.2.1(a)
<b>Eligible Experience</b>	As defined in Clause 3.2.1
<b>Eligible Projects</b>	As defined in Clause 3.2.1
<b>Estimated Project Cost</b>	As defined in Clause 1.1.4
<b>Experience Score</b>	As defined in Clause 3.2.6
<b>Financial Capacity</b>	As defined in Clause 2.2.2 (B)
<b>Government</b>	Government of Rajasthan
<b>Lowest Bidder</b>	As defined in Clause 1.2.8
<b>Jt. Bidding Agreement</b>	As defined in Clause 2.2.6 (g)
<b>Lead Member</b>	As defined in Clause 2.2.6 (c)
<b>LOA</b>	Letter of Award
<b>Lowest Bidder</b>	As defined in Clause 1.2.8
<b>Member</b>	Member of a Consortium
<b>Net Worth</b>	As defined in Clause 2.2.4(ii)
<b>Project</b>	As defined in Clause 1.1.1
<b>Qualification</b>	As defined in Clause 1.2.1
<b>Qualification Stage</b>	As defined in Clause 1.2.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in Clause 1.2.1
<b>RFQ</b>	As defined in the Disclaimer
<b>RTPP</b>	The Rajasthan Transparency in Public Procurement Rules, 2013
<b>SPV</b>	As defined in Clause 2.2.6
<b>Technical Capacity</b>	As defined in Clause 2.2.2 (A)
<b>Threshold Technical Capability</b>	As defined in Clause 2.2.2 (A)
<b>Turnover</b>	As defined in Clause 2.2.2 (A)

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

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## DISCLAIMER

The information contained in this Request for Qualification cum Technical Proposal document (the “**RFQ**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor an invitation to offer by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant 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 and obtain independent advice from appropriate sources. The Authority shall not be liable in any manner whatsoever in the event the information provided herein was found to be incorrect, incomplete, inaccurate or inadequate by the persons relying on the same.

Information provided in this RFQ to the Applicant(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, nor is, an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ. Any update, amendment or supplement so made will be communicated to the Applicants.

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

The issue of this RFQ does not imply that the Authority is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

## INVITATION FOR REQUEST FOR QUALIFICATION CUM TECHNICAL PROPOSAL

<b>Name &amp; Address of the Procuring Entity</b>	<b>Name:</b> Udaipur Smart City Limited <b>Address:</b> Municipal Corporation of Udaipur, Town Hall, Udaipur (Rajasthan)-313001
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<b>Name:</b> Mr. Sidharth Sihag <b>Designation:</b> Chief Executive Officer, Udaipur Smart City Limited, Udaipur, Rajasthan, India <b>Address:</b> Municipal Corporation of Udaipur, Town Hall, Udaipur (Rajasthan)-313001 <b>Email:</b> <a href="mailto:mc_udaipur@rediffmail.com">mc_udaipur@rediffmail.com</a>
<b>Subject Matter of Procurement</b>	Implementation of following projects in city of Udaipur: (i.) Design, Rehabilitation, Up-gradation and Construction of water distribution network and domestic 24X7 water supply in ABD area of Udaipur city; (ii.) Design, Rehabilitation, Up-gradation and Construction of sewerage network in ABD area; (iii.) Design, Undergrounding of power, telecom and other cables along with Rehabilitation, Up-gradation and Construction of power distribution network and domestic connections across core area of Udaipur city; (iv.) Design and Construction of Utility duct across core area of Udaipur city; and (v.) Design and Relaying of Roads & Drain in ABD area of Udaipur City.
<b>Bid Procedure</b>	Stage-1 of Two-stage: open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<b>Websites:</b> <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> , <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> , <b>RFQ document fee:</b> Rs. 1,00,000 (Rupees one Lakh only) OR US \$ 2000 ( United States Dollar Two Thousand only) in Demand Draft in favour of “Chief Executive Officer, Udaipur Smart City Limited” payable at Udaipur, Rajasthan or shall be deposited through RTGS/ NEFT in the account of Udaipur Smart City Limited having account number 004994600000301 with Yes Bank Limited, Ground & First Floor, “Goverdhan plaza” 29 N N Acharya Marg, payable at Udaipur, Rajasthan (IFSC Code YESB0CMSNOC; Swift Code: YESBINBB)  <b>RISL Processing Fee:</b> Rs. 1,000 (Rupees one thousand only) OR US \$ 20 ( United States Dollar Twenty only) in Bankers Cheque/Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur” or shall be deposited through RTGS/ NEFT in the account of Udaipur Smart City Limited having account number 004994600000301

	with Yes Bank Limited, Ground & First Floor, “Goverdhan plaza” 29 N N Acharya Marg, payable at Udaipur, Rajasthan (IFSC Code YESB0CMSNOC; Swift Code: YESBINBB)
<b>Estimated Procurement Cost</b>	Approximately Rs. 450,00,00,000/- (Rupees Four Hundred Fifty Crore only)
<b>Bid Security and Mode of Payment</b>	<b>Amount:</b> Rs. 9,00,00,000/- (Rupees Nine Crore only) OR US \$ 150,000 ( United States Dollar One Hundred and Fifty Thousand only) <b>Mode of Payment:</b> Demand Draft / Bank Guarantee in favour of “Chief Executive Officer, Udaipur Smart City Limited” payable at Udaipur, Rajasthan or shall be deposited through RTGS/ NEFT in the account of Udaipur Smart City Limited having account number 004994600000301 with Yes Bank Limited, Ground & First Floor, “Goverdhan plaza” 29 N N Acharya Marg, payable at Udaipur, Rajasthan (IFSC Code YESB0CMSNOC; Swift Code: YESBINBB)
<b>Period of download of Bidding Document (Start/ End Date)</b>	<b>Start Date:</b> February 27, 2017 <b>End Date:</b> April 11, 2017
<b>Date/ Time/ Place of Pre-Bid meeting</b>	<b>Date:</b> March 20, 2017 <b>Place:</b> Udaipur Smart City Limited, Municipal Corporation of Udaipur, Town Hall, Udaipur (Rajasthan)-313001 <b>Pre-bid response upload date:</b> March 27, 2017 (Tentative)
<b>Manner, Start/ End Date for the submission of Application</b>	<b>Manner:</b> Online at e-Procurement website ( <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> ) <b>Start Date:</b> February 27, 2017 <b>End Date:</b> April 12, 2017
<b>Submission of Banker’s Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*</b>	<b>Start Date:</b> February 27, 2017 <b>End Date:</b> April 17, 2017 by 12:30 PM
<b>Date/ Time/ Place of Application Opening</b>	<b>Date:</b> April 17, 2017 at 3:00 PM <b>Place:</b> Udaipur Smart City Limited, Municipal Corporation of Udaipur, Town Hall, Udaipur (Rajasthan), India -313001

**Note:**

1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats. However, Demand Draft for RFQ Document Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Authority as prescribed and scanned copy of same should also be uploaded along with the RFQ documents.
2. In case, any of the bidders fails to physically submit the Banker’s Cheque/ Demand Draft for RFQ Document Fee and RISL Processing Fee up to time and



date mentioned in the RFQ, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for RFQ document fee should be drawn in favour of "Chief Executive Officer, Udaipur Smart City Limited" payable at Udaipur and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.

3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class 3 Certificate) as per Information Technology Act, 2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) (Class 3 Certificate need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. USCL and DoIT&C will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.  
Contact No: 0141- 4022688 (Help desk 10 am to 6 pm on all working days)  
E-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)  
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPP Act, 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act, 2012 and Rules thereto, the later shall prevail.



## Udaipur Smart City Limited

[A joint venture of Government of Rajasthan and Municipal Corporation of Udaipur]

### 1. INTRODUCTION

#### 1.1 Background

1.1.1 The Udaipur Smart City Limited (the “**Authority**”) is a company formed under the Companies Act, 2013 and is mandated by Government of Rajasthan and Municipal Corporation of Udaipur to implement smart city plan as approved by Ministry of Urban Development, Government of India and as part of this endeavour, the Authority has decided to undertake comprehensive development and operation/ maintenance of the Integrated Area Based Development Project (the “**Project**”) through Engineering, Procurement and Construction (the “**EPC**”) basis, and has decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded. A brief description of the project may be seen at the website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) Brief particulars of the Project are as follows:

<b>Brief Description of activities</b>	<b>Indicative Capital Cost (In Rs. cr.)</b>	<b>Tentative Implementation Duration (In years)</b>
Design and Implementation of 24*7 water supply in entire ABD area	58.00	2 years
Design and Up-gradation of Sewerage Network	149.00	2 years
Design and Undergrounding of power, telecom, street light and other cables	100.00	2 years
Design and Installation of Utility Duct	65.00	2 years
Design and Relaying of Roads & Storm Water System	77.64	2 years
<b>TOTAL</b>	<b>449.64</b>	

The Authority intends to pre-qualify suitable Applicants (the “**Bidders**”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

1.1.2 The selected Bidder, who is either a company (or a consortium of companies) incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as

such prior to execution of the contract agreement (the “**Contractor**”) shall be responsible for designing, engineering, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a contract agreement (the “**Contract Agreement**”) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

- 1.1.3 The scope of work will broadly include design, rehabilitation, up-gradation and new construction in the following projects:
- (i) Water distribution network and domestic 24X7 water supply in ABD area of Udaipur city along with 100% house connections;
  - (ii) Sewerage network in ABD area and certain areas covered under AMRUT scheme (as detailed in DPR) of Udaipur city along with 100% house connections;
  - (iii) Undergrounding of power, telecom, street light and other cables along with power distribution network and domestic connections across core area of Udaipur city;
  - (iv) Utility duct across core area of Udaipur city; and
  - (v) Relaying of roads and storm water system.
- 1.1.4 Indicative capital cost of the Project (the “**Estimated Project Cost**”) will be specified in the RFQ and may be revised in the Bidding Documents of the Project. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”).

## **1.2 Brief description of Bidding Process**

- 1.2.1 The Authority has adopted a two-stage process (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties/ consortia who make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which expression shall, unless repugnant to the context, include the Members of the Consortium). Prior to making an Application, the Applicant shall pay to the Authority a sum of Rs. 100,000 (Rupees one lakh) or US\$ 2,000 (United States Dollar two thousand) as the cost of the RFQ process. At the end of the Qualification stage, the Authority expects to announce a list of all pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals (the “**Request for Proposals**” or “**RFP**”).
- 1.2.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Authority shall be invited to submit their Bids for the Project. The Authority is likely to provide a shorter time for submission of the Bids for the Project, however it shall not be less than the time prescribed under

RTPP Rules. The Applicants are, therefore, advised to visit the site and familiarise themselves with the Project.

- 1.2.3 In the Bid Stage, the Bidders will be called upon to submit their final technical and financial offers (the "**Bids**") in accordance with the RFP and other documents to be provided by the Authority (collectively the "**Bidding Documents**"). The Bidding Documents for the Project will be provided to every Bidder on payment of Rs. 500,000 (Rs. five lakh only) or US\$ 10,000 (United States Dollar ten thousand). The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").
- 1.2.4 A Bidder will be required to deposit, along with its Bid, a bid security of **Rs. 9,00,00,000/- (Rupees Nine Crores only)** or US\$ 150,000 (United States Dollar One Hundred and Fifty Thousand only) (the "**Bid Security**"), refundable on issue of Letter of Award (LoA) to selected bidder, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority and in such event, the validity period of the demand draft or an unconditional and irrevocable bank guarantee, both issued by a scheduled commercial bank, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date. Prior to the expiry of the period of validity of bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid but in such circumstances bid security shall not be forfeited. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- For the purpose of this clause Demand Draft / Banker's Cheque / Bank Guarantee shall be made in favour of 'Chief Executive Officer, Udaipur Smart City Limited', of any scheduled bank payable at Udaipur, Rajasthan.
- 1.2.5 Generally, the Lowest Bidder shall be the selected Bidder, however, the Authority shall be free to choose another Bidder in the event it determines so for any reason. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited in case such Lowest Bidder withdraws or is not selected for any reason at the sole determination of the Authority. Notwithstanding anything mentioned above, the Authority retains the right to cancel the bid or re-invite tenders at any stage.
- 1.2.6 During the RFQ Stage, Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective documents. However, Bidder may be free to investigate further during RFP stage for implementation of the project.
- 1.2.7 As part of the RFQ Documents, the Authority will provide relevant DPRs/concept notes prepared by the Authority/ its consultants and other information pertaining/ relevant to the Project available with it. A draft Contract Agreement shall be provided along with the RFP.

- 1.2.8 The contract period shall be pre-determined, and will be indicated in the draft Contract Agreement forming part of the Bidding Documents.

In this RFQ, the term “**Lowest Bidder**” shall mean the Bidder who is seeking lowest financial assistance in executing all constituents of the Project during the bid stage. However, if the price quote of successful bidder is higher than rate quoted by one or more other bidders for any particular component, then Authority may request negotiation, but it must be clarified that higher quote for one or more of the components by the lowest bidder shall not preclude the Authority from accepting the lowest bid, should it choose to do so.

- 1.2.9 The Bidding Process is designed to be interactive and Authority would be keen to seek technical solutions of complex sub-projects during the qualification or bidding process. Authority may invite an applicant to make a presentation on any or all the key points mentioned in Technical Data Proposal Sheet.
- 1.2.10 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 1.2.11 All e-procurement guidelines as prescribed under [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) are required to be complied.
- 1.2.12 The above RFQ has been designed in conformity with Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013. If there is any contradiction in existing conditions, then the provisions of The Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013 shall be applicable.
- 1.2.12 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: RFQ for Udaipur Integrated Infrastructure Project”.

### 1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

<b>Event Description</b>	<b>Date</b>
<u>Qualification Stage</u>	
1. Last date for receiving queries	February 17, 2017
2. Pre-Application Conference	February 20, 2017 at 3:00 PM
3. Authority response to queries latest by	February 27, 2017 (tentative)
4. Application Due Date	April 13, 2017 at 11:59 PM (Online); Physical submission

by April 17, 2017 at 12:30 PM

5. Announcement of short-list

Within 15 days of Application  
Due Date

Bid Stage

**Estimated Date**

- |  |                                   |
|--|-----------------------------------|
| 1. Sale of Bid Documents                   | [To be specified]                 |
| 2. Last date for receiving queries         | [To be specified]                 |
| 3. Pre-Bid meeting – 1                     | [To be specified]                 |
| 4. Authority response to queries latest by | [To be specified]                 |
| 5. Bid Due Date                            | [To be specified]                 |
| 6. Opening of Bids                         | On Bid Due Date                   |
| 7. Letter of Award (LOA)                   | Within 30 days of Bid Due<br>Date |
| 8. Validity of Bids                        | 180 days of Bid Due Date          |
| 9. Signing of Contract Agreement           | Within 30 days of award of<br>LOA |

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Application

- 2.1.1 The Authority wishes to receive Applications for Qualification in order to pre-qualify experienced and capable Applicants for the Bid Stage.
- 2.1.2 Pre-qualified Applicants may be subsequently invited to submit the Bids for the Project.

#### 2.2 Eligibility of Applicants

- 2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:
  - (a) The Applicant for pre-qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
  - (b) An Applicant may be a natural person, private entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
  - (c) An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
    - (i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than twenty five per cent (25%) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, as the case may be, is not more than twenty five per cent (25%) of the paid up and subscribed share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956/ 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is

controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
  - (iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, Concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
  - (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
  - (v) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Application of either or each other; or
  - (vi) such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project; or
  - (vii) any Applicant or a constituent of an Applicant has a common director with any other Applicant or a constituent of an Applicant.
- (d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, 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 Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. Nor will this disqualification apply where such adviser is engaged after a period of 1 (one) year from the date of completion of the Project.



*Explanation:* In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall, over the past 10 (ten) financial years preceding the Application Due Date, have:

- (i) paid for, or received payments for design, construction and operation & maintenance of Eligible Projects under EPC mode; and/ or paid for development of Eligible Project(s) under PPP mode as specified in Clause 3.2.1; and/ or
- (ii) such that the sum total of the above, is more than Rs.1000 crore (Rs. one thousand crore) or USD 200 million (United State Dollar Two Hundred Million) (the “**Threshold Technical Capability**”).

Provided that experience shall be from the Eligible Projects as specified in Clause 3.2.1, while following all the other conditions listed under the same clause.

(B) **Financial Capacity:** The Applicant shall have a minimum annual turnover of Rs. 1000 crore (Rs. One Thousand crore) or USD 200 million (United State Dollar Two Hundred Million) and minimum Net Cash Accrual of Rs. 300 crore (Rs. three hundred crore) or USD 100 million (United State Dollar One Hundred Million) averaged over a period of five (5) years of the preceding financial years. The requirement of minimum annual turnover and minimum Net Cash Accrual, together is referred as the “**Financial Capacity**” of the Bidder.

In case of a Consortium, the combined technical capability and financial capacity of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility. Further, the SPV should at all times be in compliance with the Foreign Exchange Management Act, 1999 and the Foreign Direct Investment Policy.

Provided further that each member of the Consortium shall have a minimum annual turnover of Rs. 100 crore (Rs. hundred crore) or USD 30 million (United State Dollar Thirty Million) averaged over a period of five years of the preceding financial years.

2.2.3 **O&M Experience:** The Applicant shall be well qualified and have trained personnel for operation and maintenance of the project in conformity with the provisions of the contract agreement.

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

- (i) Certificate(s) from its statutory auditors<sup>S</sup> or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.2.2(A) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) Certificate(s) from its statutory auditors specifying the Annual Turnover and Net Cash Accruals of the Applicant, averaged over a period of three years of the preceding financial years and also specifying that the methodology adopted for calculating such annual turnover and net cash accruals conforms to the provisions of this Clause 2.2.4(ii). For the purposes of this RFQ, Annual Turnover (the “**Turnover**”) shall mean gross revenue earned from main business of the entity and Net Cash Accruals (the “**Net Cash Accruals**”) would mean Profit After Tax (PAT) add Depreciation and Amortization add Decrease in Net Current Assets (excluding cash) add Any other non cash expenditure (including deferred tax) subtract Scheduled loan repayments and increase in net current assets (excluding cash).

2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, inter alia authorising the signatory of the Application to execute the Application and bind the application to the Applications and the contents thereof. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

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

- (a) Number of members in a consortium shall not exceed 4 (four);
- (b) subject to the provisions of clause (a) above, the Application should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- (d) the Application should include a brief description of the roles and responsibilities of each individual members, particularly with reference to financial, technical and O&M obligations;

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

- (e) an individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
- (f) the members of a Consortium shall form an appropriate SPV incorporated under the Indian Companies Act 2013 (the “**SPV**”), to execute the Project, if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
  - (i) convey the intent to form the SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Contract Agreement and subsequently perform all the obligations of the Contractor in terms of the Contract Agreement, in case the contract to undertake the Project is awarded to the Consortium;
  - (ii) clearly outline the proposed roles and responsibilities of each member;
  - (iii) commit the minimum equity stake to be held by each member;
  - (iv) commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV (except for the member whose experience is evaluated solely for laying roads) and shall further commit that each such member shall, for a period of 1 (one) year from the date of construction completion of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; If there are more than 3 members in the Consortium whose experience is sought to be counted, then those three members whose experience is the highest in terms of the proposal shall have atleast 26% stake and the rest may have a lesser stake;
  - (v) That any change in shareholding of the SPV shall only be with the prior written consent of the Authority;
  - (vi) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the first anniversary of the construction completion date of the Project; and

(vii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the Construction Completion of the Project is achieved in accordance with the Contract Agreement; and

(viii) SPV should at all times be in compliance with the Foreign Exchange Management Act, 1999 and the Foreign Direct Investment Policy

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

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

2.2.8 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Consortium Member or Associate.

2.2.9 In computing the Technical Capacity and Financial Capacity of the Applicant/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

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

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Applicant or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Applicant or the Consortium as the case may be

2.2.10 The following conditions shall be adhered to while submitting an Application:

(a) Applicants 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, Applicants may format the

prescribed forms making due provision for incorporation of the requested information;

- (b) information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
- (c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

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

- (a) Where, on the date of the Application, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member;

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

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

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

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest

financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

### **2.3 Change in composition of the Consortium**

- 2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.
- 2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority (in its sole discretion) during the Bid Stage, only where:
  - (a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
  - (b) the Lead Member continues to be the Lead Member of the Consortium;
  - (c) the substitute is at least equal, in terms of Technical & Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
  - (d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.
- 2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
- 2.3.4 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date. Such Jt. Bidding Agreement shall be in the form as provided in this RFQ and shall to the satisfaction of the Authority.
- 2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

### **2.4 Number of Applications and costs thereof**

- 2.4.1 No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

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

## **2.5 Site visit and verification of information**

Applicants are encouraged to submit their respective Applications 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 Applicant**

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

## **2.7 Right to accept or reject any or all Applications/ Bids**

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

2.7.2 The Authority reserves the right to reject any Application and/ or Bid if:

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

If the Applicant/Bidder is a Consortium, then the entire Consortium (including its members) may be disqualified/ rejected. If such disqualification/ rejection occurs

after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) Invite the second lowest Bidder/ invite all bidders to submit their Bids in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

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

2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Towards this end, the Authority has the right to require the Applicant provide adequate evidence to the satisfaction of the Authority. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## **B. DOCUMENTS**

### **2.8 Contents of the RFQ**

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

#### **Invitation for Qualification**

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



## **Appendices**

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Bid Security format
- VI. Technical Proposal Data Sheet

### **2.9 Clarifications**

- 2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by fax and/or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### **2.10 Amendment of RFQ**

- 2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.
- 2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ.
- 2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

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

### **2.11 Language**

The Application 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 Applicant with the Application 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 Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

## **2.12 Format and signing of Application**

- 2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- 2.12.2 The Applicant shall submit Application online and submit 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ). In the event of any discrepancy between the online submission and physical submission, the one on e-procurement portal shall prevail.
- 2.12.3 The Application shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover for physical copy submission.

## **2.13 Sealing and Marking of Applications**

- 2.13.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.3, and scan and submit on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) mandatorily.
- 2.13.2 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.3, and seal it in an envelope and mark the envelope as “APPLICATION”. The Applicant shall seal the original, together with their respective enclosures, duly marking the envelopes as “ORIGINAL” The envelopes shall then be sealed in an outer envelope, which shall also be marked in accordance with Clauses 2.13.3 and 2.13.4.
- 2.13.3 Each envelope shall contain:
- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
  - (ii) Power of Attorney for signing the Application as per the format at Appendix-II;

- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (vi) Bid Security in the form of Demand Draft or Bank Guarantee as per format prescribed in Appendix –IV;
- (vii) copy of detailed methodology incorporating all points provided in Technical Proposal Data Sheet, as provided in Appendix-VI; and
- (vi) copies of Applicant’s duly audited balance sheet and profit and loss account for the preceding five years.

Each of the envelopes shall clearly bear the following identification:

“Application for Qualification: Udaipur Integrated Infrastructure Project”

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes<sup>5</sup>.

2.13.4 Each of the envelopes shall be addressed to:

ATTN. OF:	Mr. Sidharth Sihag
DESIGNATION:	Chief Executive Officer
ADDRESS:	Udaipur Smart City Limited C/o Municipal Corporation, Udaipur Town Hall, Udaipur, Rajasthan, India
TEL NO:	+91 (294) 242 1255
E-MAIL ADDRESS:	<a href="mailto:mc_udaipur@rediffmail.com">mc_udaipur@rediffmail.com</a>

2.13.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

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

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<sup>5</sup> For the avoidance of doubt, the copies of the documents to be submitted shall be either certified/attested copies. Certified copies shall bear the certified true copy stamp along with proper signature and stamp of the signatory, whereas the attested copy shall be attested by the Notary Public.

## **2.14 Application Due Date**

- 2.14.1 Applications should be scanned and submitted before 2359 hours IST on the Application Due Date, on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and at the address provided in Clause 2.13.4 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.13.4.
- 2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

## **2.15 Late Applications**

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

## **2.16 Modifications/ substitution/ withdrawal of Applications**

- 2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.
- 2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.16.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **D. EVALUATION PROCESS**

### **2.17 Opening and Evaluation of Applications**

- 2.17.1 The Authority shall open the Applications at 3000 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.
- 2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.17.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants 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 Any information contained in the Application shall not in anyway be construed as binding on the Authority, its representatives, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Applicant.
- 2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

## **2.18 Confidentiality**

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

## **2.19 Tests of responsiveness**

- 2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:
- (a) it is received as per format at Appendix-I.
  - (b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;

- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
- (e) it contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) it contains information in formats same as those specified in this RFQ;
- (g) it contains detailed methodology for each aspect as provided in Technical Proposal Data Sheet, as provided in Appendix-V;
- (h) it contains certificates from its statutory auditors<sup>5</sup> in the formats specified at Appendix-I of the RFQ for each Eligible Project;
- (i) it contains an attested copy of the receipt for payment of Rs. 100,000 (Rupees one lakh only) to Authority towards the cost of the RFQ document;
- (j) it contains an attested copy of the receipt for payment of Rs. 1,000 (Rupees one thousand only) to RISL towards fee for e-procurement portal management;
- (k) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
- (l) it does not contain any condition or qualification; and
- (m) it is not non-responsive in terms hereof.

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

## **2.20 Clarifications**

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

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<sup>5</sup>In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. QUALIFICATION AND BIDDING**

### **2.21 Pre-qualification and notification**

After the evaluation of Applications, the Authority would announce a list of pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been pre-qualified. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

### **2.22 Submission of Bids**

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents. The RFP may contain a technical and financial qualification criteria, which may or may not correspond with the criteria set out in the RFQ.

Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project. The Authority is likely to provide comparatively shorter time for submission of the Bids for the Project, however it shall not be less than the time prescribed under RTPP Rules. The Applicants are therefore advised to visit the site and familiarise themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

### **2.23 Proprietary data**

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

### **2.24 Correspondence with the Applicant**

Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation parameters

- 3.1.1 Only those Applicants who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.
- 3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
  - (b) Financial Capacity

#### 3.2 Technical Capacity for purposes of evaluation

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

- Category 1: Design, Construction and O&M experience on Eligible Projects in Integrated infrastructure similar to the one envisaged under this RFQ that qualify under Clause 3.2.3
- Category 2: Design, Construction and O&M experience on Eligible Projects in water sector that qualify under Clause 3.2.3
- Category 3: Design, Construction and O&M experience on Eligible Projects in sewerage sector that qualify under Clause 3.2.3
- Category 4: Design, Construction and O&M experience on Eligible Projects in power sector that qualify under Clause 3.2.3
- Category 5: Design, Construction and O&M experience on Eligible Projects in construction of utility duct under Clause 3.2.3
- Category 6: Design, Construction and O&M experience on Eligible Projects in laying of road sector and storm water system that qualify under Clause 3.2.3

For the purpose of this RFQ:

- (i) Integrated infrastructure would be deemed to include projects where any two or more of the following projects were executed simultaneously under the same area in a single project i.e. water supply, sewerage and undergrounding of cables, with or without a utility duct and IT solutions as envisaged under this RFQ or along similar lines; and
- (ii) water sector would be deemed to include, laying down water supply distribution network, pumping, domestic connections, water treatment and smart metering & water metering [It is clarified here that experience in laying water pipelines and their respective house connections is a



mandatory condition and minimum experience of Rs. 200 Cr must be provided];and

- (iii) Sewerage would be deemed to include laying sewerage lines, pumping stations and house connections [It is clarified here that experience in laying sewerage lines and their respective house connections is a mandatory condition and minimum experience of Rs. 200 Cr must be provided]; and
- (iv) power sector would be deemed to include undergrounding of utility, street light, telecom or other cables, HT/LT Cables, domestic connections, distribution and power metering [It is clarified here that experience in undergrounding of aforementioned cables is a mandatory condition for which minimum experience of Rs. 100 Cr must be provided]; and
- (v) Utility duct sector would be deemed to include design and installation of multi-utility ducts [In the case of utility duct, the experience presented shall be multiplied by a factor of 1.25 for single utility duct and 0.5 shall be added to the factor for every additional utility housed within the duct. For this purpose, the following categories may be considered separate utilities i.e. Power (LT, HT and street light cables); Water; Optical Fibre; Gas; Any/All other cables]; and
- (vi) Road sector would be deemed to include roads, streets, highways, bridges and storm water system [It is clarified that both the abovementioned conditions are mandatory and experience to the tune of minimum Rs. 50 Cr each must be provided].

3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.3 For a project to qualify as an Eligible Project under Categories 1 to 6:

For a project to qualify as an Eligible Project under Categories 1 to 6, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 10 (ten) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 10 (ten) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 50 crore (Rs. Fifty crore) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turnkey construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

Alternatively, the Eligible Projects under Categories 1 to 6, could also be considered, if:

- (a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public

sector entity or for providing non-discriminatory access to users in pursuance of its charter, Contract or contract, as the case may be;

- (b) the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;
- (c) the capital cost of the project should be more than Rs. 50 crore (Rs. Fifty crore) except as stated above; and
- (d) the entity claiming experience shall, during the last 10 (ten) financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets.

3.2.4 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or alongwith a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form except to establish experience for a specification where minimum experience is mandatory.

3.2.5 Applicant’s experience shall be measured and stated in terms of a score (the “**Experience Score**”). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2(A), divided by one crore and then multiplied by the applicable factor in Table 3.2.5 below. In case the Applicant has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

**Table 3.2.5: Factors for Experience across categories**

	Factor
Category 1	2.00
Category 2	1.50
Category 3	1.25
Category 4	1.25
Category 5*	1.25 for single utility duct 1.75 for multi utility duct
Category 6	1.00

\* In the case of utility duct, the experience presented shall be multiplied by a factor of 1 for single utility duct and 0.5 shall be added to the factor for every additional utility housed within the duct. For this purpose, the following categories may be considered separate utilities i.e. Power (LT, HT and street light cables); Water; Optical Fibre; Gas; Any/All other cables.

It is clarified that any amount of experience in the first category shall not count for more than 40% of Technical Capacity Threshold while calculating the total score. Similarly, any amount of experience in the second and third categories shall not count for more than 30% individually or 60% collectively. In the same vein, the experience of ducting shall not count for more than 25% while the experience for laying road shall not count for more than 5% only.

It is further clarified that for evaluation, the score counted towards design, construction and O&M shall be 100% when all there elements have been executed, while the score allowed shall be 75% and 50% respectively, if two of the three, and one of the three components has been executed by the Applicant.

3.2.6 \*\*\*Deleted\*\*\*

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

3.2.8 (a) The Experience Score of the Applicant shall be computed as a weighted average of the Experience Score of a member and its proposed equity stake (%) in the Consortium,

(b) Similarly, the Financial Score of the Applicant shall be computed as a weighted average of the Financial Score of a member and its proposed equity stake (%) in the Consortium,

The Financial Score herein would mean addition of 60% weightage for annual turnover and 40% weightage for net cash accruals.

Provided that the financial strength or the experience score taken into assessment will be only of those who contribute a minimum 26% share to the Consortium.

*Illustration:*

*For illustration and avoidance of any doubts, the following method is placed as clarification:*

*If Company A (Annual Turnover: Rs 2000 crores, Net Cash accruals: Rs. 250 Crore) & Company B (Annual Turnover: Rs 1000 crores, Net Cash accruals: Rs. 100 Crore) in a Consortium with shareholding of A as 80% and B as 20% then the Weighted Financial Score of the Consortium shall be:*

*The Financial Score would be*

*Company A:  $2000*60\% + 250*40\% = Rs. 1300$  Crore*

*Company B:  $1000*60\% + 100*40\% = Rs. 640$  Crore*

*For Weighted Financial Score of the consortium*

*$1300 \times 80\% + 640 \times 20\% = Crores$*

### **3.3 Details of Experience**

- 3.3.1 The Applicant should furnish the details of Eligible Experience for the last 10 (ten) financial years immediately preceding the Application Due Date.
- 3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- 3.3.3 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

### **3.4 Financial information for purposes of evaluation**

- 3.4.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Application is made.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Applicant must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.
- 3.4.4 In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Applicant or the Consortium Member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFQ.

### **3.5 Pre-qualification of Applicants**

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

The Authority may, in its discretion, maintain a reserve list of pre-qualified Applicants who may be invited to substitute or supplement the short-listed Applicants in the event of their withdrawal from the Bid Process or upon their failure to conform to the conditions specified herein; provided that a substituted Applicant shall be given at least 30 (thirty) days to submit its Bid.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, its representatives and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through a representative, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an representatives, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through a representatives, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract 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 Authority 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 Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.4 Notwithstanding the above clauses, the Bidder is required to completely comply with “ Code of Integrity” as provided in Chapter VI of RTPP Rules, 2013.

## 5. PRE-APPLICATION CONFERENCE

- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application conference. Applicants who have downloaded the RFQ document from the website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) should submit a Demand Draft of Rs. 100,000 (Rupees one lakh only) towards the cost of document, through their representative attending the conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 5.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Udaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
  - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, representatives 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.
- 6.4 The Bidder may appeal, with substantiated basis of such appeal, as provided Chapter VII of RTPP Rules, 2013.



APPENDIX I

**Letter Comprising the Application for Pre-Qualification**

*(Refer Clause 2.13.2)*

Dated:

To,  
The Chief Executive Officer,  
Udaipur Smart City Limited  
Municipal Corporation, Udaipur  
Udaipur, Rajasthan, India

Sub: Application for pre-qualification for Udaipur Integrated Infrastructure Project

Dear Sir,

With reference to your RFQ document dated .....<sup>s</sup>, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority.

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<sup>s</sup> All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

- (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document; and
  - (c) I/We have not directly or indirectly or through a representative engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Authority of the same immediately.

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

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

17. I/ We herby confirm that we [are in compliance of/ shall comply with] the O&M requirements specified in Clause 2.2.3.

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

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

20. I/We certify that in terms of the RFQ, my/our Annual Turnover is Rs. ....(Rs. in words), Net Cash Accruals is Rs. .... (Rs. in words),and Aggregate Experience Score is .....(number in words).

21. I/We certify that in terms of the RFQ, documents relating to experience for all mandatory specifications as listed in 3.2.1 have been enclosed as per Annex 2 and 4.

{22. We agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract Agreement in accordance with the Contract Agreement.}\$

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

Yours faithfully,

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

Place: Name and seal of the Applicant/ Lead Member

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

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<sup>S</sup>Omit if the Applicant is not a Consortium.

ANNEX-I

**Details of Applicant**

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Application.
  - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.2.6(d)} <sup>s</sup>	Percentage of equity in the Consortium {Refer Clauses 2.2.6(a), (c)& (g)}
1.			
2.			
3.			
4.			

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

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

**Name of Applicant/ member of Consortium:**

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

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

---

<sup>s</sup> All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

<sup>f</sup>or has been declared by the Authority as non performer/blacklisted

ANNEX-II

**Technical Capacity of the Applicant<sup>@</sup>**

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

Applicant type # (1)	Proposed Equity Shareholding in Consortium (%) (2)	Member Code* (3)	Project Code** (4)	Category <sup>s</sup> (5)	Experience <sup>¥</sup> (Equivalent Rs. crore) <sup>\$\$</sup>						Experience Score <sup>£</sup> (12)
					Category 1 (6)	Category 2 (7)	Category 3 (8)	Category 4 (9)	Category 5 (10)	Category 6 (11)	
Single entity Applicant			a								
			b								
			c								
			d								
Consortium Member 1			1a								
			1b								
			1c								
			1d								
Consortium Member 2			2a								
			2b								
			2c								
			2d								
<b>Aggregate Experience Score =</b>											

### Mandatory condition for the Applicant

*(Refer to Clauses 3.3 of the RFQ)*

Applicant type # (1)	Project Code** (2)	Category <sup>s</sup> (3)	Name of Project & Project Cost	Reference No. in the table above
Single entity Applicant	a	Category 2		
	b	Category 3		
	c.	Category 4		
	d	Category 6		
Consortium Member 1	1a	Category 2		
	1b	Category 3		
	1c	Category 4		
	1d	Category 6		
Consortium Member 2	2a	Category 2		
	2b	Category 3		
	2c	Category 4		
	2d	Category 6		

® Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3(b). Include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3. In case the Application Due Date falls within 3(three) months of the close of the latest financial year, refer to Clause 2.2.12.

# An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.9, shall be provided.

\* Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

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

§ Refer Clause 3.2.1.

§§ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 68 (sixty eight) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

£ Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.5 and in case of a Consortium, further multiply the result thereof by the proposed equity shareholding of the applicable Member, to arrive at the Experience Score for each Eligible Project.

For mandatory experience:

Category 2: experience in laying water pipelines and their respective house connections with a project cost of Rs. 200 Cr

Category 3: experience in laying sewerage lines and their respective house connections with a project cost of Rs. 200 Cr

Category 4: experience in undergrounding of power cables with a project cost of Rs. 100 Cr

Category 6: experience in roads, streets, highways, bridges and storm water system with a project cost of Rs. 50 Cr



ANNEX-III  
**Financial Capacity of the Applicant**  
*(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFQ)*  
**(In Rs. crore<sup>\$\$</sup>)**

Applicant type <sup>s</sup>	Member Code <sup>£</sup>	Proposed Equity Shareholding in Consortium (%)	Annual Turnover						Net Cash Accruals					
			Year 1 (4)	Year 2 (5)	Year 3 (6)	Year 4 (7)	Year 5 (8)	Average (9)	Year 1 (10)	Year 2 (11)	Year 3 (12)	Year 4 (13)	Year 5 (14)	Average (15)
(1)	(2)	(3)												
Single entity Applicant														
Consortium Member 1														
Consortium Member 2														
TOTAL														

**Name & address of Applicant's Bankers:**<sup>§</sup> An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

<sup>£</sup>For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

<sup>€</sup>The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

<sup>\$\$</sup> For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

**Instructions:**

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax (PAT) + Depreciation and Amortization + Decrease in Net Current Assets (excluding cash) + Any other non cash expenditure (including deferred tax) - Scheduled loan repayments and increase in net current assets (excluding cash).
3. Net Cash Accruals shall mean Profit After Tax + Depreciation
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ document.
6. The applicant shall also provide the name and address of the Bankers to the Applicant.
7. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFQ document.
8. For foreign entities, the Authority may verify all such claims to meet technical & financial eligibility and experience score through its country's embassy in India and any other reliable sources, as it may deem fit.

ANNEX-IV

**Details of Eligible Projects**

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

**Project Code:**

**Member Code:**

Item  (1)	Refer Instruction  (2)	Particulars of the Project  (3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received/ made for construction, OR (b) payments made for development of PPP projects and/ OR(c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	16	

**Instructions:**

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

Appendix I  
Annex-IV

2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” alongwith Member Code.
5. Refer to Clause 3.2.1 of the RFQ for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the ten (10) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). Expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3(c). Payments made/received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.3. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of project details, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. Contract grantor, counter party to PPA, etc.) may be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3.
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For PPP Projects, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double

counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

12. Certificate from the Applicant's statutory auditor<sup>§</sup> or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member/Associate may provide the requisite certification.
13. If the Applicant is claiming experience of PPP projects, it should provide a certificate from its statutory auditor in the format below:

**Certificate from the Statutory Auditor regarding PPP projects<sup>Φ</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that .....(*name of the Applicant/Member/Associate*) is/ was an equity shareholder in ..... (*title of the project company*) and holds/held Rs. ....cr. (Rupees ..... crore) of equity (which constitutes .....%<sup>ε</sup> of the total paid up and subscribed equity capital and voting rights) of the project company from .....(*date*) to .....(*date*)<sup>¥</sup>. The project was/is likely to be commissioned on .....(*date of commissioning of the project*).

We further certify that the total estimated capital cost of the project is Rs. ....cr. (Rupees .....crore), of which Rs. ....cr. (Rupees ..... crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

.....  
.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 of the RFQ during the past five financial years were Rs. ....cr. as per year-wise details noted below:

.....  
.....

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation Date:  
of the authorised signatory)

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

<sup>Φ</sup> Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

<sup>ε</sup> Refer instruction no. 10 in this Annex-IV.

<sup>¥</sup> In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that ..... (name of Applicant) constructed and/ or owned the ..... (name of project) from ..... (date) to ..... (date)."

14. If the Applicant is claiming experience of EPC Projects it should provide a certificate from its statutory auditors or the client in the format below:

<b>Certificate from the Statutory Auditor/ Client regarding construction works<sup>Φ</sup></b>	
Based on its books of accounts and other published information authenticated by it, {this is to certify that .....(name of the Applicant/Member/Associate) was engaged by .....(title of the project company) to execute .....(name of project) for .....(nature of project)} <sup>Ψ</sup> . The construction of the project commenced on .....(date) and the project was/ is likely to be commissioned on .....(date, if any). It is certified that .....(name of the Applicant/ Member/ Associate) received/paid Rs. ....cr. (Rupees ..... crore) by way of payment for the aforesaid construction works.	
We further certify that the total estimated capital cost of the project is Rs. ....cr. (Rupees .....crore), of which the Applicant/Member/Associate received/paid Rs. ....cr. (Rupees ..... crore), in terms of Clauses 3.2.1 and 3.2.3 of the RFQ, during the past five financial years as per year-wise details noted below: ..... .....	
<i>{It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/ consortium.}</i> <sup>▲</sup>	
Name of the audit firm:	
Seal of the audit firm:	(Signature, name and designation of the
Date:	authorised signatory).

<sup>Φ</sup> Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

<sup>Ψ</sup>In case the Applicant owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: “ this is to certify that ..... (name of Applicant/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the..... (name of Project company) when it undertook construction of the ..... (name of Project) through..... (name of the contractor).

<sup>▲</sup> This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate in the format below:

**Certificate from Statutory Auditor/ Company Secretary regarding Associate<sup>§</sup>**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (*name of the Associate*) is held, directly or indirectly<sup>£</sup>, by ..... (*name of Applicant/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFQ.

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

*{Describe the share-holding of the Applicant/ Consortium Member in the Associate}*

Name of the audit firm:

Seal of the audit firm:(Signature, name and designation of Date:the authorised signatory).

<sup>§</sup> In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

<sup>£</sup> In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score<sup>©</sup>.

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<sup>©</sup> Refer Clause 3.2.6 of the RFQ.

ANNEX-V

**Statement of Legal Capacity**

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

Ref. Date:

To,

\*\*\*\*\*

\*\*\*\*\*

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*



APPENDIX II

**Power of Attorney for signing of Application**

*(Refer Clause 2.2.5)*

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

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

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

For  
.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant 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 Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*
- *The Power of Attorney will have to be appropriately stamped for the higher of the stamp duty applicable in the state of signing and the State of Rajasthan. It should be noted that the stamp paper/franking should be done in the name of the person signing the power of attorney.*
- *The Power of Attorney should be duly notarised by a registered Notary.*

APPENDIX III

**Power of Attorney for Lead Member of Consortium**

*(Refer Clause 2.2.5)*

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

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

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

For .....  
(Signature)  
.....  
(Name & Title)

For .....  
(Signature)  
.....  
(Name & Title)

For .....  
(Signature)  
.....  
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant 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 Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*
- *The Power of Attorney will have to be appropriately stamped for the higher of the stamp duty applicable in the state of signing and the State of Rajasthan. It should be noted that the stamp paper/franking should be done in the name of the person signing the power of attorney.*
- *The Power of Attorney should be duly notarised by a registered Notary.*

APPENDIX IV

**Joint Bidding Agreement**

*(Refer Clause 2.13.2)*

*(To be executed on Stamp paper of appropriate value)*

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

**AMONGST**

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

**AND**

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

**AND**

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

**AND**

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

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

**WHEREAS,**

- (A) Udaipur Smart City Limited, established under the Companies Act, 2013, represented by its Chief Executive Officer and having its principal offices at municipal Corporation of Udaipur, Town Hall, Udaipur, Rajasthan -313001 (hereinafter referred to as the “**Authority**” which expression

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<sup>§</sup> The number of Parties will be shown here, as applicable, subject however to a maximum of 4 (four).

shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications**) by its Request for Qualification No. .... dated .....(the **RFQ**) for pre-qualification and short-listing of bidders for development and operation/ maintenance of Udaipur Integrated Infrastructure Project (the **Project**).

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

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

**4. Role of the Parties**

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

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

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

- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- {(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

## **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Contract Agreement.

## **6. Shareholding in the SPV**

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and networth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFQ.
- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- 6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the operation date of the Project.



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

**7. Representation of the Parties**

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, Contract, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

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

**8. Termination**

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

**9. Miscellaneous**

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
LEAD MEMBER by:

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

SIGNED, SEALED AND DELIVERED  
SECOND PART

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
THIRD PART

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
FOURTH PART

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
FIFTH PART

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
SIX PART

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

In the presence of:

1.

2.

*Notes:*

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

APPENDIX V

**Bank Guarantee for Bid Security**  
(Refer clauses 1.2.4)

B.G. No.

Dated:

1. In consideration of you, Udaipur Smart City Limited, having its office at Municipal Corporation of Udaipur, Town Hall, Udaipur, Rajasthan - 313001 (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under the Companies Act, 1956) and having its registered office at ..... (and acting on behalf of the Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the RFQ for **Udaipur Integrated Infrastructure Project at Udaipur, in the State of Rajasthan**(hereinafter referred to as “the Project”) pursuant to the RFQ Document dated \_\_\_\_\_ issued in respect of the Project, 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 Document, unequivocal irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFQ Document by the said Bidder and unequivocal, unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. 100,00,00,000/- (Rupees ten crore) 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 Authority 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 unconditional, unequivocal and irrevocable undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as setforth 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. 100,000,000/- (Rupees ten**

**crores only).**

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date or for such extended period as may be desired by the Authority and confirmed by the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for 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 Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs.100,000,000/- (Rupees Ten Crores) only**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by ..... Bank

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

**(SIGNATURE OF THE AUTHORISED SIGNATORY) (OFFICIAL SEAL)**

**[NOTE:**

In case of foreign Bidder, the Bid Security shall be issued by an issuer in India only. ]

**APPENDIX VI**

**Technical Proposal Data Sheet**

(Summary of expectation of technical details from Bidder  
for each project sub-components)



**Sub-Project 1: Design, Rehabilitation, Up-gradation and Construction of water distribution network and domestic 24X7 water supply in ABD area of Udaipur city**

Expected areas of design intervention and implementation program

- ▶ Pipe Network of varied sizes to reach last mile customer
- ▶ Improvement of delivery efficiency in transmission and distribution
- ▶ Implementation Program design with least inconvenience to moving traffic
- ▶ Outcome monitoring

Bidder's to provide their design & implementation approach on the following:

<b>Areas of consideration</b>	<b>Bidders' methodology for undertaking following aspects of the Project</b>
Water Treatment Plant	<ul style="list-style-type: none"> <li>• Intake system design/ channelization of flows</li> <li>• WTP Design &amp; treatment technology</li> <li>• water quality monitoring</li> <li>• Equipments compatible with ICT applications</li> <li>• Technical Specification of equipments</li> </ul>
Water supply Pipe Network design	<ul style="list-style-type: none"> <li>• proposed network design</li> <li>• coverage for 24x7 water supply</li> <li>• Specifications of pipes for each size</li> <li>• Joining of pipes</li> <li>• Levelling &amp; laying of pipelines</li> <li>• Smart metering technology, methodology on which the meter shall work, I/O parameters, ICT compatibility and specifications.</li> </ul>
Pumping Stations and Service Reservoir (SR)	<ul style="list-style-type: none"> <li>• Design, make, pumping efficiency, automation features</li> <li>• Capacity assessment &amp; Design of SR</li> </ul>
Activation of DMA	<ul style="list-style-type: none"> <li>• DMA numbers and size</li> <li>• DMA support infrastructure</li> <li>• Expected scheduling of DMA activation</li> <li>• Key challenges &amp; their solutions</li> </ul>
SCADA system overview	<ul style="list-style-type: none"> <li>• Extent of Coverage through SCADA system</li> <li>• Features of monitoring</li> <li>• Specifications of SCADA system technology</li> <li>• Smart linking of SCADA with other smart component and Command &amp; Control Centre</li> </ul>
NRW Reduction and management services	<ul style="list-style-type: none"> <li>• Baseline NRW model (Existing &amp; Finally achieved)</li> <li>• Leakage detection tools and their specifications</li> <li>• Time and frequency of leakage detection management</li> <li>• Decision tree for leakage management (detection to resolution)</li> <li>• System rehabilitation works</li> <li>• Stage wise NRW reduction – measurable</li> </ul>

<b>Areas of consideration</b>	<b>Bidders' methodology for undertaking following aspects of the Project</b>
Implementation Program	<ul style="list-style-type: none"> <li>• <i>Expected duration in completion of assignment</i></li> <li>• <i>Integration with other sub-projects</i></li> <li>• <i>Stretch specific or sub-sector specific priority</i></li> <li>• <i>Safety &amp; Security of implementation team and third parties</i></li> <li>• <i>Operation and Management Plan</i></li> <li>• <i>Key management team</i></li> </ul>
Monitoring & Evaluation parameters for contractor	<ul style="list-style-type: none"> <li>• <i>Areas of Inspection</i></li> <li>• <i>Monitoring parameters with timelines during implementation and O&amp;M phase</i></li> <li>• <i>ICT based monitoring mechanism</i></li> <li>• <i>Evaluation of performance of contractor</i></li> </ul>

**Sub-Project 2: Design, Rehabilitation, Up-gradation and Construction of sewerage network in ABD area and certain areas covered under AMRUT scheme of Udaipur city**

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Expected areas of design intervention and implementation program

- ▶ Pipe Network of varied sizes to reach last mile customer
- ▶ Improvement of sewage collection efficiency
- ▶ Implementation Program design with least inconvenience to moving traffic
- ▶ Outcome monitoring

Bidder's to provide their design & implementation approach on the following:

Areas of consideration	Bidders' methodology for undertaking following aspects of the Project
Sewerage Pipe Network design	<ul style="list-style-type: none"> <li>• <i>proposed network design</i></li> <li>• <i>coverage of complete area-last mile connectivity</i></li> <li>• <i>Specifications of pipes for each size</i></li> <li>• <i>Joining of pipes</i></li> <li>• <i>Levelling &amp; laying of pipelines</i></li> <li>• <i>Rehabilitation of old existing sewer network</i></li> <li>• <i>Trenchless Technology for laying of sewers</i></li> </ul>
SCADA system overview	<ul style="list-style-type: none"> <li>• <i>Extent of Coverage through SCADA system (Sewage Pumping Stations and Manholes)</i></li> <li>• <i>Features of monitoring</i></li> <li>• <i>Specifications of SCADA system technology</i></li> <li>• <i>Smart linking of SCADA with other smart component and Command &amp; Control Centre</i></li> </ul>
Manhole Overflow detection and Screenings mechanism and management	<ul style="list-style-type: none"> <li>• <i>Overflow detection sensors and their specifications</i></li> <li>• <i>Equipments in pumping stations with SCADA compatibility.</i></li> <li>• <i>Time &amp; Frequency of overflow detection management</i></li> <li>• <i>Decision tree for Overflow and Blockage management (detection to resolution)</i></li> </ul>
Implementation Program	<ul style="list-style-type: none"> <li>• <i>Expected duration in completion of assignment</i></li> <li>• <i>Integration with other sub-projects</i></li> <li>• <i>Stretch specific or sub-sector specific priority</i></li> <li>• <i>Safety &amp; Security of implementation team and third parties</i></li> <li>• <i>Operation and Management Plan</i></li> <li>• <i>Key management team</i></li> </ul>
Monitoring & Evaluation parameters for contractor	<ul style="list-style-type: none"> <li>• <i>Areas of Inspection</i></li> <li>• <i>Monitoring parameters with timelines during implementation and O&amp;M phase</i></li> <li>• <i>ICT based monitoring mechanism</i></li> <li>• <i>Evaluation of performance of contractor</i></li> </ul>

**Sub-Project 3: Design, Undergrounding of power, telecom and other cables along with Rehabilitation, Up-gradation and Construction of power distribution network and domestic connections across core area of Udaipur city**

Expected areas of design intervention and implementation program

- ▶ Electricity Network of varied capacities to reach last mile customer
- ▶ Improvement of delivery efficiency with minimum distribution losses
- ▶ Reduce accidents due to open wire network
- ▶ Implementation Program design with least inconvenience to moving traffic
- ▶ Outcome monitoring

Bidder's to provide their design & implementation approach on the following:

Areas of consideration	Bidders' methodology for undertaking following aspects of the Project
Electricity Network design	<ul style="list-style-type: none"> <li>• <i>proposed network design</i></li> <li>• <i>HT/LT ratio based on site topography to reduce losses</i></li> <li>• <i>Sub-station and Transformer type and their design (in or out of earth)</i></li> <li>• <i>Design of LT Feeder</i></li> <li>• <i>Positioning of RMUs</i></li> <li>• <i>Coverage of complete area – access to all varied road stretches</i></li> <li>• <i>Last mile connectivity to smart electric meters</i></li> <li>• <i>Cable specifications</i></li> <li>• <i>Smart Feeder Pillars</i></li> <li>• <i>Transformers – aesthetically appeasing and occupying minimum footprint area.</i></li> <li>• <i>Undergrounding of the Cables</i></li> <li>• <i>Typical designs showing provision of connections to Feeder pillars.</i></li> </ul>
Dismatling of existing network	<ul style="list-style-type: none"> <li>• <i>Dismantling Process of primary &amp; secondary distribution network &amp; Distribution Sub-stations, HT&amp; LT Poles etc.</i></li> <li>• <i>Usage of materials, if any</i></li> </ul>
SCADA system overview	<ul style="list-style-type: none"> <li>• <i>Extent of Coverage through SCADA system</i></li> <li>• <i>Features of monitoring</i></li> <li>• <i>Specifications of SCADA system technology</i></li> <li>• <i>Smart linking of SCADA with other smart component and Command &amp; Control Centre</i></li> </ul>
Theft detection mechanism and management	<ul style="list-style-type: none"> <li>• <i>Theft detection mechanism</i></li> <li>• <i>Time and frequency of Theft detection management</i></li> <li>• <i>Decision tree for Theft management (detection to resolution)</i></li> </ul>

<b>Areas of consideration</b>	<b>Bidders' methodology for undertaking following aspects of the Project</b>
Implementation Program	<ul style="list-style-type: none"> <li>• <i>Expected duration in completion of assignment</i></li> <li>• <i>Integration with other sub-projects</i></li> <li>• <i>Stretch specific or sub-sector specific priority</i></li> <li>• <i>Safety &amp; Security of implementation team and third parties</i></li> <li>• <i>Operation and Management Plan</i></li> <li>• <i>Key management team</i></li> </ul>
Monitoring & Evaluation parameters for contractor	<ul style="list-style-type: none"> <li>• <i>Areas of Inspection</i></li> <li>• <i>Monitoring parameters with timelines during implementation and O&amp;M phase</i></li> <li>• <i>ICT based monitoring mechanism</i></li> <li>• <i>Evaluation of performance of contractor</i></li> </ul>

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## Sub-Project 4: Design and Construction of Utility duct across core area of Udaipur city

Expected areas of design intervention and implementation program

- ▶ Multi-utility Network to reduce inconvenience & improve maintenance efficiency
- ▶ Implementation Program design with least inconvenience to moving traffic
- ▶ Outcome monitoring

Bidder's to provide their design & implementation approach on the following:

Areas of consideration	Bidders' methodology for undertaking following aspects of the Project
Duct design	<ul style="list-style-type: none"> <li>• <i>Number of utilities to be accommodated in the duct – water, OFC, power and Gas lines.</i></li> <li>• <i>Typical Designs of duct proposed for various road stretches with varying width (Varies from 1.0 m 12.0 m)</i></li> <li>• <i>Mechanical Infrastructure for accommodating and supporting the utilities inside the duct.</i></li> <li>• <i>Optional Analysis: Duct Along one side of the Road Vs both side of the Road; In terms of Cost, Ease / Difficulty In providing House Service Connections and O&amp;M.</i></li> <li>• <i>Methodology For providing utility connections to houses / commercial establishments / other entities.</i></li> <li>• <i>Equipments and their specifications for detecting smoke / fire / Gas inside the duct and their ICT compatibility.</i></li> <li>• <i>Dewatering and cleaning mechanism for the duct. Ducting construction and erection materials</i></li> <li>• <i>Convenience in maintenance / operation of the utilities as well as the duct.</i></li> <li>• <i>Last mile connectivity with over earth structures</i></li> </ul>
Implementation Program	<ul style="list-style-type: none"> <li>• <i>Expected duration in completion of assignment</i></li> <li>• <i>Integration with other sub-projects</i></li> <li>• <i>Stretch specific or sub-sector specific priority</i></li> <li>• <i>Safety &amp; Security of implementation team and third parties</i></li> <li>• <i>Operation and Management Plan</i></li> <li>• <i>Key management team</i></li> </ul>
Monitoring & Evaluation parameters for contractor	<ul style="list-style-type: none"> <li>• <i>Areas of Inspection</i></li> <li>• <i>Monitoring parameters with timelines during implementation and O&amp;M phase</i></li> <li>• <i>ICT based monitoring mechanism</i></li> <li>• <i>Evaluation of performance of contractor</i></li> </ul>

**Sub-Project 5: Design and Relaying of Roads & Storm Water System in ABD area of Udaipur City**

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Expected areas of design intervention and implementation program

- ▶ Improved Road Quality to enhance experience for users.
- ▶ Storm Water System design and layout.
- ▶ Road layout and Median design, if required.
- ▶ Road features for better visual appeal for tourists and citizens
- ▶ Implementation Program design with least inconvenience to moving traffic.
- ▶ Outcome monitoring.

Bidder's to provide their design & implementation approach on the following:

Areas of consideration	Bidders' methodology for undertaking following aspects of the Project
Road layout design	<ul style="list-style-type: none"> <li>• <i>Expected extent of damage on existing road</i></li> <li>• <i>Layout improvement, if any</i></li> <li>• <i>Design of Road sections</i></li> </ul>
Intersection Design	<ul style="list-style-type: none"> <li>• <i>Design of all critical intersections from functioning and visual perspective</i></li> </ul>
Technical Design and construction of roads	<ul style="list-style-type: none"> <li>• <i>Technical Features of proposed road improvement</i></li> <li>• <i>Materials for road construction</i></li> <li>• <i>Use of non-biodegradable materials in the road construction.</i></li> <li>• <i>Mechanical methods for construction of roads.</i></li> </ul>
Maintenance mechanism	<ul style="list-style-type: none"> <li>• <i>Maintenance of roads program</i></li> <li>• <i>Good Industry Practices for effective maintenance</i></li> </ul>
Pedestrianisation, Storm water System & Other components	<ul style="list-style-type: none"> <li>• <i>Extent of Pedestrianisation</i></li> <li>• <i>Design of Footpaths &amp; Road Furniture</i></li> <li>• <i>Design and management of Storm Water System.</i></li> </ul>
Implementation Program	<ul style="list-style-type: none"> <li>• <i>Expected duration in completion of assignment</i></li> <li>• <i>Integration with other sub-projects</i></li> <li>• <i>Stretch specific or sub-sector specific priority</i></li> <li>• <i>safety &amp; security of implementation team and third parties</i></li> <li>• <i>Operation and Management Plan</i></li> <li>• <i>Key management team</i></li> </ul>
Monitoring & Evaluation parameters for contractor	<ul style="list-style-type: none"> <li>• <i>Areas of Inspection</i></li> <li>• <i>Monitoring parameters with timelines during implementation and O&amp;M phase</i></li> <li>• <i>ICT based monitoring mechanism</i></li> <li>• <i>Evaluation of performance of contractor</i></li> </ul>