

RFQ-cum-RFP

For

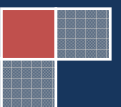
Construction of A DEDICATED
CORRIDOR (4 LANE INCLUDING
EXTRADOSED BRIDGE ACROSS
RIVER GANGA) FOR OLD,
DIFFERENTLY ABLED PERSONS
DURING KUMBH AND MAGH
MELA AT SANGAM, ALLAHABAD
(UP), INDIA on EPC Mode

April, 2016

Construction & Design Services, U.P. Jal Nigam

T.C.-38V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, U.P.
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www.cdsupjn.org





Construction & Design Services



Utter Pradesh Jal Nigam

(A U.P. Govt. Undertaking)

Head Office-T.C.-38 Vibhutikhand, Gomtinagar Lucknow-226010

Telephone-0522 2991475 Fax- 0522 2991476

Visit us: www.cdsupjn.org Email- director@cdsupjn.org

Ref: 556 / CGM-I / Dedi.Corri.All./16

Date- 5/5/2016

CORRIGENDUM

INVITATION FOR REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL

An NIT was floated vide this office' letter no. 496/CGM-I/ Dedi.Corri.All./16 dated 06.04.2016 for "Construction of a dedicated corridor (4-Lane) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (UP) India" (the 'Project') through an engineering, procurement and construction (the 'EPC').

Now as per the following particulars the said NIT is amended as below:-

SI. NO.	Name of the Project	Length (in Km)	Estimated Project Cost (Rs. in Crore)	Completion Period (Months)
1.	Construction of a dedicated corridor (4 Lane including Extradosed bridge across river Ganga) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (UP) India	7.28 Km. (Including 1.632 km. main 4-Lane Extradosed bridge and Composite girder across river Ganga)	763.00	30

Amended Schedule of bidding process is as follows:-

Date of Invitation of RFQ cum RFP	06.04.2016
Last date for receiving queries	20.05.2016
Pre-BID meeting-I	27.05.2016 at 15:00 Hours IST at venue published in NIT
Authority response to queries latest by	03.06.2016
Date of Sale of BID Document	From 10.06.2016 (Working Hours)
Last date of receiving queries	21.06.2016
Pre-BID meeting-II	25.06.2016 at 15:00 Hours IST at venue published in NIT
Authority response to queries latest by	29.06.2016
Last date of Sale of BID Document	04.07.2016 (Working Hours)
BID Due Date	05.07.2016 upto 15:00 Hours IST
Opening of Technical BID	05.07.2016 at 15:30 Hours IST
Declaration of eligible/qualified bidders	27.07.2016
Opening of Financial BID	29.07.2016 at 15:00 Hours IST

Sri Kamal Singh AE
11/5/16
71 55-0111125

Seen
11/5/16

The Bid Document comprising of draft EPC document and Feasibility Report can be obtained by submitting a written request to Director, C&DS, UP Jal Nigam Lucknow alongwith the contact details and non-refundable demand draft of a sum amounting to Rs. 80,000.00 (Rupees eighty thousand only) plus 14.5%VAT, drawn in favour of "Director, C&DS, UP Jal Nigam" payable on any Scheduled Bank at "Lucknow". Remaining conditions shall prevail as per previous notice.

Any further information and RFQ cum RFP document can be downloaded from our official website www.cdsupjn.org.

(A.K. Saxena)
Director

Endt. No. and Date as above:-

Copy forwarded to the following for information and necessary action:-

1. P.S. to Chairman, U.P. Jal Nigam, Lucknow.
2. Secretary, Urban Development, Govt. of U.P., Babu Bhawan, Lucknow.
3. Commissioner, Allahabad Division, Allahabad.
4. Managing Director, U.P. Jal Nigam, 6- Rana Pratap Marg, Lucknow.
5. District Magistrate, Allahabad.
6. Mela Adhikari, Sangam Area, Allahabad.
7. All CGMs/General Managers, C&DS, U.P. Jal Nigam.
8. Public Relations Officer, U.P. Jal Nigam, 6-Rana Pratap Marg, Lucknow in 6 copies to publish NIT in English and Hindi News papers of National coverage.
9. Project Manager, Unit-33, U.P. Jal Nigam, Allahabad.
10. SAO/PM(HQ)/PM(T), C&DS, U.P. Jal Nigam. Lucknow.
11. Notice Board/Website.


Director

कन्सट्रक्शन एण्ड डिजाइन सर्विसेज

chul-1

उत्तर प्रदेश जल निगम

(उपग्रो सरकार का उपक्रम)

प्रधान कार्यालय :- टी.सी.-38-वी. विभूति खण्ड, गोमती नगर लखनऊ-226010

फोन: +91 522 2728985 फैक्स: +91 522 2728988

Visit us at: www.cdsupjn.org

e-mail: director@cdsupjn.org

पत्रांक:496.....

ICM-3/Deli Con. All. 1/16

दिनांक: 6-4-2016

INVITATION FOR REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL

The Construction & Design Services, UP Jal Nigam an undertaking of Government of U.P., represented by its Director hereinafter referred to as 'Authority' is engaged in the civil construction works and as part of this endeavor, the Authority has been entrusted by Government of U.P. to undertake "Construction of a dedicated corridor (4-Lane) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (UP) India" (the 'Project') through an engineering, procurement and construction (the 'EPC') contract and has decided to carry out the bidding process for selection of the successful bidder to whom the Project may be awarded.

RITES Limited has been appointed as International Consultant by Authority for Project conceptualisation, development, structuring, and preparation of DPR and Bid Document on EPC module.

Brief particulars of the Project are as follows:

SI. No.	Name of the Project	Length (in Km)	Estimated Project Cost (Rs. in Crore)	Completion Period
1.	Construction of a dedicated corridor (4 Lane) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (U.P.) India	7.280 km. (Including 1.632 km. main bridge over river Ganga, via-duct, road etc.)	768.00	30 Months

Any further information and RFQ-cum-RFP document can be downloaded from our official website www.cdsupjn.org. Bidders are advised to visit our website on regular basis for updates.

However, the Bid Document comprising of draft EPC document and Project Report can be obtained by submitting a written request to Director, C&DS, UP Jal Nigam, Lucknow alongwith the contact details and non-refundable demand draft of a sum amounting to Rs. 3.00 Lacs (Rupees Three lacs only) plus 14.5% VAT, drawn in favour of "Director, C&DS, UP Jal Nigam" payable on any scheduled bank at Lucknow. In case Bid document is desired by post, postal charges @ Rs. 500.00 (Rupees Five hundred only) should be added to the

above amount.

Last date for receiving queries:

Date of sale of Bid document:

Pre bid conference:

Bid due date:

Technical Bid opening date:

Pre bid conference, bid collection and opening venue:

12.05.2016 (Upto 17:00 hours)

20.05.2016 to 03.06.2016 (Working hours)

25.05.2016 at 15.00 Hours IST

12.06.2016 up to 15:00 Hours IST

12.06.2016 at 15:30 Hours IST

Office of Director,
C&DS, UP Jal Nigam,
TC -38V, Vibhuti Khand,
Gomti nagar, Lucknow. 226010

PM (U-33)
AEC (Sv. Kamal Singh)

for 21-a. N.
12/4/16

C&DS, UP Jal Nigam reserves the right to terminate the complete process or any part thereof, to accept or reject any/all offer(s) at any stage of the process and/or modify the process or any part thereof or to vary any terms up to any extent without assigning any reason thereof.

(A K Saxena)
Director

Endt. No. and Date as above:

Copy forwarded to the following for information and necessary action.

1. P.S. to Chairman, U.P. Jal Nigam, Lucknow.
2. Secretary, Urban Development, Govt. of U.P., Bapu Bhawan, Lucknow.
3. Commissioner, Allahabad Division, Allahabad.
4. Managing Director, UP Jal Nigam, 6- Rana Pratap Marg, Lucknow.
5. District Magistrate, Allahabad.
6. Mela Adhikari, Sangam Area, Allahabad.
7. All CGMs/General Managers, C&DS, U.P. Jal Nigam.
8. Public Relations Officer, U P Jal Nigam, Rana Pratap Marg, Lucknow in 6 copies to publish NIT in English and Hindi news papers of National coverage.
9. Project Manager, Unit-33, C&DS, U.P. Jal Nigam, Allahabad.
10. SAO/PM (HQ)/PM(T), C&DS, U.P. Jal Nigam, Lucknow.
11. Notice Board/Website.


Director
06/04/2011

RFQ cum RFP for construction of a dedicated corridor (4 lane including Extradosed Bridge across river Ganga) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (U.P.) India on EPC Mode

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DISCLAIMER

The information contained in this Request for Qualification cum Request for Proposal document (the “**RFQ cum RFP**”) or subsequently provided to bidder(s), whether verbally or in documentary or any other form, by or on behalf of Construction & Design Services, U.P. Jal Nigam a department, of Government of UP, represented by its Director, U.P. Jal Nigam (the “**Authority**”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.

This RFQ cum RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective bidder(s) (the “**Bidder**”) or any other person. The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in the formulation of their technical and financial bids for qualification and selection of successful bidder pursuant to this RFQ cum RFP. This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority and/or its consultant in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ cum RFP. The assumptions, assessments, statements, data and information contained in this RFQ cum RFP or to be furnished later under the bidding documents, by the Authority and/or any of its consultant are, only indicative and for the sole purpose of making available to interested parties/Bidders information that may be useful to them in the formulation of their Bid. Such assumptions, assessments, statements, data and information may not be complete, accurate, adequate or correct. Each Bidder should therefore, before placing reliance on aforesaid assumptions, assessments, statements, data and information [furnished in this RFQ cum RFP or under any of Feasibility report etc referred to herein, by the Authority and/or any of its consultant] conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources. For avoidance of doubt, in case Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information [furnished by the Authority and/or its consultant, in this RFQ cum RFP or under any of Feasibility report etc referred to herein], then the same shall not in any manner bind/make liable the Authority and/or its consultant, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

Information provided in this RFQ cum RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority

accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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

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

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

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

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFQ cum RFP or

any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

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

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

GLOSSARY

Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.26
BID(s)	As defined in Clause 1.1.1
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.7
BID Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
BID Security	As defined in Clause 1.2.4
BID Stage	As defined in Clause 1.2.1
Price Bid	As defined in Clause 1.2.8
Construction Period	As defined in Clause 1.2.8
Contractor	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Defect Liability Period	As defined in Clause 1.2.8
Eligible Experience	As defined in Clause 3.2.1
Eligible Project	As defined in Clause 3.2.1
EPC	As defined in Clause 1.1.1
EPC Contract	As defined in Clause 1.1.2 & Clause 1.1.5
Estimated Project Cost	As defined in Clause 1.1.4
Experience Score	As defined in Clause 3.2.6
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of Uttar Pradesh
Jt. Bidding Document	As defined in Clause 2.2.6 (g)
Joint Venture	As defined in Clause 2.2.1 (a)
Lead Member	As defined in Clause 2.2.6 (c)
LOA	As defined in Clause 3.6.8
Lowest Bidder	As defined in Clause 1.2.8
Member	Member of a Joint Venture
Net Worth	As defined in Clause 2.2.4 (ii)
Project	As defined in Clause 1.1.1
Feasibility Report	As defined in Clause 1.2.3
Qualification	As defined in Clause 1.2.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFQ cum RFP or Request for Qualification cum Request for Proposal	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.6.6
Technical Capacity	As defined in Clause 2.2.2 (A)
Threshold Technical Capacity	As defined in Clause 2.2.2 (A)

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

1. INTRODUCTION

1.1 Background

1.1.1 The Construction & Design Services, U.P. Jal Nigam a department, of Government of UP, represented by its Director, U.P. Jal Nigam, is engaged in the development of highways and as part of this endeavour, the Authority has decided to undertake “Construction of a dedicated corridor (4 Lane including Extradosed Bridge across river Ganga) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (U.P.) India” (the “Project”) through an engineering, procurement and construction (the “EPC”) contract and has decided to carry out the bidding process for selection of the successful bidder to whom the Project may be awarded.

RITES Ltd. have been appointed as consultant by Authority for Project conceptualization, development, structuring, bid process management and assisting in final selection of the successful Bidder and award of Project.

Brief particulars of the Project are as follows:

Sl. No.	Name of the Project	Length (in Km)	Estimated Project Cost (Rs.)	Completion period
1.	Construction of a dedicated corridor (4 Lane including Extradosed bridge across river Ganga) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (U.P.) India	7.280 km. (including 1.632 km. main 4-Lane Extradosed bridge & composite girder across river Ganga)	Rs.763.00 crore *	30 Months

* Above cost includes Rs. 4.79 Cr. as cost of 10 nos. lifts to be installed.

In order to identify and select an entity for award of the Project, the Authority intends to carry out a single-stage competitive & integrated bidding process comprising of three envelopes containing technical bid [original and copies in two separate envelopes] and financial bid, namely (hereinafter collectively referred to as ‘**Bid**’.) The evaluation of the Bids would be carried out in two (2) mutually distinct and sequential processes. The first process involves qualification of Bidders through a test for responsiveness based on qualification criteria set forth herein. At this qualification stage, the qualification proposal comprising information of the Bidders on their technical capacity and financial capacity for undertaking the Project would be evaluated. Based on this stage, only those Bids that meet the technical capacity and financial capacity as set out in this RFQ cum RFP for the Project would be shortlisted / qualified and their financial bid would be opened for identification and selection of the Bidder to whom the Project, subject to the terms of this RFQ cum RFP, be awarded (the ‘**Selected**

Bidder')

- 1.1.2 The Selected Bidder (the “**Contractor**”) shall be responsible for undertaking design, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “**EPC Contract**”) 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. The Contractor shall also be responsible for remedying all defects and deficiencies, normal wear and tear expected, in the project highway or any section thereof during the defects liability period in terms of the EPC Contract.
- 1.1.3 The scope of work will broadly include designing, engineering, procurement and Construction of a dedicated corridor (4 Lane including Extradosed bridge across river Ganga) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (U.P.) India, and maintenance of the Project during the defects liability period, which is expected to be 4 (Four) years as more particularly to be set out in terms of the EPC Contract.
- 1.1.4 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The EPC Contract sets forth the detailed terms and conditions for award of the Project to the Contractor including the scope of the Contractor’s services and obligations.
- 1.1.6 The statements and explanations contained in this RFQ-cum-RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the EPC Contract or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFQ cum RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.1.7 The Authority shall receive Bids pursuant to this RFQ cum RFP in accordance with the terms set forth in this RFQ-cum-RFP and other documents to be provided by the Authority pursuant to this RFQ-cum-RFP as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a **single-stage three-envelope system** (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The pre-qualification process (the "**Qualification Stage**") of the Bidding Process involves pre-qualification (the "**Qualification**") of interested parties in accordance with the provisions of this RFQ cum RFP (the "**Bidders**") which expression shall, unless repugnant to the context, include the members of the Bidder bidding as joint venture of entities). At the end of this stage, the Authority shall shortlist pre-qualified Bidders fulfilling the qualification criteria; who shall be eligible for evaluation of their financial Bids at the price Bid stage of the Bidding Process (the "**Bid Stage**") comprising the opening and evaluation of financial bid (the "**Price Bid**").

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

1.2.2 In the Qualification Stage, Bidders would be required to furnish all the information specified in this RFQ-cum-RFP. Only those Bidders that are pre-qualified and short-listed by the Authority shall be eligible for opening of their Price Bids at the Bid Stage for the Project. Bidders are invited to examine the Project [including undertaking visit to the site(s)] in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project.

1.2.3 The RFQ cum RFP document can be downloaded from www.cdsupjn.org website. However, the Draft EPC document and Feasibility Report for the project shall be procured from Construction & Design Services, U.P. Jal Nigam T.C-38V, Vibhuti Khand, Gomati Nagar, Lucknow- 226010, (U.P) by submitting a demand draft of an amount equivalent to Rs. 80,000 (Rs Eighty Thousand only) plus 14.5% VAT in favour of Director, C&DS, U.P. Jal Nigam, Lucknow payable at any Nationalized Bank at Lucknow.

The Bidding Documents include the draft EPC Contract for the Project and the Feasibility Report prepared by the consultant of the Authority. Subject to the provision hereof, the aforesaid document and any addenda issued subsequent to this RFQ cum RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

The Bidders are mandatorily required to procure the Draft EPC Contract and Feasibility Report as indicated above before submission of their Bids.

The Feasibility Report prepared [for and on behalf of the Authority] by the Project development consultant, in respect of the Project are being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own due diligence, surveys, investigations and other detailed examination of the Feasibility Report before submitting their Bids. Nothing contained in the Feasibility Report shall be binding on the Authority or the Project development consultant, as the case may be, nor confer any right on the Bidders, and the Authority and/or the Project Development Consultant, as the case may be, shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report. For avoidance of doubt, in case Bidder places reliance on Feasibility Report and/or any aforesaid assumptions, assessments, statements, data and information [furnished by the Authority and/or its Project development consultant, or in this RFQ cum RFP], then, the same shall not in any manner bind/make liable the Authority and/or its Project development consultant, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the Feasibility Report, or the aforesaid assumptions, assessments, statements, data and information and the Bidders are expected to do their own due diligence and investigations into the Project and its related details prior to submission of their Bids.

The Bid shall be valid for a period of 120 days from the Bid Due Date as specified in Clause 1.3 for submission of bids. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

1.2.4 A Bidder is required to deposit, along with its Bid, a bid security equivalent to **Rs. 7.63 Crores (Rupees Seven Crore Sixty Three Lakh only)** (the "**Bid Security**"), in form of a bank guarantee issued by a nationalized bank in India in favour of the Authority in the format at Appendix- IV of this RFQ cum RFP; having validity period of 120 (one hundred and twenty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security of the Bidders shall be refundable not later than 60 days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has executed the EPC Contract and furnished the performance security in terms thereof.

1.2.5 Generally, the Lowest Bidder shall be the Selected Bidder. In case the Lowest Bidder withdraws or is not selected for whatsoever reason, the Authority may in its sole discretion annul the Bidding Process and invite fresh Bids.

1.2.6 During the Bid stage, Bidders are invited to examine the Project in greater

detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the implementation of the Project.

1.2.7 As part of the Bidding Documents, the Authority will provide a draft EPC Contract and feasibility report prepared by the Authority/its consultants and other information pertaining /relevant to the Project available with it.

1.2.8 Bids will be invited for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "**Bid Price**"). The total time allowed for completion of construction under the EPC Contract (the "**Construction Period**") and the period during which the Contractor shall be liable for rectification of any defect or deficiency in the Project after completion of the Construction Period (the "**Defect Liability Period**") shall be pre-determined, and will be indicated in the draft EPC Contract forming part of the Bidding Documents. The Bid Price shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the lowest Bid Price.

In this RFQ cum RFP, the term "**Lowest Bidder**" shall mean the Bidder who offers the lowest Bid Price [i.e lump sum contract price] for undertaking and fulfilling the obligations of the Contractor in terms hereof and more particularly the EPC Contract.

1.2.9 Intentionally left blank

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

Queries/ Request for Additional Information: RFQ Cum RFP for "Construction of a dedicated corridor (4 Lane including Extradosed Bridge across river Ganga) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (U.P.) India"

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

SI. No.	Event Description	Date
1.	Last date for receiving queries	20.05.2016

Sl. No.	Event Description	Date
2.	Pre-Bid meeting – (I) in Lucknow Venue: Office of Director, C&DS, UP Jal Nigam, TC-38 V, Vibhuti Khand, Gomtinagar, Lucknow, 226 010	27.05.2016 at 15:00 Hrs IST
3.	Authority response to queries latest by	03.06.2016
4.	Date of Sale of Bid Document	10.06.2016 to 04.07.2016 (Working hours)
5.	Last date for receiving queries	21.06.2016
6.	Pre-Bid meeting –(II) in Lucknow Venue: Office of Director, C&DS, UP Jal Nigam, TC-38 V, Vibhuti Khand, Gomtinagar, Lucknow, 226 010	25.06.2016 at 15:00 Hrs IST
7.	Authority response to queries latest by	29.06.2016
8.	Bid Due Date	05.07.2016 upto 15:00 Hrs IST
9.	Opening of Bid for Technical evaluation	05.07.2016 at 15:30 Hrs IST
10.	Declaration of eligible/qualified bidders	27.07.2016
11.	Opening of Financial Bid	29.07.2016 at 15:00 Hrs IST
12.	Letter of Award (LOA)	Within 90 days of Bid Due Date
13.	Validity of Bid	120 days of Bid Due Date
14.	Signing of EPC Contract	Within 15 days of Award of LOA

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

2.1.1 The Authority wishes to receive Bids in order to shortlist experienced and capable Bidders for the Project. The Price Bids for the short-listed Bidders shall be subsequently evaluated to select the Lowest Bidder.

2.2 Eligibility of Bidders

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

- (a) The Bidder may be a single entity or a group of entities (the “**Joint Venture**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture.
- (b) A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into a joint bidding agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:
 - (i) the Bidder, its member or Associates (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.2.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such

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

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other; or
 - (vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, 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 Bidder, 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-cum-RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation:

In case a Bidder is a Joint venture, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Joint Venture.

For purposes of this RFQ cum RFP, Associate means, in relation to the Bidder/ Joint Venture member, a person who controls, is controlled by, or is under the common control with such Bidder/ Joint Venture 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.

(e) Other eligibility conditions shall include:

(i) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as per following, based on information mentioned at Annexure-A of Appendix-I:

Assessed Available Bid capacity = $(A*N*2 - B)$ Where

A =Maximum value of civil engineering works in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress. The EPC projects include turnkey project/ Item rate contract/ Construction works.

N= Number of years prescribed for completion of the works for which Bids are invited.

B = Value (updated to the price level of the year indicated in table below under note) of existing commitments and on-going works to be completed during the next Two and a Half (2.5) years (period of completion of the works for which Bids are invited).

Note: 1.The statement showing the value of existing commitments and on-going works as well as the stipulated period completion remaining for each of the works listed should be countersigned by the Engineer in the charge, not below the rank of an Executive Engineer or equivalent. *Self-certification duly countersigned by the certified chartered accountant shall be considered for evaluation. However before signing of the Contract, the successful bidder shall be required to furnish the certificates issued by the client not below the rank of the Executive Engineer or equivalent.*

2. *In case of project experience from outside India, the certificate from client's representative not below the Project In charge duly countersigned by the Indian Embassy in that country/ apostille certificate in lieu should be submitted with the Technical Bid.*

The factor for the year for updation to the price level is indicated as under

Sl.No.	Particulars	Updation factor
1.	Year-1	1.00
2.	Year-2	1.05
3.	Year-3	1.10
4.	Year-4	1.15
5.	Year-5	1.20

- (ii) The Bidder* shall have completed at least one project in the last five years preceding the Bid Due Date involving construction of works having:
- i. 4 lane wide PSC Segmental Superstructure bridge of at least 1500 m length on well foundation (excluding approaches & viaduct) over a perennial stream/river;
 - ii. minimum 500 m length (2 lanes or more) bridge with at least one extradosed/cable stayed span of minimum 120m length over a perennial stream/river;
 - iii. at least 1750 m length of 4 lane wide road/ railway viaduct over well/pile foundation; and
 - iv. at least 2800 m length of 4 lane wide Road on embankment.

* In case of a Joint Venture all the members should collectively fulfill all the above criteria, in addition each member of the Joint Venture should individually fulfill at least one of the above criteria.

Note:- (i) A single railway line shall be considered as a two-lane road.

(ii) The bidder shall furnish the experience certificate issued by the client not below the rank of an Executive Engineer or equivalent.

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

(A) **Technical Capacity:**

- (i) For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have received payments for construction of Eligible Project(s), specified in Clause 3.2.1, such that the sum total thereof is at least **Rs. 1145.00 Crores (Rupees One Thousand One Hundred Forty Five Crores only)** (the “**Threshold Technical Capacity**”)
- (ii) Provided at least one similar work of **Rs. 382.00 Crores (Rupees Three Hundred Eighty Two Crores only)** shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in clause 3.2.1. For this purpose, a project shall be considered to completed, if more than 90% of the value of work has been completed and such completed value of work is

equal to or more than 50% of the estimated project cost.

(B) **Financial Capacity:** For demonstrating the financial capacity, the Bidders shall be required to have the minimum financial capabilities as set out below:

(i) **Net Worth:** The Bidder shall have minimum Net Worth equivalent to at least **Rs. 76.30 Crores (Rupees Seventy Six Crore and Thirty Lacs only)** at the close of last financial year immediately preceding the Bid Due Date.

(ii) **Working Capital:** The Bidder shall have minimum working capital (Net Cash Flow) equivalent to at least **Rs. 76.30 Crores (Rupees Seventy Six Crore and Thirty Lacs only)** at the close of audited financial year immediately preceding the Bid Due Date

In case Bidder is a Joint Venture, then requirement of minimum working capital is to be distributed between Members of such Joint Venture based on their percentage participation in share of works [to be undertaken under EPC Contract] in the manner set out in the example given below:

Example: Let Member-1 has percentage participation= M and Member-2 has percentage participation= N . If minimum working capital required is ' W ' then working capital of Member-1 shall be $\geq W M/100$ and working capital of Member-2 shall be $\geq W N./100$

(iii) **Profitability:** The Bidder shall be required to have positive "Profit before Tax" [as per its audited books of accounts] during the last 2(two) financial years immediately preceding the Bid Due Date.

In case the Bidder is a Joint Venture then the profitability of only Lead Member of such Joint Venture shall be evaluated for the purpose of eligibility under this sub-clause.

2.2.3 In case of a Joint Venture:

(i) The Threshold Technical Capacity and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 60% requirement of Technical and Financial Capacity required as per Clause 2.2.1(e), 2.2.2 (A)(i) and 2.2.2 (B) and each of other JV members shall meet at least 30% requirement of Assessed Bid Capacity, Technical and Financial capacity as per Clause 2.2.1(e), 2.2.2 (A) (i) and 2.2.2 (B). For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria.

(ii) For requirement of 2.2.2 (A) (ii). One similar work of 50% of Estimated Project Cost should have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 3.2.1 individually by any of the JV members as a single work.

2.2.4 The Bidders shall enclose with its technical bid, to be submitted as per the format at **Appendix-I**, complete with its Annexure, the following:

(i) Certificate(s) from its statutory auditors or the concerned client(s) stating the

payments received or in case of a PPP project, the construction carried out by itself, during the past 5 years, in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in PPP Projects as applicable the share in work done for that particular job/ contract by producing certificate from its statutory auditor or the client; and

- (ii) Certificate(s) from its statutory auditors net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

2.2.5 The Bidder should submit a Power of Attorney as per the format at **Appendix-II**, authorizing the signatory of the Bid to commit the Bidder. In case of a Joint Venture, the members should submit a Power of Attorney in favour of the Lead Member as per format at **Appendix-III**.

2.2.6 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:

- (a) Number of members (“Member”) in a joint venture shall not exceed 3 (three).
- (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the joint venture;
- (c) Members of the Joint Venture shall nominate one member as the lead member (the “Lead Member”). Lead Member shall meet at least 60% requirement of Technical and Financial Capacity required as per Clause 2.2.2 (A) & 2.2.2 (B) hereof. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Joint Venture;
- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;
- (e) an individual Bidder cannot at the same time be member of a Joint Venture applying for pre-qualification. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for qualification;
- (f) the Lead Member shall itself undertake and perform at least 30 (thirty) per cent of the total length of the Project Highway, and Lead Member shall hold at least 51% of equity share among the members/partners of Joint Venture, if the contract is allocated to the Joint Venture.
- (g) members of the Joint Venture shall have entered into a binding Joint Bidding

Agreement, substantially in the form specified at Appendix-VI (the “Jt. Bidding Agreement”), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:

- (i) convey the commitment(s) of the Lead Member in accordance with this RFQ cum RFP, in case the contract to undertake the Project is awarded to the Joint Venture;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the approximate share of work to be undertaken by each member of such Joint Venture;
 - (iv) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project including obligations during the defects liability period is achieved in accordance with the EPC Contract;
- (h) Except as provided under this RFQ cum RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement.

2.2.7 Any entity which has been barred by the Ministry of Road Transport & Highways or its implementing agencies for the works of Expressways, National Highways, ISC and EI works, and the bar subsists as on the date of Application, would not be eligible to submit the BID, either individually or as member of a Joint Venture.

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

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

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

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

2.2.9 In computing the Technical Capacity and Financial Capacity of the Bidders/

Members (in case of Joint Venture) shall be computed under Clauses 2.2.2, 2.2.4 and 3.2, the technical capacity and Financial Capacity of their respective Associates [defined later] would also be eligible for consideration; provided that such Associate continues to remain such Bidder's/its Member's Associate during the term of the EPC Agreement.

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

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

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent member if the Bidder is a Joint Venture) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose identity and/ or constitution is identical to that at qualification;
- (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Bidder is a joint venture, each Member should substantially satisfy the qualification requirements to the extent specified herein.

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

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

issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Members; then the Qualification of such Bidder or in the event described in sub-clause 2.2.11 (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

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

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

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

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2.3 Change in composition of the Joint Venture and Ownership

2.3.1 Change in the composition of a Joint Venture will not be permitted by the Authority during the Bidding Process or thereafter during the term of the EPC Contract; provided however that the Authority may in its sole discretion under exceptional circumstances decide to allow change in composition of the Joint Venture.

2.3.2 Intentionally Left Blank

2.3.3 Approval for change in the composition of a Joint Venture shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

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2.3.5 Intentionally Left Blank.

2.3.6 Intentionally Left Blank.

2.3.7 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Joint Venture Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFQ-cum-RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the EPC Contract but prior to the completion of defects liability period in respect of the Project, it would, notwithstanding anything to the contrary contained in the EPC Contract, be deemed to be a breach of the EPC Contract, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Contractor. In such an event, notwithstanding anything to the contrary contained in the EPC Contract, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security and/or retention money, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the EPC Contract or otherwise

2.4 Number Bids and costs thereof

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

2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The 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 and verification of information

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

For any assistance in respect to the site visit to the Bidders, Bidders can contact the following officer at Lucknow on the address given below:

Mr. K.G.Singh
General Manager (Ganga Bridge)
T.C-38V, Vibhuti Khand
Gomati Nagar,
Lucknow- 226010, (U.P)
Moblie: +91-9451953568
E-mail: gmcads13@gmail.com

2.6 Acknowledgement by Bidder

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

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the EPC Contract by the Contractor;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder 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 cum RFP 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 Bids

2.7.1 Notwithstanding anything contained in this RFQ cum RFP, the Authority

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

2.7.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

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

Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

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

2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

B. DOCUMENTS

2.8 Contents of the RFQ cum RFP

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

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

Appendices

- I. Letter Comprising the Application for Bid
Format for Bid
 - Annex– I Details of Bidder
 - Annex – II Technical Capacity of Bidder
 - Annex – III Financial Capacity of Bidder
 - Annex – IV Details of Eligible Projects
 - Annex – V Statement of Legal Capacity
- II Power of Attorney for signing of Bid
- III Power of Attorney for Lead Member of joint venture
- IV Bank Guarantee for Bid Security
- V Letter comprising the Price Bid
- VI Joint Bidding Agreement for Joint Venture
- VII Guidelines of the Department of Disinvestment

2.8.2 The draft EPC Contract provided by the Authority as part of the Bid Document shall be deemed to be part of this RFQ cum RFP.

2.9 Clarifications

2.9.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.10. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders of RFQ cum RFP without identifying the source of queries.

2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ cum RFP. 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 cum RFP

2.10.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFQ cum RFP 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 cum RFP and would be uploaded on the respective website(s).

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

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

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

2.12 Format and signing of Bid

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

2.12.2 The Bidder shall prepare one original set of the documents comprising the technical Bid (together with originals/copies of documents required to be submitted along therewith pursuant to this RFQ cum RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of the technical Bid, marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

2.12.3 The Bid and its copies shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be hard book bound . The Bid to be submitted by the Bidder shall not be required to be spirally bound /Loose bound.

2.13 Sealing and Marking of Bids

2.13.1 The Bidder shall submit the Bid consisting of 3 (three) envelopes as under and seal it in one single outer envelope.

Envelope 1: Technical Bid (ORIGINAL)

Envelope 2: Technical Bid (1 COPY)

Envelope 3: Price Bid (as per the format provided in **Appendix-V**)

2.13.2 **Envelope 1 and 2** shall contain original and copy of the technical Bid comprising following documents respectively:

- (i) Technical Bid in the prescribed format (**Appendix-I**) along with Annexures and supporting documents;
- (ii) Power of Attorney for signing the Bid as per the format at **Appendix-II**;
- (iii) if applicable, the Power of Attorney for Lead Member of Joint venture as per the format at **Appendix-III**;
- (iv) copy of the Jt. Bidding Agreement, in case of a Joint Venture, substantially in the format at **Appendix-VI**;
- (v) copy of Memorandum and Articles of Association, if the Bidder/ Joint Venture member is a body corporate, and if a partnership then a copy of its partnership deed;
- (vi) copies of Bidder's/ each Joint Venture member's duly audited balance sheet and profit and loss account for the preceding five financial years immediately before the Bid Due Date; and
- (vii) any other sector or project-specific requirement that may be specified by the Authority.
- (viii) Bid Security in the prescribed format (**Appendix-IV**);
- (ix) A copy of the Bidding Document with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred

hereinabove.

- (X) Attested Copy of the receipt of Payment of Rs. 80,000/- (Rupees Eighty Thousand only) plus 14.5% VAT to Authority towards the cost of the Bidding Document.

Envelope 3 shall consist of the Price Bid which is required to be furnished in the format at **Appendix-V**, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

Each of the envelopes shall clearly bear the following identification:

"RFQ cum RFP Bid: "Construction of a dedicated corridor (4 Lane including Extradosed bridge over river Ganga) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (U.P.) India."

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

2.13.3 Each of the envelopes shall be addressed to:

Mr. A.K. Rai
Chief General Manager (I)
Construction & Design Services, U.P. Jal Nigam,
T.C-38V, Vibhuti Khand
Gomati Nagar,
Lucknow- 226010, (U.P)
Moblie: +91-9450430833
E-mail: cgm1@cdsupjn.org

2.13.4 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 Bid submitted.

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

2.14 Bid Due Date

2.14.1 Bids should be submitted before 1500 hours IST on the Bid Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ cum RFP. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.15 Late Bids

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

2.16 Modifications/ substitution/ withdrawal of Bids

2.16.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid 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 Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Bids

2.17.1 The Authority shall open the Bids at 1530 hours IST on the Bid Due Date, at the place specified in Clause 2.13.3 and in the presence of the Bidders who choose to attend.

2.17.2 Bids 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 Bids in accordance with the provisions set out in Section 3.

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

2.17.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process 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 Bid without assigning any reasons.

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

2.17.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the eligible score, and may also, while computing the aggregate experience score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.17.7 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

2.18 Confidentiality

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

2.19 Tests of responsiveness

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

- (a) it is received as per format at **Appendix-I**.
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Joint Venture, the Power of Attorney as

specified in Clause 2.2.6 (c);

- (e) it contains all the information and documents (complete in all respects) as requested in this RFQ cum RFP;
- (f) it contains information in formats same as those specified in this RFQ cum RFP;
- (g) it contains certificates from its statutory auditors[§] in the formats specified at Appendix-I of the RFQ cum RFP for each Eligible Project;
- (h) it contains an attested copy of the receipt for payment of Rs. 80,000/- (Rupees Eighty Thousand only) plus 14.5% VAT to Authority towards the cost of the Bidding document;
- (i) it is accompanied by the Jt. Bidding Agreement (for Joint Venture), specific to the Project, as stipulated in Clause 2.2.6(g);
- (j) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof.

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

2.20 Clarifications

- (i) To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- (ii) If an Bidder does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. QUALIFICATION AND BIDDING

2.21 Short-listing and notification

After the evaluation of technical Bids, the Authority would announce a list of pre-qualified and shortlisted Bidders who will be eligible for participation in the Bid Stage and evaluation of their Price Bid. At the same time, the

[§] 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

Authority would notify the unsuccessful Bidders that they have not been qualified. The Authority will not entertain any query or clarification from Bidder who fail to qualify.

2.22 Submission of Bids

Price Bids for only those Bidders who are pre-qualified and shortlisted after evaluation of their technical Bids in terms hereof shall be opened by the Authority.

2.23 Proprietary data

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

2.24 Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.25 Other conditions

2.25.1 A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a Lead member of a Joint Venture shall not be entitled to submit another bid either individually or as a member of any Joint Venture, as the case may be.

2.25.2 Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the draft EPC Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the EPC Contract.

2.25.3 The Bidding Documents including this RFQ cum RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.25.4 A Bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such

Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the EPC Contract. In the event any such adviser is engaged by the selected Bidder or Contractor after issue of the LOA or execution of the EPC Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the EPC Contract and without prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security and/or retention money, as the case may be, which the Authority may have there under or otherwise, the LOA or the EPC Contract, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ cum RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of expiry of defects liability period in respect of the Project.

2.25.5 This RFQ cum RFP is not transferable.

2.25.6 Any award of Project pursuant to this RFQ cum RFP shall be subject to the terms of Bidding Documents

F. BID SECURITY

2.26 Bid Security

2.26.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.4 hereinabove in the form of an irrevocable and unconditional bank guarantee issued by a Nationalized Bank in India, in favour of the Authority in the format at **Appendix-IV** (the “**Bank Guarantee**”) and having a validity period of not less than 120 days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required.

2.26.2 Bid Security can also be furnished by the Bidder in the form of a demand draft drawn on a Nationalized in India, drawn in favour of **Director, Construction & Design Services, U.P. Jal Nigam payable at any Nationalized Bank at Lucknow** (the “Demand Draft”) having validity of at least 180 days from the Bid Due Date. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

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

- 2.26.4 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.26.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the EPC Contract and furnishing the Performance Security in accordance with the provisions thereof.
- 2.26.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.26.7 herein below. The Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFQ cum RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.26.7 The Bid Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and /or under the Agreement, or otherwise, under the following conditions:
- a) If a Bidder submits a non-responsive Bid;
 - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFQ cum RFP;
 - c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFQ cum RFP and as extended by mutual consent of the respective Bidders (s) and the Authority;
 - d) In the case of Selected Bidder, if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the EPC Contract; or
 - (iii) to furnish the Performance Security within the period prescribed therefor in the EPC Contract; or
 - e) In case the Selected Bidder, having signed the EPC Contract, commits any breach thereof prior to furnishing the Performance Security.

3. CRITERIA FOR EVALUATION OF BIDS

3.1 Evaluation parameters for Qualification Stage

3.1.1 Only those Bidders who meet the technical eligibility criteria specified in Clauses 2.2.2 and 2.2.3 above shall qualify for evaluation of their price Bids. Bids of Bidders/ Joint Venture who do not meet these criteria shall be rejected and their respective price bids shall be returned unopened.

3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:

- (a) Technical Capacity; and
- (b) Financial Capacity

3.2 Technical Capacity for purposes of evaluation

3.2.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

Category 1: Project experience on Eligible Projects in highways sector that qualify under Clause 3.2.3

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

Category 3: Construction experience on Eligible Projects in highways sector that qualify under Clause 3.2.4

Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4

For the purpose of this RFQ cum RFP:

- a) Highways sector would be deemed to include highways, expressways, bridges, tunnels and airfields; and
- b) Core sector would be deemed to include ports, airports, railways, metro rail, industrial parts/estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.
- l) In case of projects executed by applicant under category 3 and 4 as member of joint venture, the project cost should be restricted to the share of the applicant in the joint venture for determining eligibility as per provision under clause 2.2.2 (A ii). In case Statutory Auditor certifies that, the work of other member(s) is also executed by the applicant, then the total share executed by applicant can be considered for determining eligibility as per provision under clause 2.2.2 (A ii).

- II) Maintenance works are not considered as eligible project for evaluation as per Instruction No. 6 to Annex-IV. As such works with nomenclature like Pr, OR, FDR, SR, site/micro grading, surface renewal, resurfacing work, Tarring, B.T. surface work, temporary restoration, urgent works, periodic maintenance, repair & rehabilitation, one time maintenance, permanent protection work of bank, external pre stressing, repair of central hinge, short term OMT contract of NHAI, any type of work related to boarder fencing, work of earthwork alone, construction of building/hostels/hospitals, etc, or not specified shall be considered.
- III) The works such as Improvement in Riding Quality work (IRQP/IRQ), riding quality shall be considered for threshold technical capacity [2.2.2(A i)] but not for single completed works ([2.2.2(A ii)]).
- IV) Project in Highway sector shall constitute the following for the purpose of consideration under category 1 or 3 applicable, if:
 - (i) Widening / reconstruction / up-gradation works on NH / SH or on any category of road taken up under CRF, ISC / EI, SARDP, LWE
 - (ii) Widening / reconstruction / up-gradation works on MDRs with loan assistance from multilateral agencies or on BoT basis,
 - (iii) Widening / reconstruction / up-gradation work of roads in Municipal corporation limits, construction of Bypasses,
 - (iv) Construction of stand-alone bridges, ROB, tunnels w.r.t roads.
 - (v) Long term OMT works of NHAI/MoRT&H.
- V) The projects with the title of RIDF, PMGSY road, link road, city roads, rural road, sector/ municipality road, Bridges for railway line, work of metro rails (bridges/ tunnel), real estate projects which demonstrate road development/ construction bridges or culverts may be considered under category – 4.
- VI) In case both the estimated cost of project and revised cost of project are provided, the revised cost of project **shall be** considered for evaluation.

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

3.2.3 For a project to qualify as an Eligible Project under Categories 1 and 2:

- (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, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes even if it is not based on a long-term agreement with a public entity;
- (b) The entity claiming experience should have held, in the company owning 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 10% of the amount specified as the Estimated Project cost; and

- (d) The entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have itself undertaken the construction of the project for an amount equal to at least on half of the Project Cost of eligible projects, excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purposed of construction.
- 3.2.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the amounts (gross) actually received, during such 5 (five) financial years shall qualify for purposed of computing the Experience Score. However, receipts of less than [Rs. 77 crore (Rs. Seventy Seven crore)] shall not be reckoned as 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 turn-key construction contract/EPC contract for the project. Further, the cost of land shall not be included hereunder.
- 3.2.5 The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Joint Venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.2.6 For the purpose of assigning scores to the Bidder, its experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category would be the eligible receipts specified in Clause 2.2.2 (A), divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Table 3.2.6: Factors for Experience across categories

Categories of Eligible Projects	Multiplying Factor
Category 1	1
Category 2	0.50
Category 3	1
Category 4	0.5

- 3.2.7 The Experience Score determined in accordance with Clause 3.2.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

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

3.3 Details of Experience

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

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

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

3.4 Financial information for purposes of evaluation

3.4.1 The Bid must be accompanied by the audited annual reports of the Bidder (of each member in case of a Joint Venture) for last 5 (five) financial years, preceding the year in which the Bid is made.

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

3.4.3 The Bidder must establish a minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at **Annex-III of Appendix-I**.

3.5 Short-listing of Bidders

3.5.1 The credentials of eligible Bidders shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Bidder. In case of a Joint Venture, the Aggregate Experience Score of each of its Members, in terms hereof shall be summed up for arriving at the combined aggregate Experience Score of the Joint Venture.

3.5.2 The Bidders whose Aggregate Experience Score is at least equal to Threshold Technical Capacity, shall be shortlisted for evaluation of their financial Bids. at the Bid Stage.

3.6 Bid Stage

- 3.6.1 In the Bid Stage, Price Bids would be opened only for those Bidders who have been shortlisted in the Qualification Stage as per clause 3.5.2.
- 3.6.2 The Price Bids will be evaluated for the Project on the basis of lowest contract price quoted.
- 3.6.3 Price Bid is required to be furnished in the format at **Appendix-V**, clearly indicating both percentage figures and words and signed by the Bidder's authorized signatory. In the event of any difference between percentage figures and words, the percentage indicated in words shall be taken into account.
- 3.6.4 The Price Bids adjudged responsive in terms of requirements [as to whether it is signed, sealed, marked as stipulated and is accompanied with enclosures (if any) complete in all respects] as set out herein shall be evaluated to determine the Lowest Bidder/Selected Bidder
- 3.6.5 In the event that two or more Bidders quote the same amount (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.6.6 Subject to the provisions of Clause 2.7.1, the Bidder whose BID is adjudged as responsive in terms of Clause 2.19 and who quotes lowest contract price [i.e the Lowest Bidder] shall be declared as the Selected Bidder. In the event that the Authority rejects all Bids or annuls the Bidding Process, as the case may be, for whatsoever reason, it may, in its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.6.7 In the event that the Lowest Bidder withdraws or is not selected for any reason, the Authority may in its sole discretion annul the bidding process and invite fresh Bids from remaining eligible Bidders.
- 3.6.8 After selection, a letter of award (the "**LOA**"), shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.6.9 After acknowledgement of the LOA by the Selected Bidder as above, the Selected Bidder shall be required to : (i) comply with and fulfill the terms of the LOA and (ii) execute the EPC Contract with the Authority thin the period prescribed in clause 1.3 hereof. The Selected Bidder shall not be required to seek any deviation, modification or amendment in the EPC Contract.

3.7 Contacts during Bid Evaluation

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the EPC Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the EPC Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the EPC Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determined that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or EPC Contract, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the EPC Contract, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the EPC Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the 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 EPC Contract or arising there from, 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 the Clause 2.25.4 of this RFQ cum RFP, engaging in any manner whatsoever, whether during the

Bidding Process or after the issue of the LOA or after the execution of the EPC Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the EPC Contract, 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders shall be held at Lucknow, as specified in clause 1.3 of this RFQ cum RFP. Venue and time shall be informed through UP, Jal nigam website. Only those persons who have purchased (Proof for receipt of Payment of Rs. 80,000/- plus 14.5% VAT to Authority towards the cost of bidding document shall be brought during Pre-Bid meeting) the RFQ cum RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 The Bidder is advised, as far as possible, to submit the queries in writing or by fax or email and the same should be sent to the Authority on or before the specified date in schedule of bidding process in clause 1.3 of this RFQ cum RFP.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow 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 Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Bidding Documents and RFQ cum RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFQ cum RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) the Bidding Documents;
 - (b) the RFQ cum RFP.
- i.e. the Bidding Documents at (a) above shall prevail over the RFQ cum RFP at (b) above.

APPENDIX-I

Letter Comprising the Application for Bid *(Refer Clause 2.13.2)*

Dated:

To,

The Director,
Construction & Design Services (C&DS),
Uttar Pradesh Jal Nigam,
T.C-38V, Vibhuti Khand,
Gomati Nagar, Lucknow- 226010, (U.P)

Sub: Application for Bid for Construction of a dedicated corridor (4 Lane including Extradosed Bridge across river Ganga) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (U.P.) India.

Dear Sir,

With reference to your RFQ cum RFP document dated **06.04.2016** I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Contractor for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the JV partners have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or

arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (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 cum RFP document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ cum RFP, 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; and
 - (e) the undertakings given by us along with the Application in response to the RFQ cum RFP for the Project and information mentioned for the evaluation of the Bid Capacity in Annexure I were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.6 of the RFQ cum RFP document.
9. I/We believe that we/our Joint Venture satisfy(s) the Threshold Technical Capacity, Financial Capacity criteria and meet(s) the requirements as specified in the RFQ cum RFP document.
10. I/ We declare that we/ any Member of the Joint Venture or our/Joint Venture member, are not a Member of any other Joint Venture submitting a Bid for the Project.
11. I/We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint

- venture member 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 Joint Venture or any of our/their Joint venture member 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 Joint Venture or against our CEO or any of our directors/ managers/ employees.
 14. [I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFQ cum RFP at Appendix-VII thereof.]
 15. 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 guidelines referred to above, we shall intimate the Authority of the same immediately.
 16. I/ We acknowledge and agree that in the event of a change in control of any member of Joint Venture whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ cum RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Joint Venture or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 17. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ cum RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of Joint Venture, as per format provided at Appendix II and III respectively of the RFQ cum RFP, are also enclosed.
 18. 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 the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/ We have studied all the Bidding Documents carefully and also surveyed the [Project site and the traffic]. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
21. I/ We offer a Bid Security of **Rs. 7.63 Crores (Rupees Seven Crore Sixty Three Lakh only)** to the Authority in accordance with the RFQ cum RFP Document.
22. The Bid Security in the form of a Bank Guarantee is attached.
23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our Bid is not opened or rejected.
24. The Bid Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ cum RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
25. I/We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.
26. {We, the Joint Venture agree and undertake to be jointly and severally liable for all the obligations of the EPC Contractor under the Contract Agreement }.
27. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFQ cum RFP.
28. We certify that in terms of the RFQ cum RFP, our Net worth is Rs.(Rs. in words) and Experience Score is (number in words).

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

Yours faithfully,

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

Place:

Name and seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

ANNEX-I to Appendix I

Details of Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Projects:
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 Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Joint Venture:
 - (a) The information above (1-4) should be provided for all the members of the Joint Venture.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Bid.
 - (c) Information regarding role of each member should be provided as per table below:

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

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

- (d) The following information shall also be provided w.r.t. para 2.1.18 for each Member of the Joint Venture:

Name of Bidder/ member of Joint Venture:

No.	Criteria	Yes/No
1.	Has the Bidder/constituent of the Joint Venture been barred by the Ministry of Road Transport & Highways or its implementing agencies for the works of Expressways, National Highways, ISC and EI Works, from participating in bidding.	
2.	If the answer to 1 is yes, does the bar subsist as on Bid due date.	

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

Name of Applicant/ member of Joint Venture:

No.	Criteria	1st Last Year	2nd Last Year
1.	If bidder have either failed to perform for works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Joint Venture Member, as the case may be, or has been expelled / terminated by Ministry of Road Transport & Highways or its implementing agencies, for breach by such Bidder or any of its Joint Venture Member, along-with updated details of ongoing process of litigation / blacklisting.		

6. A statement by the Bidder and each of the members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the **last 2 years** is given below (Attach extra sheets, if necessary) w.r.t para 2.1.19:

ANNEX-II to Appendix I

Technical Capacity of the Bidder @ (Refer to Clauses 2.2.2(A),2.3, 3.2 and 3.3 of the RFQ cum RFP)

Applicant type	Project Code*	Category\$	Experience** (Equivalent Rs. Crore)\$	Experience Score£
			Payments received or construction of Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(6)
Single entity Applicant or Lead Member including other members of the Joint Venture	a			
	b			
	c			
	d			
	e			
	f			
Aggregate Technical Experience / capacity =				

Please also provide a CD containing the above filled table in editable format.

@ Provide details of only those projects that have been undertaken by the Applicant, or its Lead member including members in case of joint venture, under its own name separately and/ or by a project company eligible under Clause 3.2.3(b). In case of Categories 1 and 2, include only those projects where the payments received exceed the amount specified in Clause 3.2.4. 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.

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

\$ Refer Clause 3.2.1.

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

\$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 66 (sixty six) 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 3.2.6 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.7, and the product thereof shall be the Experience Score for such Eligible Projects.

NOTE:

In case of a Joint Venture, information in Annex-II and Annex-IV of Appendix-I shall be provided separately for other Members so as to establish that each such Member has 30 percent or more of the Threshold Technical Capacity. Such information may be provided as Annex-IIA, Annex-IIB, Annex-IVA and Annex-IVB respectively. (Refer Clause 2.2.3).

In case of project experience from outside India, the certificate from client's representative not below the Project In charge duly countersigned by the Indian Embassy in that country/ apostille certificate in lieu shall be considered.

Information required to evaluate the Bid Capacity under clause 2.2.1 (e):

To calculate the value of “A”

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

Sl. No.	Year	Value of Civil Engg. Works undertaken w.r.t. EPC Projects (Rs. In Crores)
1.	2015-16	
2.	2014-15	
3.	2013-14	
4.	2012-13	
5.	2011-12	

2. Maximum value of projects that have been undertaken during the F.Y. _____ out of the last 5 years and value thereof is Rs. _____ Crores (Rupees _____). Further, value updated to the price level of the year indicated in Appendix is as follows:

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

<p>..... Signature, name and designation of Authorised Signatory</p> <p>For and on behalf of (Name of the Applicant</p>

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

To calculate the value of “B”

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

Sl. No.	Name of Project /Work	Name of the employer	Percentage of participation of Bidder in the project	Stipulated period of completion as per Agreement /LOA with the Start date	Value of contract as per Agreement /LOA	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2015-16 price level
					Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8	9	10 (4x8x#)

- Note: Please also provide a CD containing the above filled table in editable format.

#Updation Factor as given below:

For Year	F.Y./Calendar Year	Updation Factor
1.	2015-16/2015	1.00
2.	2014-15/2014	1.05
3.	2013-14/2013	1.10
4.	2012-13/2012	1.15
5.	2011-12/2011	1.20

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

<p>..... Signature, name and designation of Authorised Signatory</p> <p>For and on behalf of(Name of the Applicant</p>
--

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

Date:
Place

ANNEX-III to Appendix I

Financial Capacity of the Bidder

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

(In Rs. Crore\$)

Applicant type	Net Worth£
(1)	Year 1
Single entity Applicant or Lead Member including other members of the Joint Venture	
Total	

Name & address of Applicant's Bankers:

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

£ The Applicant should provide details of its own Financial Capacity.

Instructions:

1. The Applicant 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;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit after Tax + Depreciation.
 3. Net worth (the “**Net worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
 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 Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ cum 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 cum RFQ document.

Financial DATA

Applicant's legal name**Date**

Group Member's legal name..... Page of Pages

Each Applicant or member of a JV must fill in this form

S. No.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		Year 2011-12	Year 2012-13	Year 2013-14	Year 2014-15	Year 2015-16
1	Total Assets					
2	Current Assets					
3	Total External Liabilities					
4	Current Liabilities					
5	Annual Profits Before Taxes					
6	Annual Profits After Taxes					
7	Net Worth [= 1 - 3]					
8	Working Capital [=2 - 4]					
9	Return on Equity					
10	Annual turnover (from construction)					
11	Gross Annual turnover					

Attach copies of the audited balance sheets, including all related notes, income statements for the last ten audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all

- relevant data for the last 5 years i.e. 2011 to 2015.
6. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock).
Shareholders equity does not include preferred shares.
7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature & stamp.

ANNEX-IV to Appendix I

Details of Eligible Projects

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

Project Code:

Entity: Self/Members:

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & nature of the project		
Name and Address of the Client	7	
Category	5	
Year-wise (a) payments received for construction, and/or (b) revenues appropriated for self construction under PPP projects	6	
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	

- *Note: Please also provide a CD containing the above filled table in editable format.*

Instructions:

1. Bidders are expected to provide information in respect of Eligible Projects in this Annexure. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFQ-cum-RFP, as the case may be. Information provided in this section is intended to serve as a back-up for information provided in the Bid. Bidders should also refer to the Instructions below.
2. The Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each of the Eligible Projects.
4. In case the Eligible Project relates to other Members, write "Member".
5. Refer Clause 3.2.1 of the RFQ-cum-RFP for category number.
6. The total payments received and/or revenues appropriated for self construction for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). In case of Category 2 and payments received only in respect of construction should be provided, but only if the amount received exceeds the minimum specified in Clause 3.2.4. Receipts for construction works should only include capital expenditure, and should not include expenditure on maintenance &

repair.

7. For projects in Categories 1 and 2, particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4
9. For projects in Categories 1 and 2, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.
11. Certificate from the Bidder's statutory auditor[§] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.
12. If the Bidder is claiming experience under Category 1 & 2[♣], it should provide a certificate from its statutory auditors or the client in the format given below:

Certificate from the Statutory Auditor/ Client regarding construction works[♠]

Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Bidder) was engaged by (title of the project company) to execute (name of project) for (nature of project)}. The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any) . It is certified that Applicant received payments from its Clients for Construction Works executed by them, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which the Bidder received Rs. cr. (Rupees crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFQ, during the past ten financial years as per year-wise details noted below:

.....

.....

It is further certified that the 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.[♠]

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

[♣] Refer Clauses 3.2.1 and 3.2.4 of the RFQ-cum-RFP.

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

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

We further certify that applicant has a share of _____% in the Joint Venture/Consortium.

Name of the audit firm:

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

Date:

15. 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^φ.

Note: *In case of project experience from outside India, the certificate from client's representative not below the Project In charge duly countersigned by the Indian Embassy in that country/ appostille certificate in lieu shall be considered.*

^φ Refer Clause 3.2.6 of the RFQ-cum-RFP.

ANNEX-V to Appendix I
Statement of Legal Capacity

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

Ref. Date:

To,

The Director,
Construction & Design Services (C&DS),
Uttar Pradesh Jal Nigam,
T.C-38V, Vibhuti Khand,
Gomati Nagar, Lucknow- 226010, (U.P)

Dear Sir,

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

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

We have agreed that _____ (insert individual's name) will act as our representative/ will act as the representative of the Joint venture on its behalf* and has been duly authorized to submit the RFQ-cum-RFP. Further, the 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 Bid

(Refer Clause 2.2.5)

Know all men by these presents, We.....
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name),
son/daughter/wife of and presently residing at
....., who is presently employed with us/ the Lead Member of our
Joint Venture and holding the position of, as our
true and lawful attorney (hereinafter referred to as the "Attorney") to do in our
name and on our behalf, all such acts, deeds and things as are necessary or
required in connection with or incidental to submission of our application
for pre-qualification and submission of our bid for the Construction of a
dedicated corridor (4 Lane including Extradosed Bridge across river Ganga) for old,
differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (U.P.)
India (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 EPC Contract and undertakings
consequent to acceptance of our bid, 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
EPC Contract with the Authority.

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

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

For

.....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

APPENDIX III

Power of Attorney for Lead Member of Joint Venture

(Refer Clause 2.2.5)

Whereas the ***** (“the Authority” has invited Bids from interested parties for the *** Project (the Project”).

Whereas, _____, _____, _____, and _____ (collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the RFQ cum RFP and other Bid documents including agreement in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

(Executants)

(To be executed by all the Members of the Joint Venture)

Witnesses:

1.

2.....

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-IV

Bank Guarantee for Bid Security (Refer Clauses 2.26)

B.G. No.

Dated:

1. In consideration of you, Chief General Manager, U.P. Jal Nigam and having its principal offices at T.C-38V, Vibhuti Khand, Gomati Nagar, Lucknow- 226010, (U.P) (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 provision of the Companies Act, 1956] and having its registered office at _____ [and acting on behalf of its JV] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Construction of a dedicated corridor (4 Lane including Extradosed bridge across river Ganga) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (U.P.) India Project on [EPC] basis (hereinafter referred to as "the Project") pursuant to the RFQ cum RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. 7.63 Crores (Rupees Seven Crore Sixty Three Lakh only)** as bid security (hereinafter referred to as the "**Bid Security**") 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 unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. 7.63 Crores (Rupees Seven Crore Sixty**

Three Lakh only)

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

be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

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 authorised 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. 7.63 Crores (Rupees Seven Crore Sixty Three Lakh 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)

APPENDIX V

(To be sealed in a separate envelope as per RFQ cum RFP)

Letter comprising the Price Bid
(Refer Clauses 2.13.1 and 3.6.3)

Dated:

The Director,
Construction & Design Services (C&DS),
Uttar Pradesh Jal Nigam,
T.C-38V, Vibhuti Khand,
Gomati Nagar, Lucknow- 226010, (U.P)

Sub: Construction of a dedicated corridor (4 Lane including Extradosed bridge across river Ganga) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (U.P.) India.

Dear Sir

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

1. I/We hereby submit our Price Bid and offer a lump sum contract price equivalent to Rs _____[...] (" Bid Price") as consideration for undertaking and fulfilling the obligations of the Contractor in terms of the RFQ cum RFP and more particularly the EPC Contract.
2. We hereby understand and agree that the Price Bids will be evaluated for the Project on the basis of the lowest Bid Price quoted by the Bidder. The Bid Price amount shall constitute the sole criteria for evaluation of Price Bids. The Project shall be awarded to the Bidder quoting the lowest Bid Price.
3. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFQ cum RFP.

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

Yours faithfully,
(Signature of the Authorised signatory)

Date:

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

APPENDIX-VI
Joint Bidding Agreement
(Refer Clause 2.2.6(g))

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

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

WHEREAS

(A) Director, U.P. Jal Nigam and having its principal offices at T.C-38V, Vibhuti Khand, Gomati Nagar, Lucknow- 226010, (U.P, (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bids**”) by its Request for Qualification-cum-Request for Proposal No***** (the “**RFQ-cum-RFP**”) for selection of bidders for designing, engineering, procurement and Construction of a dedicated corridor (4 Lane including Extradosed bridge across river Ganga) for old, differently abled persons during Kumbh and Magh Mela at Sangam, Allahabad (U.P.) India (the “**Project**”) through EPC Contract.

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.

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

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project in terms of the RFQ cum RFP, it shall enter into an EPC Contract with the Authority for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and thereafter during the term of the EPC Contract [in case selected for award of Project];
- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}
- (c) Party of the Third Part shall be {the Member of the Joint Venture}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFQ-cum-RFP and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

6. Share of work in the Project

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

First Party:

Second Party:

{Third Party:}

Further, the Lead Member shall itself undertake and perform at least 30(thirty) per cent of the total length of the Project Highway, and Lead Member shall hold at least 51% of equity share among the members/partners of Joint Venture, if the contract is allocated to the Joint Venture.

7. Representation of the Parties

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

- (a) Such Party is duly 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 Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental 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 expiry or earlier termination of the EPC Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not 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
DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND

For and on behalf of
SECOND PART by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

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

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the

executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.*
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

APPENDIX-VII

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

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

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

OFFICE MEMORANDUM

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

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

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process,

would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

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

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