

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

for

Shifting of existing 33 KV Bhambarda feeder passing through the AURIC-Shendra area including supply, implementation, testing and commissioning of new 33 KV single circuit overhead line of 9km at AURIC-Shendra and dismantling of existing 33 KV Bhambarda overhead line on EPC basis at AURIC-Shendra, Aurangabad, Maharashtra

VOLUME 1

PART 1 INSTRUCTION TO BIDDERS (ITB)

Oct 2021

Managing Director

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

Aurangabad Industrial Township Limited

Notice Inviting RFQ cum RFP

Dated: 05th Oct 2021

“Aurangabad Industrial Township Limited” is a special purpose vehicle formed with the equity participation of Central and State Government for procurement and construction of trunk infrastructure in Shendra-Bidkin Industrial Area (SBIA) near Aurangabad in Maharashtra.

The Aurangabad Industrial Township Limited (AITL) represented by Managing Director, invites bids from eligible contractors for the following project in the prescribed bid forms and proforma enclosed herewith through the e-Procurement site, for the Scope of Work described in the Bidding Documents. The details of the tender are given below:-

1.	Tender No.	AITL/SBIA/2021-22/008
2.	Name of Work	Shifting of existing 33 KV Bhambarda feeder passing through the AURIC-Shendra area including supply, implementation, testing and commissioning of new 33 KV single circuit overhead line of 9km at AURIC-Shendra and dismantling of existing 33 KV Bhambarda overhead line on EPC basis at AURIC-Shendra, Aurangabad, Maharashtra
3.	Location	AURIC-Shendra, Aurangabad, Maharashtra
4.	Tender Fee	Rs.25,000 (Rupees Twenty-Five Thousand only) including applicable taxes
5.	Bid Security	Rs. 3,00,000/- (Rupees Three lakh Only)
6.	Construction Period	90 days from the date of issue of LOA
7.	Defect Liability Period (DLP)	1 years
8.	Address for Correspondence	Managing Director, Aurangabad Industrial Township Limited Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East) Mumbai, Maharashtra State, India – 400093
9.	Details for Downloading Tender Document	The complete RFQ cum RFP document can be viewed/downloaded from website of https://aitl.eproc.in , www.auric.city from 05 th Oct 2021 to 26 th Oct 2021 (up to 1500 hrs. IST)
10.	Submission of Bid	Bid must be submitted online only at (https://aitl.eproc.in) on or before (up to 26 th Oct 2021 (at 1500 hours IST).

		Applications received online shall be opened on 26 th Oct 2021 (at 1600 hours IST)
11.	Email address for Pre Bid Queries	Mr. Nilesh Tidake (Sr. Manager Infrastructure) E- Mail- Nilesh.Tidake@auric.city Mr. Sagar Paraswar (Manager Infra) E- Mail – Sagar.paraswar@auric.c.it
12.	Email Address for site visit	Mr. Shailesh Dhabekar (AGM Infrastructure) E- Mail- Shailesh.dhabeka@auric.city Mobile Number – 9763463774

DISCLAIMER

This RFQ cum RFP is not an Agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The information contained in this Request for Qualification cum Request for Proposal document (the "RFQ cum RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Employer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFQ cum RFP. This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by The Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFQ cum RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Preliminary Design details/ information, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

Information provided in this RFQ cum RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ cum RFP.

The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ cum RFP. The issue of this RFQ cum RFP does not imply that the Employer is bound to select a Bidder or Contractor, as the case may be, for the Project and The Employer reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with

any demonstrations or presentations which may be required by The Employer or any other costs incurred in connection with or relating to its BID. All such costs and expenses shall remain with the Bidder and The Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

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

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

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

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

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1. INTRODUCTION

1.1 Project Information

1.1.1 Background

The Government of India is developing the Delhi Mumbai Industrial Corridor (DMIC) Project, as a global manufacturing and investment destination by utilising the high capacity 1,504 km long Western Dedicated Freight Corridor (WDFC) as the backbone. The DMIC project is being implemented jointly by the Government of India and the respective State Governments. Investment Regions/Industrial Areas have been identified for development, across six states namely Gujarat, Haryana, Madhya Pradesh, Maharashtra, Rajasthan and Uttar Pradesh.

A node/city level SPV has been formed as a joint venture between Government of India (GoI) and Government of Maharashtra (GoM) under the name "Aurangabad Industrial Township Limited (AITL)". The share of GOI through DMIC Trust is 49% and the remaining 51% is held by GoM through Maharashtra Industrial Development Corporation (MIDC). MIDC has notified 101 sq km of area for industrial development under SBIA.

The master plan of Shendra Bidkin Industrial Area (SBIA) comprises two parts viz. Part-I and Part-II. The Part-I consists of total area of 40.18 sq km, which is further divided into two parts, viz. Phase-I and Phase-II.

Phase-I namely the Shendra Region covers an area of 8.39 sq km located north of Jalna Road adjoining existing MIDC Shendra Industrial Park.

Phase-II of Part-I namely the Bidkin Region, which includes the remaining area of 31.79 sq km located near Bidkin for which the development works of various trunk infrastructure components are to be taken up and are nearing completion. Development of the Part-II of SBIA consisting of total area of 43.99 sq km out of which 178.09 Acres of land is identified to establish the Food and Agro Processing Park in this Bidkin Industrial Area.

As a part of development of the Shendra Area, The Aurangabad Industrial Township Limited (AITL), (the "Employer") intends for Shifting of existing 33 KV Bhambarda feeder coming from 220 KV MIDC, Shendra Sub Station passing through the AURIC-Shendra area including supply, implementation, testing and commissioning of new 33 KV single circuit pin type overhead line on 152x152 mm 11 meter RSJ Poles and 100 sq.mm AAAC of 9km with 2 Nos of underground ROB crossings by using 33 KV 3Cx300 sq.mm XLPE cable with double runs and dismantling of existing 33 KV Bhambarda overhead line at AURIC-Shendra on EPC basis at AURIC-Shendra, Aurangabad, Maharashtra (the "Project").

The Scope and brief particulars of the Project are as follows:

1. Shifting of existing 33 KV Bhambarda feeder coming from 220 KV MIDC, Shendra Sub Station passing through the AURIC-Shendra area including supply, implementation, testing and commissioning of new 33 KV single circuit pin type overhead line on 152x152 mm 11 meter RSJ Poles and 100 sq.mm AAAC of 9km with 2 Nos of underground ROB crossings by using 33 KV 3Cx300 sq.mm XLPE

cable with double runs and dismantling of existing 33 KV Bhambarda overhead line at AURIC- Shendra on EPC basis at AURIC-Shendra, Aurangabad, Maharashtra.

2. Dismantling of existing 33 KV Bhambarda overhead line passing through the AURIC-Shendra area and crediting of removed material in AURIC-Shendra Site office store. With transportation of material to the work site within 90 days.

The successful bidder shall conduct on site survey and establish permanent benchmarks at regular intervals to execute the work.

(a) Setting Out:

The Contractor shall be responsible for the accurate setting-out of the Works in relation to original site coordinates, lines and levels of reference. Detailed site survey and site visit is expected to be carried out by prospective bidder before bidding

The checking of any setting-out or of any line or level by the Engineer – in – charge shall not in any way relieve the Contractor of his responsibility for the accuracy there of and Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other items used in setting-out the Works. The Contractor shall give to the Engineer – in – charge not less than 48 hours' notice of his intention to set out or give levels for any part of the Work so that timely arrangement may be made for checking and issuing instructions.

(b) Specifications

All materials used shall be of high grade, free from defects and imperfection, recent manufacture and unused. The materials shall conform to the relevant standard specifications accepted and approved. The material should be inspected with due approval by MSEDCL authority. Test reports of the major item like 33kv pin insulator, 11kv disc insulator 70KN ,33kv cable, AAAC conductor etc. shall be submitted at the time of transporting the material to the work site.

The material to be used should be of the make approved by the MSEDCL and the method of construction should be as per the standard method of construction approved by MSEDCL & adhering to relevant Acts & rules in force. All relevant specifications of required materials and drawings shall be made available to AITL. All material should be approved and inspected / tested by MSEDCL and AITL.

(c) Co-ordination:

The contractor shall be responsible for the payment of supervision fees if any to be paid to MSEDCL the same amount shall be reimbursed in the bills with submission of valid receipt. All the approval's required from MSEDCL pertaining to the said works shall be taken by the contractor. Post completion of works the handing over of the assets on behalf of AITL to MSEDCL is the responsibility of the contractor.

(d) Defect Liability:

Defect liability period for one year

1.2 Brief description of Bidding Process

- 1.2.1 The Employer has adopted a **single stage two-part process** (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under two parts viz. Technical Bid and Financial Bid.
- 1.2.2 The Bidder has to compile and submit his Bid in accordance to requirements detailed in Clause 5 [Submission of Bids] of ITB
- 1.2.3 Eligibility and qualification of the Bidder will be first examined based on the details submitted under First Part i.e. Technical Bid with respect to eligibility and qualifications criteria prescribed in this RFQ cum RFP.
- 1.2.4 Prior to making an Application, the Bidder shall pay Tender Fee to the Employer as indicated in the clause 4.5 [Bid Validity] of the ITB. The Financial Bid under the second part shall be opened only for only the Bidders who's Technical Bids are found to be responsive to the eligibility and qualifications requirements as per this RFQ cum RFP.
- 1.2.5 In the Bid Stage, the aforesaid qualified Bidders, including their successors (the "Bidders"), are being called upon to submit their Financial offers (the "BIDs") in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of 180 days from the Bid Due Date.
- 1.2.6 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the Contract including implementation of the Project.
- 1.2.7 The Bidders can visit site, raise pre-bid queries and attend pre-bid meeting prior to Bid submission.

1.3 Schedule of Bidding Process

The Employer shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
i.	Date of availability of RFQ cum RFP	05 th Oct 2021
ii.	Last date for receiving queries	11 th Oct 2021
iii.	Pre-Bid meeting (If any bidder intends to attend online prebid meeting through MS team platform, the	12 th Oct 2021 @ 1200 Hrs in MIDC Office, Andheri, Mumbai

	prospective bidder shall request through email for acceptance of his online attendance via MS team)	
iv.	The Employer response to queries latest by	14 th Oct 2021
v.	Bid Due Date (BDD)	26 th Oct 2021 @ 1500 Hrs
vi.	Physical submission of bid security/ POA/etc	26 th Oct 2021 @ 1500 Hrs
vii.	Opening of Technical Bids	26 th Oct 2021 @ 1600 Hrs
viii.	Declaration of eligible/ qualified bidder	28 th Oct 2021 (Tentatively)
ix.	Opening of Financial Bid	29 th Oct 2021 (Tentatively)
x.	Letter of Award (LOA)	02 nd Nov 2021 (Tentatively)
xi.	Validity of BID	180th days from Bid Due Date
xii.	Signing of Contract	Within 10th days from LOA

1.4 Pre-bid Meeting and Pre-bid Clarifications

- 1.4.1 Pre-Bid meeting of the Bidders shall be convened at the designated date, time and place, as indicated in the Contract Data Sheet. A maximum of two representatives of each Bidder shall be allowed to participate on production of the Employer letter from the Bidder.
- 1.4.2 The Bidder or its official representative can attend pre-bid meeting, which will take place at the venue indicated in Contract Data Sheet.
- 1.4.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and thus the Bidders will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.
- 1.4.4 The Bidder is requested to submit any questions or queries by email, to the address provided in Volume 1 Part 2" Contract Data Sheet" (Sr.no 27). The questions or queries should reach the Employer not later than date specified before the date of pre-bid meeting.
- 1.4.5 The envelopes/communication shall clearly bear the following identification/Title: "Queries/Request for Additional Information: Shifting of existing 33 KV Bhambarda feeder passing through the AURIC-Shendra area including supply, implementation, testing and commissioning of new 33 KV single circuit overhead line of 9km at AURIC-Shendra and dismantling of existing 33 KV Bhambarda overhead line on EPC basis at AURIC-Shendra, Aurangabad, Maharashtra.

- 1.4.6 Minutes of the meeting, including the text of the questions raised and the responses given, will be shall be uploaded on to the eProcurement portal including a description of the inquiry but without identifying its source. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.
- 1.4.7 Bidders are advised to attend the pre-bid meeting. However, non-attendance at the pre-bid meeting will not be a cause for dis-qualification of a Bidder. Bidders who do not attend the pre-bid meeting assume the responsibility to comply with modifications to the Bidding documents and which are communicated through an Addendum.

1.5 Site Visit

- 1.5.1 The Bidder is advised to visit and examine the Project site and its surroundings and obtain for itself on its own responsibility all the information like site conditions, traffic, location, surroundings, potential developments during the construction period of the project, 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 that may be necessary for preparing the bid and entering into a contract for construction of the works. The costs of visiting the proposed site shall be at the bidder's own expense. Bidder can contact Employers personnel stated in Volume 1 Part 2" Contract Data Sheet" (Sr.no 28) for conducting their site visit.
- 1.5.2 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 1.5.3 The Employer may conduct a Site Visit concurrently with the Pre-Bid Meeting.

1.6 Corrupt or Fraudulent Practices

- 1.6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Employer may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or the Contractor, as the case may be, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Employer shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case

may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and/ or the Agreement, or otherwise.

1.6.2 Without prejudice to the rights of the Employer under Clause 1.6.1 hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Employer

1.6.3 The following terms shall have the meaning hereinafter respectively assigned to them:

“Corrupt practice” means

- i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
- ii. save and except as permitted under Clause 2.2.1 of this RFQ cum RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;

“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;

“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;

“Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;

“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.

2. GENERAL

2.1 Scope of Bid

2.1.1 Aurangabad Industrial Township Limited (AITL), (the "Employer") invites Bids for Shifting of existing 33 KV Bhambarda feeder passing through the AURIC-Shendra area including supply, implementation, testing and commissioning of new 33 KV single circuit overhead line of 9km at AURIC-Shendra and dismantling of existing 33 KV Bhambarda overhead line on EPC basis at AURIC-Shendra, Aurangabad, Maharashtra (as defined in these documents and referred to as "the Project".) The successful Bidder is expected to complete the Works, including Supply, Construction, Testing and Commissioning in 90 days after award of work as detailed stated in the clause 1.1.1 by the intended completion date specified in the **Contract Data Sheet**.

2.2 Eligible Bidders

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

1. The bidder shall have valid license electrical contractor with Class A registration in PWD electrical department.
2. The Bidder shall be a single entity. Joint Venture are not allowed.
3. A Bidder may be a company incorporated under the Indian Companies Act, 1956/2013.
4. 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.
5. The Bidder firm shall be profit (net) making firm and shall have made profit at least in consecutive three financial years out of the last four financial years prior to submitting the Bid. The Bidder should submit attested copies of auditor's report.

2.2.2 The Bidder **shall not** be falling under any one of the following criteria:

- A constituent of one Bidder is also a constituent of another Bidder
- Bidder has the same legal representative for purposes of this Bid as any other Bidder
- Bidder has a relationship with another Bidder directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other;
- Such Bidder or any of its Member thereof has participated as a consultant to the Employer in the preparation of any documents, Design or Technical specifications of the Project.

2.2.3 A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Employer in relation to the Project is engaged by the Bidder, or any of its Members, as the

case may be, in any manner for matters related to or incidental to the Project. This disqualification shall not apply where such adviser was engaged by the Bidder, its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ cum RFP.

2.2.4 Without prejudice to the satisfaction of the above requirements and any other prerequisites as per the terms of this RFP by the Bidder, a Bid may still be disqualified if it has, in the sole and exclusive opinion of the Employer:

1. Made any misleading or false representation or deliberately suppressed the information in the technical schedules/enclosures required to be submitted with /in support/as a clarification with respect to its Bid; and/or
2. Has been black-listed/debarred by any government/semi-government department/ public sector company in India (certificate from statutory auditor) in any other foreign country; and/or
3. All the directors in the company should also have not been a part of any other company which is been black listed/ debarred or pulled up for any offence
4. Has a record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses; and/or
5. Engaged in Fraud & Corrupt practices as mentioned under this RFQ cum RFP

2.2.5 Each Bidder shall provide a statement that it complies with Clause 2.3 in all respects and provide such further evidence of their eligibility satisfactory to the Employer as the Employer shall reasonably request.

2.3 Qualification of the Bidder

2.3.1 All bidders shall include the following information and documents with their Bids in duly completed Tender Forms in the order specified in Clause 5.1 [Sealing and Marking of Bids].

- Document defining the constitution or legal statutes, place of registration and principal place of business
- Written power of attorney of the signatory of the Bid to commit the Bidder
- Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years
- Evidence of adequacy of working capital for this contract (access to line of credit and availability of other financial resources);
- Information regarding any litigation, or arbitration resulting from contracts executed by the Bidder in the last 5 years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation and matter in dispute
- Experience in works of a similar nature and details of work carried out during the qualifying period
- The credentials to meet following Qualification Criteria clause from the

Client/Employer. No self - certification will be accepted.

2.3.2 Joint venture is not allowed to bid.

2.3.3 To be eligible for pre-qualification and evaluation of the bid, an Applicant shall fulfil the following conditions of eligibility:

In this the '**Similar Works**' or '**Similar Project**' will mean SITC (supply, installation, testing and commissioning) of at least 9 Km of 33KV overhead and 5 Km of underground line as single job of work shall be successfully completed during the last five financial years i.e. from the date of publishing the tender.

The Bidder has successfully handed over the project to the Client after successful completion, testing & commissioning.

1. Financial Capacity:

- i. **Minimum Value of Work:** The bidder shall have satisfactorily completed **at least one similar work** of value not less than **Rs. 2 Crores** during **last 5 years** (i.e. from 01-04-2015 to 31-03-2020) for any Central/State Government department (or) Central/State Autonomous Body (or) Central/State Public Sector.

Bidder should furnish information as required in ITB Vol 1, Part 6, ANNEXURE V: FINANCIAL CAPACITY - MINIMUM PROJECT VALUE to demonstrate compliance with the criteria of having executed and commissioned at least one similar project as defined above.

- ii. **Minimum Annual Financial Turnover:** The bidder shall have achieved a minimum annual financial turnover of **Rs. 1.5 Crores** (Rupees One crore Fifty lakhs only) during the last five financial years preceding the date of submission of bid; Bidder should furnish information as required in ITB Vol 1, Part 6, ANNEXURE III FINANCIAL CAPACITY QUALIFICATION INFORMATION – ANNUAL TURNOVER
- iii. **Net Worth:** The Bidder shall have a minimum Net Worth of **Rs. 1.5 Crores** (Rupees One Crore Fifty lacks only) as on 31st March 2020. Bidder should furnish information as required in ITB Vol 1, Part 6, ANNEXURE III FINANCIAL CAPACITY QUALIFICATION INFORMATION – ANNUAL TURNOVER
- iv. **Liquid Assets / Credit Facilities/Solvency certificate:** The bidder shall have Liquid Assets / Credit Facilities/ Solvency of not less than **Rs. 1 Crores** (Rupees One crore only) as on the date of submission of the bid. Bidder should furnish information as required in ITB Vol 1, Part 6, ANNEXURE IV BANK CERTIFICATE FOR ACCESS TO LINES OF CREDIT.
- v. IT (Income Tax Return) Clearance/ Paid of Last 3 Years.
- vi. The Bidder should be financially sound and should not have applied for Corporate Debt Restructuring (CDR) during last 5 Financial Years

2. Technical Capacity - Project Works:

- i. The bidder should have at least 10 years' experience as a prime contractor in the electrical works of a similar nature and complexity to that required under this contract.
- ii. The Bidder must demonstrate successful completion of at least one similar projects in last five years. Bidder should furnish information as required in ITB Vol 1, Part 6, ANNEXURE VI TECHNICAL CAPACITY – PROJECT QUALIFICATION INFORMATION
- iii. The Bidder must have adequate engineering capacity and staff on their Payroll with relevant expertise and experience in the Construction of similar Projects. Bidder should furnish information as required in ITB Vol 1, Part 6, ANNEXURE X – ENGINEERING AND CONSTRUCTION CAPACITY.
- iv. The Bidder must have adequate Plant Machinery and Equipment pertaining to civil construction either owned or leased. Bidder should furnish information as required in ITB Vol 1, Part 6, ANNEXURE X – ENGINEERING AND CONSTRUCTION CAPACITY. The bidder should dedicate exclusively all the machinery & equipment required for this project at any point of time

3. Bid Capacity:

Bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. Bidder should furnish information as required in ITB Vol 1, Part 6, ANNEXURE V: FINANCIAL CAPACITY - MINIMUM PROJECT VALUE AND BID CAPACITY.

Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

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 under:

Assessed Available Bid capacity = $(A \times N \times 2.5 - B)$, where

A = Maximum value of construction works executed in anyone year during the last four years (updated to the price level of the year indicated below*) considering the completed as well as works in progress.

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

B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the Construction Period of this work.

Note: The Statement showing the value of existing commitments and on-going works as well as the stipulated period completion remaining for each of the works listed should be countersigned by the Statutory Auditor of the company. Also, such list of ongoing works including agreement values and balance works shall be declared on non-judicial stamp paper of worth INR 100/- and notarized.

*The following updation factor shall be applicable for updating the values of work to bring them to the base year. The current financial year in which the BID is invited shall be considered as base year.

Year	Financial Year	Updation Factor*
Base (Year of Inviting tenders)	2020-2021	1.0
-1	2019-2020	1.1
-2	2018-2019	1.21
-3	2017-2018	1.33
-4	2016-2017	1.46
-5	2015-2016	1.61

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

2.3.4 Bidders shall submit satisfactory performance certificates in support of each quoted reference along with the copy of work/purchase order with the completion certificate. The certificate should be signed by an officer not below the rank of Executive Engineer/Municipal Commissioner, administrative head in case of municipal/government client or the rank of General Manager in case of public/private sector. The certificate should include the details of Name, location and brief scope of project, technology provided, Project value, flow details.

2.3.5 Ongoing projects or the projects which are yet to be commissioned shall not be considered for evaluation.

2.4 One Bid per Bidder

Each bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will be disqualified. No firm can be a subcontractor while submitting a Bid individually in the same Bidding process. A firm, if acting in the capacity of a subcontractor in any Bid, may participate in more than one Bid in that capacity.

2.5 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

3. BIDDING DOCUMENTS

3.1 Content of Bidding Documents

Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will be disqualified. No firm can be a subcontractor while submitting a Bid individually in the same Bidding process. A firm, if acting in the capacity of a subcontractor in any bid, may participate in more than one bid in that capacity.

3.1.1 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 3.2.

- Invitation for Bids
- Instructions to Bidders and Conditions of Contract

3.1.2 The Draft Contract Agreement provided by the Employer as part of the Bid Document shall be deemed to be part of this RFQ cum RFP.

3.1.3 The Bidder is expected to carefully examine the contents of the Bidding documents. Failure to comply with the requirements of Bid submission will be at the Bidder's own risk. The Bids which are not substantially responsive to the requirements of the Bidding documents will be rejected.

3.1.4 Bidders are informed that the site investigation information which may be provided is only for Bidder's information and the Employer does not warrant either its accuracy or sufficiency. The Bidder is responsible to inspect and examine the site, its surroundings and other available information and data, and to have satisfied himself, so far as practicable, before submitting the bid as to the form and nature of the site, the hydrological and climatic conditions, the extent and nature of works, the means of access to the site and the accommodation he may require, and all other risks, contingencies and circumstances which may influence or affect the Bid. Bidders are also advised to carry out any additional survey or investigations that may deem to be appropriate or necessary before submitting the Bid.

3.1.5 The terms Bid and Tender and their derivatives (Bidder/Tenderer, Bid/Tender, Bidding/Tendering, etc) throughout these Bidding documents are synonymous and day means calendar day. Singular also means plural.

3.2 Clarification of Bidding Documents

3.2.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Employer in writing or by fax and e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3 also stated in Part 1 Vol 2 "Contract data sheet" (Sr. No 27). The Employer shall endeavour to respond to the queries within the period specified therein, but no later than 5 (five)day prior to the **Bid Due Date**. The responses will be sent by fax or e-mail. The Employer will forward all the queries and its

responses thereto, to all Bidders without identifying the source of queries.

- 3.2.2 The Employer shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification which is not in relevance to the Bid, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.
- 3.2.3 The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Employer or its employees or representatives shall not in any way or manner be binding on the Employer.

3.3 **Amendment of Bidding Documents**

- 3.3.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by issuing addenda.
- 3.3.2 Any addendum thus issued shall be part of the Bidding documents pursuant to clause 3.2.3 and shall be communicated in writing or by fax to all Bidders. Prospective Bidders shall acknowledge receipt of each addendum by fax to the Employer within one working day of receipt. Even though the same is not acknowledged within the specified time it shall be deemed that the addendum is received by the Bidder.
- 3.3.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the Bid Due Date.

4. PREPARATION OF BIDS

4.1 Language of Bid

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

4.2 Documents Comprising the Bid

4.2.1 The Bid submitted by the Bidder shall comprise two parts with one containing the Technical Proposal and the other containing Financial Proposal, both submitted at the same time.

4.2.2 The Technical Proposal shall comprise General Requirements, Employer's Requirements covering the fully completed Technical Specifications, Technical Schedules, Indicative Tender Drawings and any other relevant document. Without limiting the generality of the foregoing, the Technical Proposal shall contain following:

- Bid Security in the form of Original Bank Guarantee from a Scheduled bank as specified;
- Power of Attorney for authorized signatory for this bid;
- Bid Form for Technical Proposal, signed by the authorized signatory;
- All pages of Tender and Appendix to Tender, signed by the authorized signatory;
- Any other information/data required to be submitted in the Technical Proposal by the bidders in accordance with these Instructions to Bidders.

4.2.3 The Financial Proposal shall be comprised of the fully completed Price Bid as per instruction given on Procurement website indicating capital cost with breakup.

Without limiting the generality of the foregoing, the Financial Proposal shall contain the following:

- Bid Form for Financial Proposal; signed by the authorized signatory;
- Schedule of Prices and Schedule of Payments;
- Any other materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders.
- The Financial Proposal shall be completed as per the itemized break down detailed in the price
- schedules. A Lump-sum price without the detailed breakdown will be deemed as a non-responsive bid and the Bid will be rejected.

4.2.4 The Bid Form, Appendix to Bid and unit rates and price shall be filled-in without exception,

subject to extensions thereof in the same format and to the provisions of Clause 4.6 regarding the alternative forms of bid security.

4.3 Bid Prices

- 4.3.1 Unless otherwise specified in Employer's Requirements, Bidders shall quote for the entire facilities such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding documents in respect of the Investigation, preparation of Construction Documents, manufacture, including Procurement and subcontracting (if any), delivery, Construction, Installation, completion of the facilities and works. This includes all requirements under the Contractor's responsibilities for inspecting, testing, pre-commissioning, commissioning and trial run of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licences, etc., operation and maintenance during Defect Notification Period and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the Conditions of Contract. The price bid shall include the cost of pre- despatch inspections and testing by the Employer's personnel or any authorized person/agency whether inside country or outside the country.
- 4.3.2 The quoted rates shall be for finished work and shall be inclusive of all costs including manufacturing, supply, transportation and safe storage of materials at site, cost of insurance and protection of the Works, accommodation and sanitation of the Workers, protection of workmen, working notices, temporary works, drainage facilities and/or detour, sign boards, public protection including providing security personnel, barricades and lighting, etc., incidental costs, taxes, duties, work contract tax, levies, royalties, custom duties and charges of any kind whatsoever, payable on the components or the complete works and satisfactory performance of the bidder's obligations under this contract.
- 4.3.3 The quoted prices for the works during testing and commissioning, defect notification period shall including cost of all materials, repairs, staff, labour etc. to upkeep the project works in perfect condition to the desired standards and quantity.
- 4.3.4 The bidder has to quote in a way that his prices shall include for all the liabilities and Contractual obligations including all taxes, duties, levies, cess etc. wherever payable and applicable on the date of submission of their bids whether separately specified or not.
- 4.3.5 The Bidder shall give a break-up of prices in the manner and detail called for in the Schedule of Prices. The Bidder shall fill unit rates and prices for all items of the Works described in the Schedule of Prices. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Schedule of Prices.
- 4.3.6 The Bidders shall fill in the prices for all items of the Works as applicable and no alteration or addition shall be made to the Schedule by the bidders. Quoted rates must typed out clearly and legibly in both figures and words against each item of the Works. The Employer reserves the right to reject any incomplete or not fulfilling the conditions of quoting the rates in figures and words, without assigning any reason thereof.

- 4.3.7 The Bidder shall be familiar with the Tax laws of India. In the various Schedule of Prices, Bidders shall give required details and breakdown of their prices including all duties, taxes and other levies and charges payable by the Contractor under the Contract, as of the date 28 days prior to the deadline for submission of bids as under:
1. Civil Works, including site investigations, layout as applicable, all services, labour, materials, consumables, and all matters and things of whatsoever nature, including transportation, provision of as-built drawings etc., as described in the bidding documents and as necessary for the proper execution and completion of the Civil Works in accordance with the requirements of the Contract.
 2. Electro Mechanical Equipment (if any) shall be quoted separately and shall include rates or prices, as applicable, for all matters and things whatsoever required in connection with the manufacture / fabrication, independent inspection, supply, delivery, testing, installation, commissioning, trial run, provision of as-built drawings and operations and maintenance manuals, etc., as described in the bidding documents and as necessary for the proper execution and completion of the pumping station and electro mechanical equipment and performance of the facility in accordance with the requirements of the Contract. Electromechanical equipment, whether manufactured from outside or within the country, shall be quoted on the basis of its installed cost, inclusive of transportation, all taxes, duties, levies, royalties, custom duties and charges of any kind whatsoever.
 3. Other Works and Services shall be quoted separately, in accordance with the requirements of the Bidding documents, and shall include rates or prices, as applicable, for all services, labour, materials, consumables, contractor's equipment, temporary works, and all matters or things whatsoever required as necessary for their proper completion or performance in accordance with the requirements of the Contract.
 4. The tenderers are required to sign the Letter of Tender at specified places, and the conditions attached with tender. All the signed documents shall be submitted (scanned copy) as a part of the tender at the time of tendering. Tender not so signed shall be liable for rejection.
- 4.3.8 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance relevant clause indicated in Conditions of Contract.
- 4.3.9 The supplementary Price Proposal, if applicable should only contain the changes in price resulting from the changes in the Technical Proposals. Bidders shall note that supplementary price Bid shall include price variation (increase or decrease, as the case may be) of individual affected items, resulting from corresponding changes in Technical proposal, and it is not enough to give the overall increase or decrease in price of affected items as a whole. Bidders should note that, if Employer, during the evaluation of the price proposals, considers that the changes in price are unrealistic in comparison with the original price proposal, the original / supplementary / both Bids are liable to be rejected.

4.4 Currencies of Bid and Payment

- 4.4.1 The unit rates and the prices shall be quoted by the bidder in Indian Rupees (INR).
- 4.4.2 Payment of the Contract Price shall be made only in Indian Rupees (INR).

4.5 Bid Validity

- 4.5.1 Bids shall remain valid for a period of not less than 180 days from the Bid Due Date.
- 4.5.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 4.6 in all respects.

4.6 Bid Security

- 4.6.1 A Bidder is required to deposit, along with its Bid, a Bid security as indicated in Contract Data Sheet (the "BID Security"), refundable after signing of contract with successful bidder. Bid Security in the case of the Selected Bidder whose shall be retained till the Bidder has provided a Performance Security under the Agreement.
- 4.6.2 The Bidders will have to provide BID Security in the form of a bank guarantee issued by any Nationalised / Scheduled Bank, approved by RBI, located in India, in favour of:

**Managing Director,
Aurangabad Industrial Township Limited
Udyog Sarathi, MIDC Office,
Marol Industrial Area, Andheri (East)
Mumbai – 400 093**

Bidders are required to scan the original BG and upload the same in the e-tendering portal of Employer along with technical proposal of BID. Original BG will have to be submitted to the Employer's as per clause 5 [*Submission of Bids*].

Any Bid not accompanied by the Bid Security will be rejected. Employer, if desired, will get the Bank Guarantee submitted for Bid Security verified from the bank. In case the verification reveals that the submitted Bank Guarantee is fraudulent, Employer reserves the right to reject the BID.

The validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between Employer and the Bidder from time to time. The format of the bank guarantee shall be in accordance with the sample form of bid security included in this document.

4.6.3 Bank Details of Employer required for Bid Security Bank Guarantee:

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

4.6.4 The Bid shall be summarily rejected if it is not accompanied by the BID Security.

4.6.5 The Bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiry of the period of bid validity.

4.6.6 The Bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.

4.6.7 The Bid security may be forfeited:

- if the Bidder withdraws its Bid during the period of bid validity; or
- if the Bidder does not accept the correction of its bid price in case of any arithmetic errors
- in the case of a successful Bidder, if it fails within the specified time limit to:
 - i. sign the Agreement, or
 - ii. furnish the required performance security, or
- if the Bidder is determined, at any time prior to the award of contract, to have engaged in corrupt or fraudulent practices in competing for the Contract; or in giving effect to any other provisions given in the Instructions to Bidders.

4.7 Alternative Proposals by Bidders

Alternative proposals will not be considered.

4.8 Format and Signing of Bid

4.8.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The Employer will evaluate only those BIDs that are received online in the required formats and complete in all respects and Bid Security, processing fee and POA are received in hard copies. Incomplete and/or conditional Bids shall be liable to rejection.

4.8.2 The Bid shall be typed or written in indelible ink and shall be signed and sealed by a person or persons duly authorized to sign on behalf of the bidder who shall also initial each page, in blue ink. All pages of the bid and all entries where amendments have been made shall be initialled by the person or persons signing the bid.

4.8.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder,

in which case such corrections shall be numbered and initialled by the person or persons signing the Bid.

5. SUBMISSION OF BIDS

5.1 Sealing and Marking of Bids

5.1.1 The Bidder shall submit the Technical and Financial Bid online through e-procurement portal. Bidder's technical proposal shall comprise of the following documents in the same order as per the formats provided in Vol 1 Part 6 [Forms of Tender], along with supporting documents as appropriate. All pages of the document should have Bidder's initial or signature.

Technical Bid

- i. Bid Security
- ii. Annexure I: Form of Bid
- iii. Annexure II: Power of Attorney for Signing the Bid
- iv. Annexure V: Financial Capacity Qualification Information – Annual Turnover and Net Worth
- v. Annexure VI: Bank Certificate for Access to Lines of Credit
- vi. Annexure VII: Financial Capacity - Minimum Project Value and Bid Capacity
- vii. Annexure VIII: Technical Capacity - Project Qualification Information
- viii. Annexure IX: Litigation/ Arbitration History
- ix. Annexure X: List of Deviations
- x. Annexure XI: Engineering and Construction Capacity
- xi. Appendix A: Form of Bid Security (Bank Guarantee)

Financial Bid

- Filled Priced Bill of Quantities (Volume-4)
- Appendix B: Form of Performance security (Bank Guarantee).

5.1.2 The following document supporting the Bid shall be submitted (physically in a separate envelope) marked as "Enclosures of the Technical Bid". The documents shall include:

- i. **Original Bid Security** for amount indicated in Notice Inviting RFQ cum RFP in the form of Demand Draft or Original Bank Guarantee in the prescribed format.
- ii. **Original Power of Attorney** for signing the Bid as per format at Annexure II
- iii. if applicable, **Power of Attorney for Lead Member of Joint Venture** as per the format at Annexure III provided in Volume-1 Part-6 [Tender Forms].

5.1.3 The envelope containing enclosures of the Bid shall clearly bear the name and address of the Bidder and following identification:

Shifting of existing 33 KV Bhambarda feeder passing through the AURIC-Shendra area including supply, implementation, testing and commissioning of new 33 KV single circuit overhead line of 9km at AURIC-Shendra and dismantling of existing 33 KV Bhambarda overhead line on EPC basis at AURIC-Shendra, Aurangabad, Maharashtra. In addition, the Bid Due Date should be indicated on the right-hand corner of each of the envelopes.

5.1.4 The envelope containing Enclosures of the Bid shall be addressed to Employer at the

address indicated in Contract Data Sheet

- 5.1.5 If the envelope is not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 5.1.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 5.1.7 Technical proposal shall contain only technical information and no price information shall be included in the Technical proposal. Failure to do this the bid will be considered non-responsive and will be rejected.
- 5.1.8 Only the information provided in 'Technical Bid' though online submission will be considered for evaluation. The information provided in 'Enclosures of the Bid' including additional information, if any will be for information purpose only. The information provided in 'Enclosures of the Bid' will not be used in lieu of missing information in the Technical Bid.

5.2 Deadline for Submission of Bids

- 5.2.1 Technical and Financial Bid comprising of the document listed at clause 5.1.1 of the ITB shall be submitted online through e-procurement portal on or before **Bid Due Date** indicated in **Contract Data Sheet**.
- 5.2.2 Documents listed at Clause 5.1.2 of the ITB shall be physically submitted on or before the Bid Due Date, at the address provided in Clause 5.1.4 in the manner and form as detailed in RFQ cum RFP. A receipt thereof should be obtained from the person specified in Clause 5.1.4.
- 5.2.3 The bid submission would be considered to be complete only upon successful completion of both the online submission of the Technical and Financial Bid and physical copy submission of 'Enclosures of the Bid' before the Bid Due Date and Time indicated in **Contract Data Sheet**.
- 5.2.4 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

5.3 Late Bids

Bids/ Enclosures of the Bid received physically by the Employer after the specified time on the BID Due Date shall not be eligible for consideration and shall be summarily rejected and will be returned unopened to the bidder.

5.4 Modification and Withdrawal of Bids

- 5.4.1 The Bidder may modify, substitute or withdraw its BID after submission, provided that

written notice of modification, substitution or withdrawal is received by the Employer prior to BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date and Time.

- 5.4.2 For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reasons, Bidder cannot re-submit e-BID again.
- 5.4.3 Any alteration/modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

6. BID OPENING AND EVALUATION

6.1 Bid Opening

- 6.1.1 The Employer shall open the Enclosures of the Technical Bids indicated in Clause 5 [Submission of Bids], in the presence of the Bidders who choose to attend. "If for any reason, the opening could not be done on Bid Due Date, the new date and the time of opening shall be communicated separately".
- 6.1.2 Technical Bids of those Bidders, who have not submitted their Bid online, shall not be considered for opening and evaluation.
- 6.1.3 The Employer will subsequently examine and evaluate Technical Bids in accordance with the provisions set out in Clause 2.3 [*Eligible Bidders*] and Clause 2.4 [*Qualification of the Bidder*]
- 6.1.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Employer. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 6.1.5 To facilitate evaluation of Technical BIDs, the Employer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 6.1.6 If a Bidder does not provide clarifications sought under Clause 6.1.5 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.
- 6.1.7 The Employer reserves the right to reject any Technical BID which is non-responsive as per clause no 6.4 [*Examination of Bids and Determination of Responsiveness*] and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such BID
- 6.1.8 Any information contained in the Bid shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to him on the basis of such information.
- 6.1.9 The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 6.1.10 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Bidder.
- 6.1.11 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined

by the Employer as incorrect or erroneous, the Employer shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Employer reserves the right to reject the Bid.

- 6.1.12 The Employer will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to Clause 2.3 [*Eligible Bidders*] and Clause 2.4 [*Qualification of the Bidder*] of this RFQ cum RFP.
- 6.1.13 After evaluation of Technical Bids, the Employer will publish a list of technically responsive Bidders whose financial Bids shall be opened. The Employer shall notify other Bidders that they have not been technically responsive. The Employer will not entertain any query or clarification from Applicants who fail to qualify.
- 6.1.14 The Employer shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal of the Employer and e-mail. The Employer shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Employer shall publicly announce the Bid Price quoted by the technically responsive Bidder. The Employer shall prepare a record of opening of Financial Bids.

6.2 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of the successful Bidder is announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in rejection of the Bidder's Bid.

6.3 Clarification of Bids and Contacting Employer

- 6.3.1 To facilitate evaluation of Bids, the Employer may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted, except to get additional information to fully understand the proposals of the bidder and to confirm that the requirements of the bidding documents will be met.
- 6.3.2 The request shall be answered promptly within the time stipulated in the request. Failure to respond promptly may result in the Technical proposal being deemed not to be substantially responsive.
- 6.3.3 In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing

the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

6.4 Examination of Bids and Determination of Responsiveness

6.4.1 Prior to evaluation of Bids, the Employer shall determine whether each Bid is responsive to the requirements of the RFP and has been properly signed.

6.4.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding documents, without material deviation or reservation. The material deviation or reservation would be implied by any of the following assumption/condition/criteria.

- which affects the scope, quality or performance of the works in any substantial way;
- which is inconsistent with the Bidding documents and/or limits the Employer's rights or the Bidder's obligations under the Contract in any substantial way;
- whose rectification would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

6.4.3 The prerequisite condition for determining substantial responsiveness of the Bid are:

- it is received by the Bid Due Date including any extension thereof
- it is accompanied by the Bid Security for the required value as per the format
- it contains all the information and documents (complete in all respects) as requested in this RFQ cum RFP;
- it contains certificates from its statutory auditors in the formats specified;
- it does not contain any condition or qualification; and
- it is not non-responsive in terms hereof.

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

6.5 Correction of Errors

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
- where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

6.5.1 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Bid

Security Clause.

6.6 Evaluation and Comparison of Technical Proposals

- 6.6.1 The 'Enclosure of the Bid' will be opened in the presence of Bidder's authorized representatives who are present during the opening of the said part.
- 6.6.2 Evaluation of technical proposal documents will be taken up only for those Bids which are determined as substantially responsive Bid. Prior to detailed evaluation of the documents, Employer shall examine the documents to determine whether they are complete, whether the documents have been properly signed, and whether the Bids are generally in order.
- 6.6.3 The information contained in the technical proposal shall prevail during technical and financial evaluation of Bids and shall be binding on the contractor post award of work. In case any data / information is missing from the above listed documents and is likely to have financial implication, Employer reserves the right to load the financial Bid submitted by the Bidder.
- 6.6.4 If the information given in the technical proposal is determined to be incomplete by Employer, the Employer reserves the right to reject the Bid without assigning any reason thereof.

6.7 Clarification of Technical Proposals

- 6.7.1 Employer may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise, where Employer requires amendments or changes to be made to the Technical Proposal or conditions required to bring all the Bidders at par.
- 6.7.2 Where amendments or changes are required by Employer, Bidders will be requested in writing to adjust their Technical Proposals accordingly and submit a revised Technical Proposal and supplementary price proposal within the time and date to be decided later on.

6.8 Evaluation and Comparison of Price Proposals

- 6.8.1 Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with above mentioned clause.
- 6.8.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- Making any correction for errors pursuant to Correction of Errors; or
 - Making an appropriate adjustment for any other acceptable variations, deviations; and
 - Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Correction of Errors clause.
- 6.8.3 The Employer reserves the right to accept or reject any variation, deviation offer. Variations, deviations, and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits shall not be taken into

account in Bid evaluation.

- 6.8.4 The estimated effect of the price adjustment conditions under will not be taken into account for Bid evaluation.

7. AWARD OF CONTRACT

7.1 Award Criteria

Subject to Clause 7.2, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the Lowest Evaluated Bid Price considering EPC cost, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of clause 2.3; (ii) qualified in accordance with the provisions of Clause 2.4; and has submitted substantially responsive Technical Proposals in accordance with clause 6.4.

7.2 Employer's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding Clause 7.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

7.3 Notification of Award

7.3.1 Prior to expiry of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by email or fax confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award" (LOA) shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

7.3.2 The notification of award will constitute the formation of the Contract.

7.3.3 Upon furnishing by the successful Bidder of a performance security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

7.4 Signing of Agreement

7.4.1 At the same time that the Employer notifies the successful Bidder that its Bid has been accepted, the Employer will send the Bidder the Form of Agreement provided in the Bidding documents, incorporating all agreements between the parties.

7.4.2 Within 28 days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

7.5 Performance Security

- 7.5.1 The successful bidder upon receipt of Letter of Award shall furnish to the Employer performance security in prescribed format for an amount specified in the Contract Data Sheet in accordance with the Conditions of Contract. The Performance Security shall be submitted by the successful bidder within stipulated time as indicated in Contract Data Sheet.

Failure of the successful bidder to comply with the Contract requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Extension of Performance Security - The Contractor may initially provide the Performance Security for a period of 3 (three) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Employer shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.

Release of Performance Security - The Employer shall return the Performance Security to the Contractor within 60 (sixty) days of the expiry of the DLP Period under this Agreement. Notwithstanding the foresaid, the Parties agree that the Employer shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified.