

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 5 TENDER FORMS

Oct 2021

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

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ANNEXURE I: FORM OF BID

To

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

Sub: RFQ cum RFP dated [date] for selection of contractor 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”

Dear Sir,

With reference to your RFQ cum RFP Document dated _____[date], we have examined the Instruction to bidders, Conditions of Contract, Technical Specification, Bill of Quantities, Tender Drawings and all relevant documents including addendum and clarifications. We have understood their contents and have not found any errors in them. We hereby submit our Technical Proposal for selection of contractor for the project **“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”**

We confirm the proposal to be unconditional and unqualified.

We are submitting our Proposal as a single entity _____[full name and address of bidder].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ cum RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ cum RFP.

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that Employer will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Contractor, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Contractor for the aforesaid Project.
3. We shall make available to Employer any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. We acknowledge the right of Employer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 5 (Five) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, 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.
6. We declare that:
 - a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Employer or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Contractor, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Bidder applying for selection as a Contractor.
9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would 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.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
12. 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 Employer in connection with the selection of Contractor or in connection with the selection process itself in respect of the above mentioned Project.

13. We agree and understand that the proposal is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the contract for the Project is not awarded to us or our proposal is not opened or rejected.
14. In the event of our being selected as the Contractor, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Employer or in respect of any matter arising out of or concerning or relating to the selection process including the award of contract.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)

ANNEXURE II: POWER OF ATTORNEY FOR SIGNING THE BID

Know all men by these presents, We, _____[name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms _____[name], son/ daughter/ wife of _____[name], and presently residing at _____ [address], who is presently employed with/ retained by us and holding the position of _____[designation] as our true and lawful attorney (hereinafter referred to as the -Authorised Representative)), with power to sub- delegate to any person, 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 Proposal for and selection as contractor 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”**, to be developed by the Employer (the —Authority)) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

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

IN WITNESS WHEREOF WE, _____[name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____[date in words] DAY OF [month] [year in yyyy' format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

1. 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 seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

ANNEXURE III: FINANCIAL CAPACITY QUALIFICATION INFORMATION – ANNUAL TURNOVER

S. No.	Financial Years	Annual turnover	Net worth
1	2015-2016		
2	2016-2017		
3	2017-2018		
4	2018-2019		
5	2019-2020		

Certificate from the Statutory Auditor

This is to certify that _____ [full name of company] [registered address] has received the payments shown above against the respective years and also not applied for Corporate Debt Restructuring (CDR) as on date of bid submission.

Name of Authorized Signatory:

Designation:

Name of firm:

Signature of Authorized Signatory:

Seal of Audit firm:

Note:

1. In case the Contractor does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

ANNEXURE IV: BANK CERTIFICATE FOR ACCESS TO LINES OF CREDIT

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

If the contract for the work, namely “ **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**” is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs _____ to meet their working capital requirements for executing the above contract.

Sd/

Name of Bank

Senior Bank Manager

Address of the Bank

ANNEXURE V: FINANCIAL CAPACITY – MINIMUM PROJECT VALUE AND BID CAPACITY

Bidder's Project References

Sl.	Project Name & Location	Project Start and Completion Date	Client Name	Value of Project	Type of Project	Client Certificate Enclosed
1						Yes/No
2						Yes/No
3						Yes/No
4						Yes/No
5						Yes/No

Note: Bidder to provide minimum five and maximum ten number of relevant references meeting the qualification criteria as indicated in ITB.

ANNEXURE VI: TECHNICAL CAPACITY - PROJECT QUALIFICATION INFORMATION

Bidder's Project References

Sl.	Project Name & Location	Project Start and Completion Date	Client Name	Overhead length of Project work done	Underground length of the project work done	Client Certificate Enclosed
1						Yes/No
2						Yes/No
3						Yes/No
4						Yes/No
5						Yes/No

Note: Bidder to provide minimum five and maximum ten number of relevant references meeting the qualification criteria as indicated in ITB.

ANNEXURE VII: LITIGATION/ ARBITRATION HISTORY

S. No.	Award for or Against Applicant	Name of Employee, Cause of Litigation and Matter in Dispute	Contract Value	Disputed Amount	Status of Litigation As on Bid Due Date
1					
2					
3					
4					

Note:

1. Bidder to provide litigation/arbitration history for last 7 years
2. Providing any false or misleading information, or hiding any information, may result in disqualification of the applicant

ANNEXURE VIII: LIST OF DEVIATIONS

8.1 Deviations (if any)

S. No.	Tender Reference	Tender Condition	Bidder's Deviation	Bidder's Comment
1.				
2.				
3.				

ANNEXURE IX: ENGINEERING AND CONSTRUCTION CAPACITY

ENGINEERING CAPACITY

S. No.	Name of Person	Designation	Qualification	Years of Relevant Experience	Area / Domain of Expertise	Proposed Role on the Project
1.						
2.						
3.						

Note: Contractor to indicate only the names of persons on permanent employment for at least last 02 years. Also, names of those persons should be indicated who will be directly associated / working on the Project.

CONSTRUCTION CAPACITY

S. No.	Name of Equipment	Numbers of Equipment proposed to be deployed on this Project	Equipment Capacity	Age of equipment as on date of Bidding	Owned / Leased
1.					
2.					
3.					

Note: Contractor to indicate equipment only related to work specified in the Contract and proposed to be deployed on the Project. Details of the equipment to be deployed during the construction period shall be submitted by the Contractor for review and approval by Engineer In-charge. Not deploying the equipment at the project as stated in plan will invoke penalty charges by the employer.

Appendix A & B

APPENDIX A: FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____, 2020, [Date] for the " **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**", under Tender No. _____ (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [Name of Bank] of [Name of Country] _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the Managing Director, Aurangabad Industrial Township Limited, Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai, Maharashtra State, India – 400093, India, (hereinafter called "the Employer") in the sum of _____ for which payment will and truly to be made to the said Employer the Bank binds himself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2020.

THE CONDITIONS of this obligation are:

1. if the Bidder withdraws or amends his Bid during the period of Bid validity specified in the Form of Bid; or
2. if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidders in his Bid; or
3. if the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - a) fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;
4. 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
5. if it comes to notice that the information/documents furnished in its Proposal is incorrect, false, misleading or forged or
6. in giving effect to any other provisions given in the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate his demand, provided that in its demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or all of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date occurring 180 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, Name, and Address]

APPENDIX B: FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To:

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

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute **"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"** (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee;

NOW THEREFORE we agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, on behalf of the contractor, a total of upto _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportion of currencies in which the Contract Price is payable, and we undertake to pay you, upon first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Performance Certificate.

Signature and Seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____