

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**DEVELOPMENT OF BIJWASAN RAILWAY STATION AT  
BIJWASAN, DELHI**

**ON**

**ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC)**

**(RFP No: IRSDC/HQ/RFP/38/2018/Bijwasan)**

Bid Document

Volume I – Instructions to Bidders (ITB) and

Volume II- Draft EPC Agreement



**INDIAN RAILWAY STATIONS DEVELOPMENT  
CORPORATION LIMITED**

**4<sup>th</sup> Floor, Palika Bhawan, Sector-13, R.K. Puram,  
New Delhi-110066**

**MARCH, 2018**

Office of the Managing Director & Chief Executive Officer  
Indian Railway Stations Development Corporation Limited  
4th Floor, Palika Bhawan, Sector-13, R.K.Puram, New Delhi-110066,  
Tel: +91-11-246727-19-23, Fax: +91-1124672720  
CIN No. U45204DL2012G0I234292  
Website: [www.irsdc.in](http://www.irsdc.in)

## REQUEST FOR PROPOSAL

### Indian Railway Stations Development Corporation Ltd.

#### **International Competitive online Bidding for “Development of Bijwasan Railway Station at Bijwasan, Delhi on Engineering, Procurement and Construction (EPC)”**

1. Indian Railway Stations Development Corporation Ltd. (“**IRSDC**”), acting for and on Ministry of Railways (MOR)(“ the **Authority**) invites Technical Proposal and Financial Bids (collectively the ‘**Bid**’) from parties interested in Engineering, Procurement and Construction on lump sum basis for the Development of Bijwasan Railway Station at Bijwasan, Delhi (the “**Project**”) in a specified period (the “**Construction Period**”).
2. The scope of work shall broadly cover survey, investigations, design and Development of Railway Station including but not limited to undertaking civil works and MEP works for station building. The Estimated Project Cost is provided in Clause 1.1.2 of this RFP.
3. Interested parties may download this RFP document from the official website [www.tenderwizard.com/IRSDC](http://www.tenderwizard.com/IRSDC) on and from 15-03-2018. The interested parties shall be required to pay an amount of Rs. 1,10,000 /- (Rupees One Lakh Ten Thousand only) towards non-refundable document fee on or before the Bid Due Date.

In case any Bidder has not deposited the document fee on or before the Bid Due Date in the manner and form mentioned above and this RFP, IRSDC shall have the right to consider the Bid as non-responsive and IRSDC may reject the Bid(s) at its sole discretion.

4. The RFP document contains information about the Project, bidding process, bid submission, qualification and financial bid requirements.
5. Towards submission, evaluation and selection of a suitable entity for implementation of the Project, a single stage online bidding process is intended to be undertaken by IRSDC. As a consequence thereof, the Bidders would be required to meet the Technical Capacity and Financial Capacity and qualify for undertaking the Project as set out in this RFP. This qualification assessment would be carried out as part of the current bidding and evaluation process. The Financial Bid of only those Bidders that possess Technical Capacity, Financial Capacity and are further shortlisted as per the terms of the Clause 3.2.9 of the RFP would be opened and evaluated.
6. It is further clarified that the Sole Bidder or Lead Member in case of Consortium shall compulsorily satisfy the Technical and Financial Capacity criteria as per the terms of this RFP.

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7. All RFP submissions would be evaluated in terms of financial and technical capacity of the Bidder. Detailed information on evaluation criteria and methodology are available in this RFP [Vol I – Instructions to Bidders].
  8. IRSDC shall not be responsible for any delay in receiving the Bid(s) and reserves the right to accept/ reject any or all Bid(s) without assigning any reason thereof.
  9. In pursuance to the tendering process followed by IRSDC, the interested parties shall ensure the online Bid submission, in response to the RFP, no later than 1100 hrs on Bid Due Date in the manner as specified in the RFP document.
  10. Three parts of the Bid (Basic Submissions, Qualification Proposal, Financial Bid) must be uploaded online as per the requirement of this RFP document. The Bidders are required to submit all details only as per the RFP document downloaded from the designated website. However continuation sheets may be added in accordance with the provisions of this RFP in the event that the space provided in the prescribed forms in the Annexes is insufficient. In the event, any of the instructions mentioned herein have not been adhered to, IRSDC shall have all the right to consider the Bid as non-responsive and reject the Bid(s) at its sole discretion.

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## Glossary

<b>Associate</b>	As defined in Clause 2.2.9
<b>Authority</b>	As defined in Clause 1.1
<b>Bid</b>	As defined in Clause 1.1.4
<b>Bid Due Date</b>	As defined in Clause 1.3
<b>Bid Security</b>	As defined in Clause 2.2.3
<b>Bid Stage</b>	As defined in Clause 1.1.3
<b>Bid Validity</b>	As defined in Clause 2.10 .4
<b>Bidder</b>	As defined in Clause 1.1.4
<b>Bidding Documents</b>	As defined in Clause 2.8
<b>Bidding Process</b>	As defined in Clause 1.1.3
<b>COD</b>	Commercial Operation Date
<b>Coercive practice</b>	As defined in Clause 4.3(c)
<b>EPC Agreement</b>	As defined in Clause 1.1.5
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(c)
<b>Consortium</b>	As defined in Clause 2.2.1(a)
<b>Control</b>	As defined in Clause 2.2.9
<b>Core sector</b>	As defined in Clause 3.2.2
<b>Corrupt practice</b>	As defined in Clause 4.3(a)
<b>Damages</b>	As defined in Clause 6.5
<b>IRSDC</b>	Indian Railway Stations Development Corporation Ltd.
<b>DPR</b>	Detailed Project Report
<b>Eligible Experience</b>	As defined in Clause 3.2.2 (a)
<b>Eligible Projects</b>	As defined in Clause 3.2.2 (a)
<b>Estimated Project Cost</b>	As defined in Clause 1.1.2.
<b>Bid Price</b>	As defined in Clause 1.2.5
<b>Financial Bid</b>	As defined in Clause 2.1.4
<b>Financial Capacity</b>	As defined in Clause 2.2.2 (B)

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<b>First round of bidding</b>	As defined in Clause 3.3.3
<b>Fraudulent practice</b>	As defined in Clause 4.3(b)
<b>IST</b>	Indian Standard Time
<b>Jt. Bidding Agreement</b>	As defined in Clause 2.2.5 (viii)
<b>Lead Member</b>	As defined in Clause 2.2.5 (iv)
<b>LOA</b>	Letter of Award
<b>Mandatory Technical Capacity</b>	As defined in Clause 2.2.2 (A)
<b>Net Worth</b>	As defined in Clause 2.2.3
<b>EPC</b>	Engineering Procurement and Construction
<b>Project</b>	As defined in Clause 1.1.2
<b>Qualification Stage</b>	As defined in Clause 1.1.3
<b>Restrictive practice</b>	As defined in Clause 4.3(e)
<b>Second round of bidding</b>	As defined in Clause 3.5.3
<b>Selected Bidder</b>	As defined in Clause 1.1.4
<b>Sole Bidder</b>	As defined in Clause 2.2.2 (B)
<b>Subject Person</b>	As defined in Clause 2.2.1(c)(i)
<b>Technical Capacity</b>	As defined in Clause 2.2.2 (A)
<b>Technical Proposal</b>	As defined in Clause 2.13.1
<b>Third round of bidding</b>	As defined in Clause 3.3.4
<b>Threshold Technical Capacity</b>	As defined in Clause 2.2.2 (A)
<b>Tie Bidders</b>	As defined in Clause 3.3.2
<b>Undesirable practice</b>	As defined in Clause 4.3(d)
<b>US Dollars to Rupees Conversion Rate</b>	As defined in Clause 6.10

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## DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Indian Railway Stations Development Corporation Limited (the ‘**Authority**’) established under Companies Act 1956 with equity participation of Ircon International Limited (IRCON) and Rail Land Development Authority (RLDA) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, 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 RFP and obtain independent advice from appropriate sources.

Information provided in this 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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



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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority 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 Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

# **VOLUME – I**

  

## **INSTRUCTION TO BIDDERS**

## Indian Railway Stations Development Corporation Ltd. (IRSDC)

### International Competitive Online Bidding for “Development of Bijwasan Railway Station at Bijwasan, Delhi on Engineering, Procurement and Construction (EPC)”

#### I. INTRODUCTION

##### 1.1 Background

Indian Railway Stations Development Corporation Ltd. (“**IRSDC**”), the **Authority** is inviting the Technical Proposals and Financial Bid. The Authority shall be responsible for planning, designing and execution and operation of the Project.

**1.1.1** The Ministry of Railways (MOR) has decided to develop/redevelop certain identified railway stations across India through a Special Purpose Company named as ‘Indian Railway Stations Development Corporation Limited’ (hereinafter referred to as “IRSDC”) established under Companies Act, 1956 with equity participation of Ircon International Limited (IRCON) and Rail Land Development Authority (RLDA). The main objectives of IRSDC is to develop/redevelop the existing/new railway station(s); undertake projects development of real estate on Railway/ Government land and its commercial utilization and to carry on any Railway Infrastructure work including development of railway stations.

**1.1.2** In pursuance of the aforesaid objectives and as a part of its commitment of providing better passenger amenities, the Authority has decided to undertake the Development of Bijwasan Railway Station at Bijwasan, Delhi (the ‘**Project**’) through Engineering, Procurement and Construction basis. The Authority has decided to carry out a Single-stage bidding process for selection of an entity to which the Project may be awarded. A brief description of the Project, including the existing situation and basic details of the Project components, is provided as a part of this Request for Proposal. The brief particulars of the Project are as follows:

<b>Project</b>	<b>Estimated Project Cost</b>	<b>Project completion period:</b>
Development of Bijwasan Railway station on EPC	<b>Rs. 310 Crore</b> <i>( Rs Three hundred and Ten Crores only)</i>	36 months

The scope of work of EPC comprises Design, Detailed Engineering, Surveys (Pre-Engineering, Pre-Construction and Post-Construction), Procurement, Fabrication, Transportation, Construction (Civil, Structural, Mechanical, Electrical, HVAC, Fire Fighting and other related services) and Installation, Testing, Pre - commissioning,

Commissioning and handing over as per the terms of the EPC Contract. The detailed scope is provided as part of Vol II: EPC Agreement of this RFP.

The estimated capital cost of the Project (the “Estimated Project Cost”), as mentioned under this sub-Clause 1.1.2, is indicative. The Bidders are, accordingly, called upon to make their independent assessment of actual costs prior to submission of their Bids.

**1.1.3** In order to identify and select an entity for award of the Project, the Authority intends to carry out a single-stage competitive and integrated bidding process (the ‘**Bidding Process**’) comprising of: (i) a test for responsiveness based on Basic Submissions; (ii) pre-qualification of the Qualification Proposal, based on the Technical Capacity, Financial Capacity (as provided in Clause 2.2.2 of this RFP), (the ‘**Qualification Stage**’); followed by (iii) evaluation of Financial Bids of the Bidders pre-qualified at the Qualification Stage (the ‘**Bid Stage**’).

**1.1.4** The Bidder shall submit the bids in three parts, viz.:

**Part I: Basic Submissions**  
**Part II: Qualification Proposal**  
**Part III: Financial Bid**

(collectively the ‘**Bid**’/ ‘**Bids**’)

In this RFP, the term “**Bidder**” shall refer to all those entities (whether as a single entity or as a Consortium) which have submitted their Bid in response to this RFP as per terms hereof.

Without prejudice to anything stated under sub-Clause 1.1.5, the evaluation of the Bids would be carried out in three (3) mutually distinct and sequential stages. The first stage would involve a test for responsiveness based on Basic Submissions (Part I). Those Bids found to be responsive would be evaluated for the Qualification Stage. In the Qualification Stage, the Qualification Proposal (Part II) comprising information of the Bidders on their Technical Capacity and Financial Capacity (as provided in Clause 2.2.2 of this RFP), for undertaking the Project would be evaluated. Based on this stage, only those Bids that meet the Technical Capacity and Financial Capacity (as provided in Clause 2.2.2 of this RFP) as set out in this RFP for the Project and would be further shortlisted/ qualified as per Clause 3.2.9 and their Financial Bid (Part III) would be opened for identification and selection of the Bidder to whom the Project, subject to the terms of this RFP, be awarded (the ‘**Selected Bidder**’).

**1.1.5** The Selected Bidder as per terms hereof (the “**Contractor**”), shall be responsible for engineering, procurement and construction of the Project under and in accordance with the provisions of an agreement (the “**EPC Agreement**”) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of Vol II of this

RFP. The EPC Agreement sets forth the detailed terms and conditions for grant of the EPC Agreement to the Contractor for implementation of the Project.

- 1.1.6** The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).
- 1.1.7** The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the EPC Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the EPC Agreement to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority. The Bidders are, accordingly, invited to examine the Project in greater detail and visit the Project Site to familiarize themselves.
- 1.1.8** The Bidders are expected to assess themselves the various nuances related to implementation of the Project as per the terms of the EPC Agreement, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for implementation of the Project.
- 1.1.9** The terms and expressions used in capitalized form, but not defined hereunder shall, unless the context otherwise requires, have the meaning as respectively assigned to it under Vol: II (RFP) –EPC Agreement.

## **1.2 Brief Description of the Bidding Process**

- 1.2.1** The Authority has adopted a single-stage process for selection of an entity for the Project, by integrating the Qualification Stage and Bid Stage, as described in Clause 1.1.3 of this RFP.

The Authority will follow an online tendering process wherein Bidders are required to upload their submissions at the specified website, in addition to requirements of physical submission of earmarked documents in original at the designated office of the Authority in accordance with the provisions of this RFP. At the end of Qualification Stage, the Authority expects to announce a shortlist of suitable pre-qualified Bidders as per Clause 3.2.9 and whose Financial Bid shall be opened in the Bid Stage of the Bidding Process. For avoidance of doubt it is hereby clarified that only those Bids are identified as ‘responsive’ and thereafter which are adjudged as qualified at the Qualification Stage,

as per the terms of this RFP including Clause 3.2.9, shall be opened and evaluated at the Bid Stage.

It shall be mandatory for the Bidders to get their firm/ company registered with the e-procurement portal i.e. <https://www.tenderwizard.com/IRSDC> to obtain user ID and password, in accordance with the procedure specified in the E-RFP Notice, in order to participate in this RFP.

For the avoidance of doubt, it is clarified that the mandatory registration and procurement of digital signature certification, as mentioned hereinabove, should be in the name of the Lead Member, in case the Bidder is a Consortium.

- 1.2.2** The RFP document shall be available online on the website <https://www.tenderwizard.com/IRSDC> from 15-03-2018 onwards, which can be downloaded, free of cost, till the last date and time of submission of the Application. However, to have a detailed and full RFP document and participate in the online qualification process, prior to making an Bid, the Bidder shall pay to the IRSDC a non-refundable sum of Rs. 1,10,000/- (Rupees One Lakh Ten Thousand only) as the cost of the RFP process through NEFT or RTGS only in IRSDC's account in accordance with the details provided in the E-RFP Notice.
- 1.2.3** The Bid shall, unless required to be extended by the Authority as per the terms of this RFP, be valid for a period of not less than **180 (One hundred and Eighty)** days from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").
- 1.2.4** The Bidder shall furnish a Bid Security of Rs. 6.20 Crores (Rupees Six Crore and Twenty Lakh only) in accordance with the provisions of this RFP The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bidders may also choose to electronically transfer the amount of Bid Security in the account of IRSDC through online RTGS/NEFT.as mentioned in the e- RFP Notice. The account details are as follows:

Account No. : 040802000002256

Name of the Bank: Indian Overseas Bank, R K Puram, New Delhi

RTGS/ IFS Code: IOBA0000408

The Bidders shall specify in Appendix-I (Letter comprising the Bid), the UTR (Unique Transaction Reference) No. issued by the Bank in respect of online RTGS/NEFT transaction of transfer of requisite funds against Bid Security in the aforesaid account of IRSDC.

The Bidders will have an option to provide Bid Security in the form of online transfer of funds having a net worth of at least Rs. 1,000 crore (Rs. One thousand crore), in the

account of IRSDC or by way of a demand draft or a bank guarantee acceptable to the IRSDC, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the IRSDC and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

For avoidance of doubt, Scheduled Bank shall mean a bank defined under Section 2(e) of the Reserve Bank of India Act 1934. The validity of the Bank Guarantee shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be required by the IRSDC from time to time. No interest shall be payable on the Bid Security or amounts forming part of Bid Security lying to credit of the designated account of the IRSDC.

It is clarified that the Bid Security shall be paid/ deposited only in Indian Rupees. Any refund of Bid Security shall also be in Indian Rupees and the Authority shall not bear any foreign exchange risk.

The Bidder shall upload the scanned copies of the Bank Guarantee (in the format as prescribed at Appendix-II hereto) and NEFT/ RTGS customers' confirmation receipt indicating the transaction number and also submit the original hard copy of the Bank Guarantee and NEFT/ RTGS customers' confirmation receipt indicating the transaction number, along with the submissions requiring hard copy of the Bid as per terms and conditions of this RFP document.

The Bid shall be **summarily rejected** if it is not accompanied by the Bid Security and the requisite proof of the deposit/submission thereof in terms of this clause 1.2.4. Further, it is hereby clarified that in the event of non-submission of the original hard copy of the Bank Guarantee/ or the original hard copy of the Bank Guarantee submitted not being in the format as prescribed at Appendix-II hereto, in terms of this RFP, the Bid may be rejected at the sole discretion of the IRSDC.

- 1.2.5** The Bids are invited for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "**Bid Price/Contract Price**"). The total time allowed for completion of construction under the EPC Agreement (the "Construction Period") and the period during which the Contractor shall be liable for rectification of any defect or deficiency in the Project after completion of the Construction Period (the "Defect Liability Period") shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents. The Financial Bids shall be evaluated on the basis of Bid Price. In this RFP, the term "Lowest Bidder" shall mean the Bidder who is offering the lowest Bid Price. Bid Price/Contract Price in Rupees Crores, is to be quoted in the form and manner as detailed under **Appendix-VII**. The Bid Price will factor recovery of Contractor expenses (including material, labor, approval fees etc), Contractor's capital investment and financing, design, consultancy or any other similar expenses likely to be incurred in relation to the construction of the Project. The Bid Price will include any effect

of escalation and for the sake of abundant clarity **no increase in Bid Price** shall be taken into account for payment as per the terms of the EPC Agreement on account of any inflation/escalation over the period of construction.

- 1.2.6** Subject to other compliances in accordance with the terms and conditions under this RFP document, the Bidder whose quote is determined to be the lowest Bid Price in terms of the RFP shall be declared as the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Selected Bidder in case such Selected Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Selected Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 1.2.7** Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.5 below. The envelopes/ communication shall clearly bear the following identification/ title:

***“Queries/Request for Additional Information: RFP for the Development of Bijwasan Railway Station at Bijwasan, Delhi on Engineering, Procurement and Construction”***



### 1.3 Schedule of Bidding Process

IRSDC shall endeavor to adhere to the following schedule:

SN.	Events	Description Date
1.	Last date of receiving queries for the pre-bid meeting	26 <sup>th</sup> March 2018
2.	Pre-bid meeting	15:30 hrs IST on 27 <sup>th</sup> March 2018
3.	Authority's response to Bidder's Queries	6 <sup>th</sup> April 2018
4.	Bid Due Date	1100 Hrs IST on 20 <sup>th</sup> April 2018
5.	Opening of Technical Bids	1130 Hrs IST on 20 <sup>th</sup> April 2018
6.	Technical Evaluation	To be announced separately by IRSDC
7.	Opening of Financial Bids	On completion of evaluation of Technical Proposal
8.	Letter of Award (LOA)	Within 30 days of Opening of Financial Bids
9.	Validity of Bids	180 days of Bid Due Date
10.	Signing of EPC Agreement	Within 30 days of award of LOA

## **II. INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

#### **2.1 Scope of the Bid**

- 2.1.1** The Authority wishes to receive the Bids through an integrated single-stage bidding process described in Clause 1.1.3 of this RFP, for identification of an entity which shall undertake the Project.
- 2.1.2** The details of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the document shall be binding on Authority nor confer any right on the Bidders, and Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP.
- 2.1.3** Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the EPC Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the EPC Agreement.
- 2.1.4** The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language. All the documents comprising the Bid (digitally signed wherever required) shall be submitted online on the following e-portal: <https://www.tenderwizard.com/IRSDC> on or before the Bid Due Date in the prescribed format given on the websites and technical bids except the Financial Bid received online shall be opened at 11.30 Hrs on Bid Due Date. No other mode of submission is acceptable. Detailed credentials and submissions as per the requirement of RFP except Financial Bid are to be submitted in "Technical Bid". Bid Parameter duly filled in is to be submitted in the format provided online in the name of "Financial Bid". Hence, physical submission of the documents is limited as per the Appendix VI of RFP-ITB. Representative of the bidder, who chooses to attend, may attend the online opening of the Technical Bids on Bid Due Date at 11.30 Hrs. However, such representatives shall be allowed to attend the opening of the Technical Bids, only, if such person presents the letter of authority issued in his name by the Bidder on his letter head.
- 2.1.5** Documents mentioned to be submitted online to the Authority are required to be done by the Bid Due Date, on or before the time specified in Clause 1.3. The detailed process for submission of Bids on-line on the said portal is specified in the e-RFP Notice being issued to all the Bidders along with this RFP.

The hard copies of the documents as per Appendix VI of the RFP-ITB shall be submitted to IRSDC in original within 72 hours of the Bid Due Date as specified in Clause 1.3. The

hard copy of the documents as per Appendix VI should be submitted in the designated Tender Box at the address of IRSDC provided in Clause 2.13.5

- 2.1.6** The documents including this RFP and all attached documents, provided by IRSDC are and shall remain or become the properties of the IRSDC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.6 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and IRSDC will not return to the Bidders any Bid, document or any information provided along therewith.

## **2.2 Eligibility of Bidders**

**2.2.1** For determining the eligibility of Bidders hereunder, the following shall apply:

- (a) The Bidder for pre-qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be a private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 5% (five percent) of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal. The said forfeiture shall be without prejudice to any other right or remedy that may be available to the Authority under the Applicable Laws, Bidding Documents and/ or the EPC Agreement or otherwise.

Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

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- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2 (72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: **(aa)** where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and **(bb)** subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
  - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
  - (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other; or

- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

**Explanation:**

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1 (c), shall include each Member of such Consortium.

- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the EPC Agreement. In the event any such adviser is engaged by the Selected Bidder or Contractor, after issue of the LOA or execution of the EPC Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the EPC Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the EPC Agreement, as the case may be, shall be liable to be terminated without Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

**2.2.2 To be eligible for pre-qualification and short-listing, Sole Bidder or the Lead Member in case of a Consortium, shall fulfil the following conditions of eligibility:**

- (A) **For demonstrating technical capacity and experience, the Bidder shall have mandatorily satisfied the Threshold Technical Capacity as set forth in sub-Clause 2.2.2 (A), (the "Technical Capacity").**

**Threshold Technical Capacity:** The Bidder shall, meet the following mandatory technical experience criteria in Eligible Projects (specified in Clause 3.2.2) ("Mandatory Technical Capacity") in last 5 financial years preceding the Bid Due Date. The Bidder must have received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a PPP project, such that the sum total thereof is more than **2.5 (two and a half) times the Estimated Project Cost (the "Threshold Technical Capacity"):**

**(B) Financial Capacity:** The Bidder shall have a minimum:

Net Worth of at least **25% of Estimated Project Cost** at the close of the financial year immediately preceding the Bid Due Date; (the “**Financial Capacity**”).

**2.2.3** The Bidder shall enclose with its Qualification Proposal, to be submitted as per the format at **Appendix VII**, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors<sup>1</sup> or the concerned client(s) (client certificate has to be issued by the authorized signatory of the Client) stating the payments made/ received or works commissioned, as the case may be, during the past 5 financial years in respect of the projects specified in Clause 2.2.2 above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client (client certificate has to be issued by the authorized signatory of the client).
- (ii) certificate(s) from its statutory auditors specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.3 (ii).

For the purposes of this RFP, net worth (the “**Net Worth**”) shall have the meaning given to it under Companies Act 2013 which shall mean “the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.”

**2.2.4** The Bidder should submit a Power of Attorney as per the format at **Appendix III**, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at Appendix-IV.

**2.2.5** The Selected Bidder shall be required to execute the EPC Agreement and implement the Project. In case the Bidder is a Consortium, it shall, without prejudice to other

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<sup>1</sup> In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

requirements under this RFP, comply with the following additional requirements for the purpose of bidding:

- (i) Number of members in a consortium shall not exceed 3 (three);
- (ii) all the members shall be jointly and severally responsible for implementation of the Project ;
- (iii) the Bid should contain the information required for each member of the Consortium;
- (iv) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix IV**, signed by all the other members of the Consortium;
- (v) the Sole Bidder/Lead Member of the Consortium Members shall satisfy the Technical and Financial Capacity criteria as per the terms of this RFP;
- (vi) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- (vi) an individual Bidder cannot at the same time be member of a Consortium submitting its Bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for pre-qualification or submitting the Bid as a single Bidder. In case any Bid submitted attracts the provision of this Clause than all such Bids, infringing the provisions of this Clause shall stand disqualified;
- (viii) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Appendix-V (the “Jt. Bidding Agreement”)**, for the purpose of making the Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*
  - (a) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Consortium;
  - (b) outline the proposed roles and responsibilities, if any, of each member;
  - (c) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Defects Liability Period in accordance with the EPC Contract;
  - (d) include a statement that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for

discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium; and

- (e) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- (f) the Lead Member shall carry out works directly under its own supervision and through its own personnel in at least 70 (seventy) per cent of the total value of the Project ; and
- (g) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Consortium;
  - i. outline the proposed roles and responsibilities, if any, of each member;
  - ii. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Defects Liability Period in accordance with the EPC Contract; and
  - iii. include a statement that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium; and
  - iv. except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.



- 2.2.7** Any entity which has been barred by the Central/State Government or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 2.2.8** A Bidder, including any Consortium Member or Associate thereof, should, in the last 3 (three) years from the Bid Due Date, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.
- 2.2.9** In determining the Technical Capacity and Financial Capacity of the Sole Bidder/ Lead Member of the Consortium under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

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

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

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

- (a)** Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b)** information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c)** in responding to the bid submissions, Bidders should demonstrate their capabilities in accordance with Clause 3 below; and

- (d) in case the Bidder is a Consortium, Lead Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

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

- (a) Where, on the date of the Bid, not less than 25% (twenty five per cent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty five per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

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

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

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

For the purpose of this sub-clause 2.2.11 (a), the Bidder and each of the Members of its Consortium (where applicable), shall as a part of its Technical Proposal be required to submit a certificate from its Statutory Auditor, certifying the applicability or non applicability, as the case may be (together with details of % shareholding in case of applicability) of this sub-clause 2.2.11 (a) of this RFP document as on the Bid Due Date.

**2.2.12** Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within six (6) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for

the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

### **2.3 Change in Composition and Ownership of the Consortium**

**2.3.1** No change in the composition of Consortium, shall be made except as expressly set forth in this RFP and/or the EPC Agreement.

**2.3.2** By submitting the Bid, the Bidder acknowledges that it would be pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of Sole Bidder or Lead Member in case of Consortium who shall, until the Defect Liability Period of the Project, continue to be part of the Consortium. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the EPC Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the EPC Agreement, be deemed to be a breach of the EPC Agreement and dealt with as such there under.

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

**2.4.1** No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any other Consortium, as the case may be. In case any Bid submitted attracts the provision of this Clause than all such Bids, infringing the provisions of this Clause shall stand disqualified.

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

### **2.5 Site visit and Verification of Information**

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

### **2.6 Acknowledgement by Bidder**

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

- (a)** made a complete and careful examination of the RFP including the eligibility criteria, terms and conditions and specifications given hereunder;

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

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

## **2.7 Right to accept or reject any or all Bids.**

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

**2.7.2** IRSDC reserves the right to reject any Bid if:

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

If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified/ rejected, then the Authority reserves the right to:

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

**2.7.3** In case it is found during the evaluation or at any time before signing of the EPC Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material

misrepresentation or has given any materially incorrect or false information, than such Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into of the EPC Agreement, and if the Selected Bidder/Contractor has already been issued the LOA or has entered into the EPC Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the EPC Agreement or under Applicable Law. Further the Authority shall be at liberty to take such further actions against the Selected Bidder/Contractor as per the Applicable Law including but not limited to the forfeiture and appropriation of the Bid Security or the Performance Security, as the case may be.

- 2.7.4** The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## **B. DOCUMENTS**

### **2.8 Contents of the RFP**

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10 or any other documents issued by the Authority pursuant to this RFP (collectively the “**Bidding Documents**”).

#### VOLUME I:

##### INSTRUCTIONS TO BIDDERS

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre Bid Conferences and Meetings
- Section 6. Miscellaneous Conditions

##### APPENDICES

- I. Letter comprising the Bid
- II. Format of Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Consortium
- V. Joint Bidding Agreement for Consortium
- VI. List of documents to be submitted in hard copy
- VII. Indicative Financial Bid format

VIII. Miscellaneous

VOLUME II: EPC AGREEMENT WITH SCHEDULES

**2.9 Clarifications**

- 2.9.1** Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.7. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein. The responses, without identifying the source of queries will be uploaded on the designated official website of IRSDC.
- 2.9.2** The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3** The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

**2.10 Amendment of RFP**

- 2.10.1** At any time prior to the Bid Due Date, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addenda/ corrigenda.
- 2.10.2** Any Addendum/ corrigendum thus issued will be sent in writing to all those who have purchased the RFP and uploaded on the designated official website of IRSDC.
- 2.10.3** In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, IRSDC may, in its sole discretion, extend the Bid Due Date.

**2.10.4 Validity of Bids**

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date (the '**Bid Validity**'). The validity of Bids may be extended by mutual consent of the respective Bidders and IRSDC

**C. PREPARATION AND SUBMISSION OF BID**

## **2.11 Language**

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

## **2.12 Format and signing of Bid**

**2.12.1** The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection. The Bidder shall provide all the information/ documents sought under this RFP and upload the same on the portal i.e. <https://www.tenderwizard.com/IRSDC> as a part of its online submission of Bid as well as by way of physical submission of original copy of the information/documents comprising the Bid as per the requirements under Appendix VI to the Authority, within 72 hours of the Bid Due Date. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects, as well as digitally signed wherever required for online submission. Incomplete and /or conditional Bids shall be liable to rejection. In the event of any discrepancy between the documents comprising the online submission and the physical submission to the Authority, the online submission shall prevail.

**2.12.2** The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers.

**2.12.3** The Bidder shall prepare a complete set of the Bid and submit it online. Also the Bidder shall submit hard copies of the documents required as per Appendix VI of RFP-ITB in accordance with the guidelines defined in the e-RFP Notice.

**2.12.4** The Bidder Shall along with its Technical Bid, submit a Checklist and Self Evaluation Sheet as per the format prescribed at Appendix VIII of this RFP.

## **2.13 Sealing and Marking of Bids**

**2.13.1** The Bidder shall submit the Financial Bid only online as per the indicative format Annexure VII available online and as specified in the e-RFP Notice.

**2.13.2** The documents other than the Financial Bid shall be marked as "Enclosures of the Bid". The Bidder shall also upload the scanned version of the documents comprising the Enclosures of Bid (digitally signed wherever required) on the [www.tenderwizard.com/IRSDC](http://www.tenderwizard.com/IRSDC) portal. These documents shall include as given below:

- (a) RFP Document Fee of the amount Rs. 1,10,000/- as mentioned in the E-RFP Notice;
- (b) Letter comprising the Bid in the format at Appendix-I;
- (c) Bid Security in form of Demand Draft, UTR receipt of online payment or Bank Guarantee in the format prescribed at Appendix-II;
- (d) Power of Attorney for signing of Bid in the format at Appendix-III;
- (e) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV, and
- (f) Deleted
- (g) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix V;

**2.13.3** The documents as specified in Appendix VI, to be submitted in hard copy in original shall be bound together and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorised signatory of the Bidder. This shall be placed in an envelope and marked as "Enclosures of the Bid".

**2.13.4** The contents specified in Clause 2.13.3 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the following identification:

"Bid for the Development of Bijwasan Railway Station at Bijwasan, Delhi on Engineering, Procurement and Construction (EPC)" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

**2.13.5** Each of the envelopes shall be addressed to:

ATTN. OF	:Managing Director and Chief Executive Officer
ADDRESS	:Indian Railway Stations Development Corporation Ltd, 4th Floor, Palika Bhawan, R.K. Puram, New Delhi – 110066,
FAX No.	: +91-11- 24672720
E-MAIL ADDRESS	:info@irsdco.in.

**2.13.6** In case of hard copy submission, if the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

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



## **2.14 Bid Due Date**

**2.14.1** Bids should be submitted online before 11.00 hours IST on the Bid Due Date on the e-procurement portal [www.tenderwizard.com/IRSDC](http://www.tenderwizard.com/IRSDC) in the manner prescribed in the RFP. The hard copy of the documents as per Appendix VI should be submitted within 72 hours of Bid Due Date and time specified Clause 1.3, in the designated Tender Box provided at the address provided in Clause 2.13 in the manner and form as detailed in this RFP.

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

## **2.15 Late Bids**

**2.15.1** Bids (including both online as well as hard copy) received by the Authority after the time specified in this RFP shall not be eligible for consideration and shall be summarily rejected.

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

**2.16.1** The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

**2.16.2** The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

**2.16.3** Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.17 Contents of the Bid**

**2.17.1** The Bid shall be furnished online in the format at Appendix-VII and shall consist of Bid Price to be quoted by the Bidder. The Bidder shall specify the Bid Price (in Indian Rupees) to be paid by the Authority to undertake the Project in accordance with this RFP and the provisions of the EPC Agreement.

**2.17.2** Generally, the Project will be awarded to the lowest Bid Price.

**2.17.3** The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

**2.17.4** The proposed EPC Agreement shall be deemed to be part of the Bid.

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## **D. EVALUATION PROCESS**

### **2.18 Opening and Evaluation of Bids**

**2.18.1** The Authority shall start downloading/ opening the online Bids at 11.30 hours on the Bid Due Date, at the place specified in Clause 2.13 and in the presence of the Bidders who choose to attend. The Bids for which Bidder has exercised withdrawal option on the e-procurement portal in accordance with Clause 2.16 shall not be downloaded/ opened.

**2.18.2** The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

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

**2.18.4** The Bidders are advised that qualification of Bidder(s) will be entirely at the discretion of the Authority. The Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

**2.18.5** Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

**2.18.6** The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

**2.18.7** If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from evaluation of Technical Proposal of such Bidder.

**2.18.8** In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude relevant project from evaluation of Technical Proposal of such Bidder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

### **2.19 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process.

The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **2.20 Tests of responsiveness**

**2.20.1** Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format at Appendix-I with scanned versions of the same uploaded on the portal;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 1.3;
- (c) it is signed, sealed, bound together and marked as stipulated in Clauses 2.13;
- (d) it is accompanied by the Bid Security as specified in Clause 2.2;
- (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
- (f) it contains all the information (complete in all respects) as requested in this RFP and/ or Bidding Documents (in formats same as those specified);
- (g) it does not contain any condition or qualification;
- (h) the scanned version of the original copies of all the documents (Enclosures of Bid) including Bid Security, RFP Document Fee and Power(s) of Attorney have been up-loaded on the e-tendering portal of IRSDC by the date and time specified in this RFP, digitally signed wherever required;
- (i) the hard copy of the Bid/ enclosures of bid as specified in Appendix VI has been duly submitted to IRSDC by the date and time specified in this RFP; and
- (j) it is not non-responsive in terms hereof.

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

## **2.21 Clarifications**

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

**2.21.2** If a Bidder does not provide clarifications sought under Clause 2.21 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the

Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **2.22 Proprietary data**

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

## **2.23 Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid. Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

## **E. BID SECURITY**

### **2.24 Bid Security**

**2.24.1** The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.4 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of "Indian Railway Stations Development Corporation Limited" in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India, 1934. The Bid Security in form of Bank Guarantee shall be accepted by IRSDC only after due verification from the concerned Bank.

**2.24.2** Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Indian Railway Stations Development Corporation Limited and payable at New Delhi (the "Demand Draft"). Alternatively, the Bidders may choose to electronically transfer the amount of Bid Security through online RTGS/NEFT mode in the account of IRSDC as per the details provided in Clause 2.1.7. The Authority shall

not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. It is mandatory for bidders to provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder, NEFT/RTGS details).

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

2.24.4 Save and except as provided in Clauses 1.2.4 and 2.1.8 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by deposit, either in form of Demand Draft or online transfer of funds the refund thereof shall be in the form of an account payee demand draft or online transfer of funds in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.24.5 The Selected Bidder's Bid Security will be returned/ refunded, without any interest, upon it signing the EPC Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the EPC Agreement.

2.24.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.24.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.24.7 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

- (a) If a Bidder submits a non-responsive Bid; Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.24.7, the damage so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.

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- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
  - (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - (d) If a Bidder imposes any condition within the Bid Validity Period or the extended period.
  - (e) In the case of Selected Bidder, if it fails within the specified time limit –
    - (i) to sign and return the duplicate copy of LOA;
    - (ii) to sign the EPC Agreement; or
    - (iii) to furnish the Performance Security within the period prescribed therefor in the EPC Agreement;
  - (f) In case the Selected Bidder, having signed the EPC Agreement, commits any breach hereof prior to furnishing the Performance Security.

### III. EVALUATION OF BIDS

#### 3.1 Evaluation Parameters

**3.1.1** The Authority shall start downloading/ opening the online Bids at 11.30 hours on the Bid Due Date, at the place specified in Clause 2.13 and in the presence of the Bidders who choose to attend. The Bids for which Bidder has exercised withdrawal option on the e-procurement portal in accordance with Clause 2.15 shall not be downloaded/ opened.

**3.1.2** The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

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

**3.1.2** Subject to the terms of this RFP and the LOA, the Project will be awarded to the Bidder, who submits a responsive Bid, meets the specified Technical Capacity, Financial Capacity criteria for undertaking the Project and is shortlisted as per Clause 3.2.9 for opening of Financial Bid and offers the lowest Bid Price/Contract Price.

**3.1.3** In Bid Evaluation stage, only those Bids that are found to be responsive to the requirements of the RFP as specified in Clause 2.20 above would be opened for assessing their qualification for Technical Capacity, Financial Capacity to undertake the Project as per the Eligibility Criteria to be assessed on the minimum threshold requirements specified in Clause 3.2 hereunder.

#### 3.2 Eligibility Criteria for evaluation of Technical Proposals

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

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

#### 3.2.2 Technical Capacity for the purpose of evaluation

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

Category 1: Project experience on Eligible Projects in the field of

- (i) Passenger Transportation such as railway stations, airports, ports, roads and highways with integrated township development, bus terminals/stations, metro stations<sup>2</sup>, mono rail stations etc. that qualify under Clause 3.2.3 ; and/or
- (ii) real estate development projects in hotels, convention centers, hospitals, sports stadiums/complexes, integrated township, commercial and institutional complexes that qualify under Clause 3.2.3.

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

Category 3: Construction experience on Eligible Projects in the field of

- (i) Passenger Transportation such as railway stations, airports, ports, roads and highways with integrated township development, bus terminals/stations, metro stations, mono rail stations etc. that qualify under Clause 3.2.3 ; and/or
- (ii) real estate development projects in hotels, convention centers, hospitals, sports stadiums/complexes, integrated township, commercial and institutional complexes that qualify under Clause 3.2.3.

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

For the purpose of this RFP:

- (i) Core sector would be deemed to include railways, roads and highways, power, telecom, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage etc.
- (ii) Passenger Transportation projects would be deemed to include area for passenger amenities such as passenger waiting areas, platforms, circulation areas, arrival and departure areas etc.

**Table 3.2.6: Factors for Experience across categories**

	Factor
Category 1	0.75
Category 2	0.5
Category 3	1.00
Category 4	0.75

<sup>2</sup> Metro stations/Mono rail stations with and without viaduct component shall be considered, but standalone scope of project as viaduct only shall not be considered



- 3.2.3 For a project to qualify as an Eligible Project under Category 1 or Category 2:
- (a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be;
  - (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;
  - (c) the capital cost of the project should not be less than 30% of the Estimated Project Cost; and
  - (d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products telecommunications or fare/freight revenues and other incomes of the company owning the Project.
- 3.2.4 For a project to qualify as an Eligible Project under Category 1 or Category 2, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Technical Capacity. However, payments/receipts of less than 30% of the Estimated Project Cost shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.
- 3.2.5 The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.2.6 The Technical Capacity to meet the eligibility in accordance with Clause 2.2.2 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further required to be twice the required Technical Capacity for such Eligible Project.
- 3.2.8 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

### **3.2.9 Shortlisting of Bidders on Technical Experience for Opening of Financial Bid**

- (i) The credentials of eligible Bidders shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the „Aggregate Experience Score“ of a particular Bidder. In case of a Consortium, the Aggregate Experience Score of the Lead Member shall be the Aggregate Experience Score of the Consortium. All Bidders who fulfill the conditions of eligibility specified in Clause 2.2.2 and meet the other conditions specified in this RFQ shall be pre-qualified.
- (ii) The Bidders shall then be ranked on the basis of their respective Aggregate Experience Scores and short-listed for submission of Bids. **The Authority expects to short-list up to 6 (six) pre-qualified Bidders for opening of Financial Bid.**

### **3.3 Details of Experience**

- 3.3.1** The Bidder should furnish the details of Eligible Experience as per the requirements of the RFP document.
- 3.3.2** The Bidders must provide the necessary information relating to Technical Capacity as per format at Appendix-VII.
- 3.3.3** The Bidder should furnish the required project-specific information and evidence in support of its claim of Technical Capacity, as per format at Appendix-I.
- 3.3.4** In case of any foreign experience being claimed by the Bidder at Qualification Stage, the Bidder shall submit copies of such Experience Certificates issued by the client (authorized signatory of the Client) and duly attested from the Indian Embassy where the project was executed. In case the Experience Certificate issued by the authorized signatory of Client is in any language other than English, the Bidder shall also submit the translation of such Experience Certificate from other languages to English duly authenticated from the Indian Embassy where the project was executed. The Bidder shall also submit the Email-id and Telephone Nos. of the concerned client and also the Indian Embassy official who certifies the project.

### **3.4 Financial Information for the purposes of evaluation of Financial Capacity**

- 3.4.1** The Bid must be accompanied by the Audited Annual Reports of the Bidder (Sole Bidder or Lead Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.
- 3.4.2** In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide

the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

**3.4.3** The Bidder (Sole Bidder or Lead Member in case of Consortium) must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Appendix-VII.

### **3.5 Evaluation of Financial Bids**

**3.5.1** The Authority will examine and evaluate Financial Bid submitted online of the Bidders, who pass the Qualification stage and are short listed in terms of Clause 3.2.9 in terms as per terms of this RFP, in the presence of the Bidder(s)' representatives who choose to attend. The Authority will endeavor to open the Financial Bids on the date mentioned against the date for opening of Financial Bids in the Schedule of Bidding Process.

**3.5.2** Thereafter, Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the lowest cost required from the Authority for implementing the Project shall be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

**3.5.3** In the event that two or more Bidders quote the same amount of Bid Price (the "Tie Bidders"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

**3.5.4** In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may either annul the Bidding Process or invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.

**3.5.5** In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids

provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.

- 3.5.6** After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated compensation and Damages payable to the Authority for, inter alia, time, cost and effort of the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.5.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall in accordance with the requirement set forth in RFP execute the EPC Agreement with the Authority within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the EPC Agreement. Notwithstanding anything contained in the LOA and the RFP Document, the rights of the Selected Bidder specified in the EPC Agreement shall not become effective until the EPC Agreement has been executed by the Selected Bidder with the Authority.

#### IV. FRAUD AND CORRUPT PRACTICES

- 4.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the EPC Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the EPC Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the EPC Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor or any of its Associates, as the case may be, if it determines that the Bidder or 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 Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the EPC Agreement, or otherwise.
- 4.2** Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the EPC Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the EPC Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3** For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a)** “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the EPC Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1 (d) of this RFP, engaging in any manner whatsoever, whether

during the Bidding Process or after the issue of the LOA or after the execution of the EPC Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the EPC Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means (i) 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; or (ii) establishing an arrangement between two or more Bidders designed to achieve an improper purpose, including influencing improperly the actions of another Bidder.

## **V. PRE-BID CONFERENCE & MEETINGS**

- 5.1** Pre-Bid conferences / Meetings of the interested parties and/or Bidders, shall be convened at the designated date, time and place as notified in advance by the Authority. Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2** A site visit may be conducted by Bidder at the railway station area and gather sufficient information and details for the purposes of bidding for the Project. During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3** RFP No. : IRSDC/HQ/RFP/38/2018/Bijwasan

Date 27.03.2018, Time: 15:30 Hours

Venue Address:

Conference Hall

Indian Railway Stations Development Corporation Ltd.,

4<sup>th</sup> Floor, Palika Bhawan,

R.K. Puram,

New Delhi - 110066

## VI. MISCELLANEOUS CONDITIONS

- 6.1 During The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 DELETED
- 6.5 The invocation of Bid Security or Performance Security, as the case may be, as per provisions of this RFP document as Damages are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”).
- 6.6 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 6.7 Any documentation required to be provided or furnished by the Bidder(s) to the Authority shall be provided free of cost.



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- 6.8** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.9** Any word or expression used in this RFP Document shall, unless otherwise defined or construed in this RFP Document, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.
- 6.10** For the purpose of this RFP and the Bidding Process to be undertaken as per terms hereof, it is clarified that for conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 65 (sixty five) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the original Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 6.11** In exceptional circumstances, prior to expiry of the original Bid Validity Period, the Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. The Authority reserves the right to reject the Bid submitted by any Bidder who fails to extend the period of validity of its Bid in line with the provisions of this Clause.
- 6.12** Time shall be of the essence in the performance of the Bidders' respective obligations under this RFP document. If any time period specified herein is extended, such extended time shall also be of the essence.
- 6.13** For the avoidance of doubt and abundant clarity, it is hereby clarified that in case of any ambiguity or inconsistency in the Bidding Process to be undertaken as per terms hereof, priority shall, notwithstanding anything contained in this RFP, be accorded to the construction and/or interpretation and/or approach which, in the prudent and reasonable estimation of the Authority exclusively, ensures a competitive and transparent Bidding Process as per the Applicable Laws and internationally acclaimed standards.

# APPENDICES

(On the Letter Head of the Bidder/Lead Member)

**APPENDIX-I LETTER COMPRISING THE BID**

(Refer Clause 2.11.2)

To,

**The Managing Director and Chief Executive Officer,  
Indian Railway Stations Development Corporation Ltd.,  
4<sup>th</sup> Floor, Palika Bhawan,  
R.K. Puram,  
New Delhi - 110066**

**Sub:** Bid for Development of Bijwasan Railway Station

Dear Sir,

1. With reference to your RFP document dated .....<sup>3</sup>, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I /We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Contractor for the aforesaid Project, and we certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Contractor for the development, engineering, procurement and construction of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

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*3 All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.*

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6. I/We certify that in the last three years, we/any of the Consortium Members<sup>4</sup> or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
- (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - (b) I/We do not have any conflict of interest in accordance with Clauses 2.2 of the RFP document; and
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government. Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - (e) The undertaking given by us along with the Bid in response to the RFP for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 6.2 of the RFP document.

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<sup>4</sup> If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.

9. I/We believe that we satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
10. I /We declare that we/any Member of the Consortium, or our/its Associates are not a Member of a/any other Consortium submitting a Bid for the Project
11. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the Country, we/any Member of the Consortium or any of our/their Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
14. DELETED.
15. I/We undertake that in case due to any change in fact or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP. I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the EPC Agreement but prior to completion of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof and the EPC Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into an EPC Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/ We have studied all the Bidding Documents carefully, surveyed the Project site and also acquainted ourselves about all the existing site conditions, applicable laws and regulations, etc. before submitting our Bid. We understand that except to the extent as expressly set forth in the EPC Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of the Project.
20. I/We offer a Bid Security of Rs. 6.20 Crores (Rupees Six Crore and Twenty Lakh only) to the IRSDC in accordance with the RFP Document.
21. The Bid Security<sup>5</sup> in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
22. The documents accompanying the Bid, as specified in Appendix VI of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid" and the scanned versions thereof up-loaded on the e-tendering portal of IRSDC.
23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I /We shall have any claim or right of whatsoever nature if the Project/ is not awarded to me/ us or our Bid is not opened or rejected.
24. I/We hereby submit our Financial Bid in the prescribed format uploaded on the

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5 In case the Bid Security is being furnished by the Bidder by electronically transferring the Bid Security amount in the account of IRSDC through online RTGS/ NEFT, then this para shall be substituted as follows :

*"The Bid Security for an amount of Rs. 6.20 crore has been electronically transferred into the account of IRSDC by way of online RTGS/NEFT against UTR No. \_\_\_\_\_ dated \_\_\_\_\_."*

e-tendering portal of IRSDC for undertaking the aforesaid Project in accordance with the Bidding Documents and the EPC Agreement.

25. The Bid Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft EPC Agreement, our own estimates of the cost and revenues and after a careful assessment of the Site and all the conditions that may affect the project cost and implementation of the Project.

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

27. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the EPC Agreement till occurrence of Project Completion and Defect Liability Period in accordance with the EPC Agreement.}

28. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

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

Yours faithfully

Date:.....

Signature of the Authorised  
signatory)

Place:.....

(Signature, name and designation of the Authorized  
signatory)

Name and seal of Bidders/Lead  
Member

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

ANNEX-I

**Details of Bidder**

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



- (c) Information regarding the role of each Member should be provided as per table below:

Appendix I

Annex-I

SI. No.	Name of Member	Role* {Refer Clause 2.2.6(d)}\$	Percentage of equity in the Consortium {Refer Clauses 2.2.6(a), (c) & (g)}
1.			
2.			
3.			
4.			

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

6. The following information shall be provided by each Bidder and shall also be provided for each Member of the Consortium:

**Name of Bidder/ member of Consortium:**

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

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/

\$ All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

£ or has been declared by the Authority as non performer/blacklisted

arbitration in the last 5 financial years preceding the Bid Due Date is given below  
(Attach extra sheets, if necessary):



ANNEX-II

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

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

Bidder type #	Member Code*	Project Code**	Cate-gory <sup>§</sup>	Experience <sup>¥</sup> (Equivalent Rs. crore) <sup>\$\$</sup>		Whether Project is executed in OECD Country (Yes/No) (7)	Start Date (dd/mm/yyyy) and Completion Date (dd/mm/yyyy) of the project (8)	Project Cost (in Rs. Crore) (9)
				Payments made/ received for construction of Eligible Projects in Categories 3 and 4 (5)	Payments made for development of Eligible Projects in Categories 1 and 2 (6)			
Single entity Bidder/Lead Member in case Bidder is a Consortium		A						
		B						
		C						
		D						

Appendix I

Annex-II

*@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3(c) and for Categories 1 and 2, include only those projects where the payments made/received exceed the amount specified in Clause 3.2.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.*

*#. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.9, shall be provided.*

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

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

*§ Refer Clause 3.2.1.*

*\$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 65 (sixty five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the original Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

ANNEX-III

**Financial Capacity of the Bidder**

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

(In Rs. crore<sup>\$\$</sup>)

Bidder type <sup>§</sup>	Mem ber Code £	Net Cash Accruals					Net Worth <sup>€</sup>
		Year 1 (4)	Year 2 (5)	Year 3 (6)	Year 4 (7)	Year 5 (8)	
Single entity Bidder or Lead Member in case of Bidder is a Consortium							
TOTAL							

**Name & address of Bidder's Bankers:**

<sup>§</sup> Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder or Lead Member in case of Consortium

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

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

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

**Instructions:**

1. The Sole Bidder/ Lead Member in case of Consortium shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date, marked as Annex VII to Appendix-I. The financial statements shall:
  - (a) reflect the financial situation of the Bidder and its/ their Associates where the Bidder is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Deleted
3. Net Worth as per Companies Act 2013, shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.5 (g) of the RFP document.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. **The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth (including detailed breakup of elements considered for Networth calculation) in accordance with Clause 2.2.4 (ii) of the RFP document. The breakup is to be provided as Annex-VIII to Appendix-I - Calculation of Net Worth.**

## ANNEX-IV

**Details of Eligible Projects***(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFP)***Project Code:****Member Code:**

<b>Item</b>	<b>Refer Instruction</b>	<b>Particulars of the Project</b>
(1)	(2)	(3)
Title & nature of the project	(4)	
Category	5	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	16	

**Instructions:**

**Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFP, as the case may be. Information provided in this section is intended to serve as a back-up for information provided in the Bid.**

1. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
2. A separate sheet should be filled for each Eligible Project.
3. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
4. Refer to Clause 3.2.1 of the RFP for category number.
5. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (Five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3(c). In case of Categories 1 and 2, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
6. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 1 and 2, similar particulars of the client need to be provided.
7. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4
8. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 1 and 2, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
9. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
10. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
11. Certificate from the Bidder's statutory auditor<sup>§</sup> or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory

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<sup>§</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate



auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

12. If the Bidder is claiming experience under Categories 1 & 2<sup>£</sup>, it should provide a certificate from its statutory auditor in the format below:

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

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

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

.....  
 .....

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

.....  
 .....

Name of the audit firm:

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

Date:

certification by statutory auditors would not be necessary.

<sup>£</sup> Refer Clause 3.2.1 of the RFP.

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

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

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

13. If the Bidder is claiming experience under Category 1 & 2♣, it should provide a certificate from its statutory auditors or the client in the format below:

**Certificate from the Statutory Auditor/ Client regarding construction worksΦ**

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (name of the Bidder/Member/Associate) was engaged by ..... (title of the project company) to execute ..... (name of project) for ..... (nature of project)}ψ. The construction of the project commenced on ..... (date) and the project was/ is likely to be commissioned on ..... (date, if any). It is certified that ..... (name of the Bidder/ Member/ Associate) received/paid Rs. .... cr. (Rupees ..... crore) by way of payment for the aforesaid construction works.

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

.....

*{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium.}♠*

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory).

Date:

♣ Refer Clauses 3.2.1 and 3.2.4 of the RFP.

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

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

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



ANNEX-V

**Statement of Legal Capacity**

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

Ref. Date:

To,

The Managing Director and Chief Executive Officer,  
Indian Railway Stations Development Corporation Limited (IRSDC),  
4th Floor, Palika Bhawan,  
Sector 13, R.K. Puram,  
New Delhi-110066.

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

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

**APPENDIX-II Bank Guarantee for Bid Security**

(Refer Clauses 2.1.7 and 2.20.1)

B.G. No.

Dated:

1. In consideration of you, Indian Railway Stations Development Corporation Ltd, having its office at 4<sup>th</sup> Floor, Palika Bhawan, R.K. Puram, New Delhi - 110066, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under the Companies Act, 1956/2013) and having its registered office at .....(and acting on behalf of its consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof its/their executors, administrators, successors and assigns), for the Development of Bijwasan Railway Station Project (hereinafter referred to as "the Project") pursuant to the RFP Document dated.....issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"). We ..... (Name of the Bank) having our registered office at ..... and one of its branches at .....(hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs.\*\*\*\*\* (Rupees \*\*\*\*\*only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions

contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \*\*\*\*\* (Rupees \*\*\*\*\* only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank

- at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
  10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
  11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
  12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
  13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\*\*\* crore (Rupees \*\*\*\*\* crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\*\*\*(indicate date falling 240 days after the Bid Due Date)].

Signed and Delivered by.....Bank

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

(Signature of the Authorised signatory)  
(Official Seal)



**APPENDIX-III Power of Attorney for signing of Bid**

(Refer Clause 2.2.4)

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at

....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Development of Bijwasan Railway Station proposed or being developed by the Indian Railway Stations Development Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the EPC Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the EPC Agreement with the Authority.

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

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

....., 20.....

For .....

(Signature, name, designation and



address of person authorised by Board Resolution (in case of Firm/Company))

Witnesses:

- 1.
- 2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Person identified by me/personally appeared before me/signed before me/Attested/Authenticated\*

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date: .....

Notes:

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

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

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

**APPENDIX-IV Power of Attorney for Lead Member of Consortium**

(Refer Clause  
2.1.10)

Whereas the Indian Railway Stations Development Corporation Limited (the "Authority") has invited bids from pre-qualified and short-listed parties for the Development of Bijwasan Railway Station (the "Project").

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at .....  
....., M/s....., having our registered office at .....  
....., and M/s.  
....., having our registered office at ..... (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ..... having its registered office at ..... being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub- delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Development/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/

documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the EPC Agreement is entered into with the Authority.

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

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

For (Signature, Name&Title)  
For (Signature, Name&Title)  
For (Signature, Name & Title)

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

Witnesses:

- 1.
- 2.

Notes:

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

*Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of*

---

*attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder-*

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

**APPENDIX-V Joint Bidding Agreement**

*(Refer Clause 2.2.5)*

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

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

**AMONGST**

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

**AND**

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

**AND**

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

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

<sup>¥</sup> A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “ a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”.

**WHEREAS**

(A) The ..... and having its(hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Bids**”) by its Request for

Proposal No. .... dated .....(the “RFP”) for pre-qualification and award of bidders for construction of Development of Bijwasan Railway Station (the “Project”) through an Engineering, Procurement and Construction (the “EPC”) Contract.

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

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

**1 Definitions and Interpretations**

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

**2 Consortium**

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

**3 Covenants**

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

**4 Role of the Parties**

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the EPC Contract;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

{(d) Party of the Fourth Part shall be the \*\*\*Member of the Consortium.}

## **5 Joint and Several Liability**

- 5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the EPC Contract, till such time as the completion of the Defects Liability Period in accordance with the EPC Contract.
- 5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

## **6 Share of work in the Project**

- 6.1 The Parties agree that the Lead Member shall carry out works directly under its own supervision and through its own personnel in at least 30 (thirty) per cent of the total value of the Project.

## **7. Representation of the Parties**

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other

- instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
  - (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
  - (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associate is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8 Termination**

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

## **9 Miscellaneous**

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED

For and on behalf of  
SECOND PART by:



(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

FOURTH PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

**Notes:**

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

**APPENDIX-VI List of Documents to be submitted physically in original hard copy also**

1. Bid Security if submitted in the form of Bank Guarantee in the format at Appendix-II or Demand Draft;
2. Power of Attorney for signing of Bid in the format at Appendix-III;
3. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV;
4. Joint Bidding Agreement, if applicable

**APPENDIX-VII Indicative Financial Bid Format for online Submission**

(Bidders are required to submit Financial Bid format available on the designated website)

**Financial Bid**

*I/We hereby submit our Bid Price as given in the following table for undertaking the aforesaid Project in accordance with the Bidding Documents and the EPC Agreement.*

<b>Bid Price</b>			
Bid Price ( lump sum)	Amount payable by Authority <i>inclusive of Applicable Taxes</i>	Figures	
		Words	

*Note: By submitting its Bid, the Bidder acknowledges that the amount quoted in the Financial Bid is inclusive of the Applicable Taxes, Levies, Cess etc.*

**APPENDIX VIII: CHECKLIST and SELF EVALUATION SHEET****A. CHECK LIST**

Requirement	Complied with (Yes / No)
The Proposal and all related correspondence and documents are in English Language.	
Note: Supporting documents and printed literature furnished with the Proposal in any language other than English language are accompanied by translations of all the pertinent passages in English language, duly authenticated and certified by the Bidder.	

S. No.	Document uploaded/ enclosure for submission	Submitted (Yes / No )	Details
1	RFP Document fee of INR 1,10,000/- (Rupees One Lakh Ten Thousand Only) as per e-RFP Notice.		
2.	Bid Security of Rs. 6.20 Crores (Rupees Six Crore and Twenty Lakh only) in accordance with the provisions of RFP document.		

S. No.	Document uploaded/ enclosure for submission	Document Submitted/Uploaded (Yes/No/NA)
1.	Letter Comprising the Bid <i>as per the prescribed format</i> in APPENDIX I; i) signed by authorized signatory ii) on the letterhead of the Bidder;	
2	Details of Bidder <i>as per the prescribed format</i> in Appendix I, Annex-I,	
3	Technical Capacity of the Bidder <i>as per the prescribed format</i> in Appendix I, Annex-II;	
4	Financial Capacity of the Bidder <i>as per the prescribed format</i> in Appendix	

	I, Annex-III, along with copies of the balance sheets, financial statements and Annual Reports for 5 (five) financial years preceding the Bid Due Date along with Auditor's Certificate specifying the net worth of the Bidder	
5	Details of Eligible Projects as per Appendix I- Annex-IV, duly certified by Statutory Auditor/ Company Secretary/ Client etc. as per the RFP	
6	Statement of Legal Capacity as per the format prescribed at Appendix I Annex-V, Signed by Authorized Signatory On the letterhead of the Bidder	
7	Joint Bidding Agreement, in case of Bidder being a consortium, executed on non-judicial stamp paper as per Applicable Law and duly notarized as <i>per the prescribed format</i> in Appendix V;	
8	Power of Attorney (submitted by the Bidder/ Member/ Lead Member for signing of Bid) executed on non-judicial stamp paper as per Applicable Law and duly notarized as <i>per the prescribed format</i> in Appendix III and Appendix IV, as applicable;	
9	<i>Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting the authority of the person signing the Power of Attorney has been submitted</i>	
10	<i>Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed</i>	
9	Power of Attorney in favour of the Lead Member of Consortium executed on non-judicial stamp paper as per Applicable Law and duly notarized as <i>per the prescribed format</i> in Appendix IV;	
10	<i>Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting the authority of the person signing the Power of Attorney has been submitted</i>	
11	<i>Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction</i>	

	<i>where the Power of Attorney is being executed</i>	
10	<p>List of Documents to be submitted physically in original hard copy also as per</p> <ol style="list-style-type: none"> <li>5. <i>Bid Security if submitted in the form of Bank Guarantee in the format at Appendix-II or Demand Draft;</i></li> <li>6. <i>Power of Attorney along with Board Resolution for signing of Bid in the format at Appendix-III;</i></li> <li>7. <i>If applicable, the Power of Attorney for Lead Member of Consortium along with Board Resolutions, in the format at Appendix-IV;</i></li> <li>8. <i>copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-V</i></li> </ol>	

**B. Self-Evaluation of Financial Capacity**

	Net Cash Accrual (Rs. Crore)					Net Worth (Rs. Cr.)	Net Worth Certified by Statutory Auditors	Methodology for Calculation of Net Worth from SA	Overall assessment Yes/No	Remarks
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1				

**C. Self-Evaluation of Technical Capacity and Score for Number and Size of Eligible Projects**

S. No.	Project Identification		Category assessed by	Type of Experience (Rs. Crore)			Project Cost as certified by SA/ Client (Rs. Cr.)	Within Last 5 Financial Years	Experience of Self or Associate	Eligible Project (Yes/No)
	Project Code	Project Name	Bidder	Construction project experience	PPP Projects Experience - Payments made	PPP Projects Experience - Revenues Appropriated				
1.	a									
2.	b									
3.	c									
4.	d									