

## **Addendum/ Corrigendum to our RFP Dated:18.08.2020**

The following is the Addendum / Corrigendum that is now issued for the captioned RFP. The Bidders are requested to make a note of the same and Bid accordingly.

### **1. Clause 3.2.1 of the RFP**

- a) Civil Contractors / Contracting firms / steel gabion manufacturers of India are eligible to participate in the bidding.
  - i. The Bidder is allowed to form a Consortium for Bidding for the Project and in case the Bidder is a Consortium, the Member thereof should furnish a Power of Attorney in favour of the Lead Member in the Format at Appendix VII. The Bidder, in case of a Consortium, shall have to submit Joint Bidding Agreement in the format at Appendix VIII.

Clause 3.1.12 of the RFP stands modified accordingly.

- ii. In case the Bidder is a Consortium, it shall also comply with the following additional requirements:
  - a) No. of members in the Consortium shall not exceed 2 (two);
  - b) Subject to the provisions of the Clause a) above, the Bid should contain the information required for each Member of the Consortium;
  - c) Members of the Consortium shall nominate one member as the Lead Member. The Lead Member shall meet at least 60% requirement of Technical and Financial Capacity required as per Clause 3.2.1 of the RFP. The nomination shall be supported by a Power of Attorney, as per the format at Appendix VII, signed by the other Member of the Consortium. Other Member shall meet at least 26% requirement of Technical / Financial Capacity required as per Clause 3.2.1. (d), (e), (g) & (h).
  - d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;
  - e) An individual Bidder cannot at the same time be member of a Consortium applying for this Bid. Further, a member of a Bidder Consortium cannot be a member of any other Bidder Consortium applying for this Bid;
  - f) The Lead Member shall hold atleast 51% of equity share between the members.
  - g) Members of the Consortium shall have entered into a Joint Bidding Agreement, substantially in the form specified at Appendix VIII, for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia.
    - 1) Convey the commitments of the Lead Member in accordance with this RFP and clearly outline the proposed roles & responsibilities of each member;
    - 2) Commit the approximate share of work to be undertaken by each member;
    - 3) Include a statement to the effect that both the members of the Consortium shall be liable jointly and severally for all obligations of the Contractor in relation to the

Project until completion of Defect Liability Period in accordance with the Contract Agreement; and

- h) Except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement.
- iii. The Bidder including the individual member in case of a Consortium shall provide details in Appendix II (Statement I to VIII) as relevant to the Project including details of their on-going projects along with updated stage of litigation /on-going process of blacklisting, if so, against the Authority / Governments.
- iv. The Authority reserves the right to reject, an otherwise eligible Bidder, on the basis of the information provided under this Clause. The decision of the Authority in this case shall be final.

## **2. Clause 3.2.1.(b) of the RFP**

### **Similar nature of work:**

- a) The Bidder should have satisfactorily completed similar nature of work of value not less than Rs. 7.87 crore as a Prime Contractor in any one Financial Year during the last 10 financial years. Sub-contractors /GPA holders experience shall not be considered unless a consortium agreement is concluded between them as per clause
- b) In case the Bidder is a steel gabion manufacturer, the credentials of similar nature of works of the Prime Contractor / Contracting firm with whom the gabion manufacturing firm has an MOU for execution of works at the Site for the Project shall have to be furnished.

## **3. Clause 3.2.1.(C) of the RFP**

The following Corrigendum is issued with respect to the above Clause 3.2.1 (C) of the RFP.

**Physical Quantities:** The Bidder should have successfully executed the following items in construction in any one Financial Year during the last 10 years:

1. Providing and placing ISI marked mechanically Woven Double Twisted Hexagonal Shaped Wire Mesh Gabion Boxes as per IS 16014: 2018, Zn + Al + PVC coated, mechanically edged / selvedged– **2144.00 Cum**
2. Providing and spreading of ISI marked mesh comprising of double twisted Hexagonal shaped mechanically woven wire mesh as per IS 16014: 2018, Zn + Al coated, top support rope, bottom support rope, edge rope and additional diagonal rope, lacing wire, U-clamps, thimbles, with all other accessories including safety, required to fix the steel wire mesh in place as per technical specifications as per clause 5.3.4 & 6.2 of IRC Highway Research Board Special report 23, State of Art: Design and construction of Rock fall mitigation system – **10,286.00 Sqm**
3. Drilling 75mm diameter bore hole at all heights on the slope face to required depth, providing and fixing Fe500 RE bars, yield load more than 500 N/Sq.mm, hexagonal nut, washer plate, coupler for connecting bars, and full length grouting with admixture as per

clause 2.3.2 & 6.1 of IRC Highway Research Board Special report 23, State of Art: Design and construction of Rock fall mitigation system – **3461 Running metre.**

Accordingly, CE marked mesh / gabion boxes stands deleted from I. Schedule C (Unit Rates of Payment) S No. 4 &5, II. Annexure to Financial Bid S No. 4 & 5, III. Annexure III (Detailed Specifications for carrying out the works) Point No. 4, IV. Annexure II (Bill of Quantities) S No. 4 & 5 of the RFP and in any other places, if so mentioned in the RFP.

- 4. Bid due date / Bid submission date extended upto 15.00 hours IST on 9<sup>th</sup> September 2020 and Technical Bid opening date on 15.30 hours IST on 9<sup>th</sup> September 2020**

**APPENDIX–VII<sup>5</sup>**  
**Power of Attorney for Lead Member of Consortium**

Whereas the Telangana State Industrial Infrastructure Corporation Limited (the “Authority”) has invited bids from eligible parties for “Execution of Safety Works at the road adjacent to Bio-diversity Park, Hitech City, Hyderabad of TSIIIC Cyberabad Zone in the State of Telangana for mitigating hazards on Engineering, Supply & Execution basis (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 Bid documents including the Agreement 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 ....., (hereinafter 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 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, 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 in all respect for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority & completed.

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....

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<sup>5</sup>To be submitted in original.

For .....  
(Signature)

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(Name & Title)

(Executant)  
(To be executed by the Member 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 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 legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.

**APPENDIX VIII**  
**Format for Joint Bidding Agreement for Consortium**  
(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, 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

3. {..... Limited, having its registered office at .....} and (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 and SECOND PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) Telangana State Industrial Infrastructure Corporation Limited represented by its Chief Engineer and having its principal offices at 6<sup>th</sup> Floor, ParishramaBhavanam, Fateh Maidan Road, Basheerbagh, Hyderabad – 500004 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids”) by its Request for Proposal No. .... dated .....(the “RFP”) for award of Execution of Safety Works at the road adjacent to Bio-diversity Park, Hitech City, Hyderabad of TSIIIC Cyberabad Zone in the State of Telangana for mitigating hazards on Engineering, Supply & Execution basis (the “Project”) through a Contract Agreement.

(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 RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP 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 capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**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.

### **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 a Contract Agreement with the Authority and for performing all its obligations as the Contractor in terms of the Contract Agreement for the Project.

### **4. Role of the Parties**

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

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

(b) Party of the Second Part shall be {the Member of the Consortium}

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

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

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

The Parties agree that the proportion of construction in the Contract for works execution to be allocated between the members as follows:

First Party:

Second Party:

Further, the Lead Member shall hold 51% of the equity share among the members of the Consortium, if the Contract is allocated to the Consortium.

### **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 organized, 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 authorized 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 organizational documents thereof;
- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;

or

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

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

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Project completion including Defect Liability Period is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is



not qualified or upon return of the Earnest Money Deposit (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

SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER by:

SECOND PART

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

(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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.