

National Highways & Infrastructure Development Corporation Limited
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT. OF INDIA)

SECTION 1
INTRODUCTION

1.1 Background

- 1.1.1 The National Highways & Infrastructure Development Corporation Limited (NHIDCL) represented by Managing Director (the “Authority”) is engaged in the development of National Highways and as part of this endeavor, the Authority has decided to undertake the work of “Slope protection ,landslide mitigation and re-construction of road section (from km 94+745 to km 95+734) on NH-717A near Reshi border on EPC mode in the State of West Bengal during the FY 2026-27-2nd Call”, and has decided to carry out the International Competitive bidding process for selection of a Bidder to whom the Project may be awarded. A brief description of the project may be seen in the Information Memorandum of the Project at the CPPP website [https:// eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). Brief particulars of the Project are as follows:

State/UT	NH No.	Description of the work	Estimated Cost exclusive of GST (Rs. In Crore)	Bid Security (Rs. in Crore)	Completion period
West-Bengal	NH-717A	“Slope protection ,landslide mitigation and re-construction of road section (from km 94+745 to km 95+734) on NH-717A near Reshi border on EPC mode in the State of West Bengal during the FY 2026-27-2 nd Call”	55.26	0.56	12 months Construction Period (60 months DLP)

- 1.1.2 The selected Bidder (the “Contractor”) shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “EPC Contract”) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period. The scope of work will broadly include *special slope protection works, road reconstruction, deployment of machinery and installation of rock fall barrier from* (from km 94+745 to km 95+734) on NH-717A near Reshi border as detailed in the Schedules and maintenance of the Project during the Defect Liability Period, which shall be 60 months from the date of completion.
- 1.1.3 The estimated cost of the Project (the “Estimated Project Cost”) has been specified in the clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.4 The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor’s services and obligations.
- 1.1.5 The Authority shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the “Bidding Documents”), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Data Sheet for submission of BIDs (the “BID Due Date”).

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a single stage two-part system (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP (the "**Bidder**", which expression shall, unless repugnant to the context, include the members of the Joint Venture). The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP

[GOI has issued guidelines (see Annexure VII of Appendix-1A of RFP) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-1A].

- 1.2.2 The Bid shall be valid for a period of **120 days** from the date specified in Clause 1.3 for submission of BIDs.

1.2.3 Deleted

- 1.2.4 A Bidder is required to submit, along with its BID, a BID Security of Rs. **0.56 Cr.** (Rupees Fifty Eight Lakh Only) (the "BID Security"), refundable not later than 150 (One hundred fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. BID Security shall be submitted in the form of Electronic Bank Guarantee (e-Bank Guarantee) (the other form will not be acceptable). The entity id for e-BG shall be **NCTGC2571P**. The e-Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL's Bank Account of designated bank account are as under:-

Sl. No.	Particulars	Details
1.	Name of Beneficiary	National Highway Infrastructure Development Corporation
2.	Beneficiary Bank Account No.	120035355901
3.	Beneficiary Bank Branch Name and Address	Canara Bank, Shivmandir Branch & Kadamtala, Siliguri.
4.	Beneficiary Bank Branch IFSC	CNRB0019716

Bidder will have facility to deposit the bid security & tender fee (cost of bid documents) of Rs. 11,800/- (Rupees Eleven thousand eight hundred Only), through online payment methods such as NEFT/RTGS in account of [NHIDCL RO Siliguri] as mentioned as cost of bidding document.

For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order 516 dated 22nd March 2023 available on NHIDCL Website. A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted along with bid.

- 1.2.5 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.
- 1.2.6 BIDs will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "**BID Price**"). The total time allowed for completion of construction under the Agreement (the "**Construction Period**") and the period during which the Contractor shall be liable for maintenance and 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 RFP/Draft Agreement forming part of the Bidding Documents.

In this RFP, the term **“Lowest Bidder”** shall mean the Bidder who is quoting the lowest BID price.

- 1.2.7 Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 2.1.12 (b) (4) & Clause 3.3.1, the Authority shall annul the Bidding Process and invite fresh BIDs.
- 1.2.8 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.
- 1.2.9 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in the Data Sheet with identification/ title: "Queries / Request for Additional Information: RFP for *“Slope protection ,landslide mitigation and re-construction of road section (from km 94+745 to km 95+734) on NH-717A near Reshi border on EPC mode in the State of West Bengal during the FY 2026-27-2nd Call”*
- 1.2.10 A Bidder is required to submit, along with its technical BID, a self- certification that the item offered meets the local content requirement for ‘Class - I local Supplier’ / ‘Class - II local Supplier’, as the case may be. The self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as ‘Non- Local Supplier’.

In the above pretext, the Class - I Local Supplier, Class - II Local Supplier and the Non- Local Supplier are defined as under:

- (i) ‘Class - I local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class - I local Supplier’ under this RFP. The ‘local content’ requirement to categorize a supplier as
- ‘Class I local Supplier’ is minimum 50%.
 - ‘Class - II local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class II local Supplier’ under this RFP. The ‘local content’ requirement to categorize a supplier as ‘Class - II local Supplier’ is minimum 20%.
- (ii) ‘Non - local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class - II local supplier’ under this RFP.
- (iii) ‘Local content’ means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent

In case of procurement for a value in excess of Rs. 10 crores, the ‘Class - I local supplier’ / ‘Class - II local supplier’ shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing Cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the schedule:-

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	03.06.2026
2.	Last date for receiving queries	12.06.2026, 10.00 Hrs.]
3.	Pre-BID meeting	13.06.2026, 11.00 Hrs.]
4.	Authority response to queries latest by	15.06.2026
5.	Last date of Request for BID Document	18.07.2026, 11.00 Hrs.]
6.	BID Due Date	18.07.2026, 15.00 Hrs.]
7.	Opening of Technical BIDs at venue 2.11.4 (i)	20.07.2026, 15:00 Hrs.]
8.	Declaration of eligible / qualified Bidders	The dates will be hosted on the GOI e-tendering Portal(http://eprocure.gov.in/cppp) and NHIDCL Portal
9.	Opening of Financial BID	
10.	Letter of Acceptance (LOA)	
11.	Return of signed duplicate copy of LOA	
12.	Validity of BID	120 days from BID Due Date
13.	Submission of Performance Security (PS) and Additional Performance Security (APS), if any	Within 15 days of receipt of LOA. (The bidder has the option to provide 50% of PS and APS, if any within 15 days of receipt of LOA and the remaining PS and APS, if any to be provided within 15 days of signing of agreement)
14.	Signing of Agreement	Within 10 days from the receipt of 50% of Performance Security and 50% of Additional Performance Security, if any