

Request For Qualification

For

**Construction of 4 Lane Twin Tube Road cum Rail
Underwater Tunnel under River Brahmaputra, including
4 Lane approaches along with provision of Railway
infrastructure in one of the tubes, in the state of Assam on
EPC Mode**

On

Engineering, Procurement & Construction (EPC) Mode

**National Highways & Infrastructure Development Corporation
Ltd (NHIDCL)**

August 2026

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DISCLAIMER

The information contained in this Request for Qualification document (the "RFQ") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the "Application"). This RFQ 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 Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(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 Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

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

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 RFQ.

The issue of this RFQ does not imply that the Authority is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Term	Definition
Applicant(s)	As defined in Clause 1.2.1
Application	As defined in the Disclaimer
RFQ/ Application Due Date	As defined in Clause 1.1.5
Authority	As defined in Clause 1.1.1
Bids	As defined in Clause 1.2.3
Bid Price	As defined in Clause 1.2.8
Bid Due Date	As defined in Clause 1.2.3
Bid Security	As defined in Clause 1.2.4
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bid Stage	As defined in Clause 1.2.1
Construction Period	As defined in Clause 1.2.8
Contractor	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Defect Liability Period	As defined in Clause 1.2.8
Eligible Experience	As defined in Clause 3.2.1
Eligible Projects	As defined in Clause 3.2.1
EPC	Engineering, Procurement and Construction
EPC Contract	As defined in Clause 1.1.2
Estimated Project Cost	As defined in Clause 1.1.4
Experience Score	As defined in Clause 3.2.6
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of *****
LOA	Letter of Award
Lowest Bidder	As defined in Clause 1.2.8
Net Worth	As defined in Clause 2.2.4 (ii)
Project	As defined in Clause 1.1.1
Qualification	As defined in Clause 1.2.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee

Term	Definition
RFPB (Request For Price Bid)	As defined in Clause 1.2.1
RFQ (Request for Qualification)	As defined in the Disclaimer
Technical Capacity	As defined in Clause 2.2.2.2
Threshold Technical Capacity	As defined in Clause 2.2.2.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD**
**1st & 2nd Floor, Tower A, World Trade Centre, Nauroji Nagar,
New Delhi – 110029**

Notice Inviting RFQ

Package no.....** Dated **31.08.2026**

RFQ for Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode

The Ministry of Road Transport & Highways through National Highways & Infrastructure Development Corporation Ltd. (NHIDCL)] is engaged in the development of National Highways and as part of this endeavour, it has been decided to undertake Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode

The National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) represented by its Managing Director now invites applications from eligible contractors for the following project:

State	NH No.	ICB No.	Name of work	Estimated Project Cost (Exclusive of GST)	Completion period	Maintenance period
Assam	***	***	Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode	Rs. 11,982.36	5 Years	15 Years

The complete RFQ document can be viewed / downloaded from NHIDCL website i.e., www.nhidcl.com and e-procurement portal of NHIDCL <https://eprocure.gov.in/cppp/> from **31.08.2026**** to **30.09.2026**** (upto 18.00 Hrs. IST). Application must be submitted online only at <https://eprocure.gov.in/cppp/> on or before **30.09.2026** (upto 1800** hours IST). Applications received online shall be opened on **01.10.2026**** (at 1500 hours IST). Applications through any other mode shall not be entertained. However, Power of Attorney and other documents as specified in the RFPB shall be submitted physically by the Applicant on or before **01.10.2026** (at 1500 hrs IST)**. Please note that the NHIDCL reserves the right to accept or reject all or any of the Applications without assigning any reason whatsoever.

Officer In-charge
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CORPORATION LTD**
**1st & 2nd Floor, Tower A, World Trade Centre, Nauroji Nagar,
New Delhi – 110029**

**SECTION - 1
INTRODUCTION**

1.1 Background

1.1.1 National Highways & Infrastructure Development Corporation Ltd. represented by Managing Director (the "Authority") is engaged in the development of National Highways and as part of this endeavour, the Authority has decided to undertake Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode (the "**Project**") through an Engineering, Procurement and Construction (the "EPC") Contract, and has decided to carry out the 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 attached as **Annexure – A** at the Authority's website <https://eprocure.gov.in/cppp/>. Brief particulars of the Project are as follows:

Name of the Project	Length in km	Estimated Project Cost (Exclusive of GST) (In Rs. cr.)	Completion period of the work	Defects Liability Period
Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode	33.700	11,982.36	5 years	15 years

The Authority intends to pre-qualify suitable Applicants (the "Bidders") who will be eligible for participation in the Bid Stage, for award of the Project through competitive bidding subject to national security clearance, in accordance with the procedure set out herein[§].

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

[§] The curly parenthesis including the provisions contained therein and all the blank spaces may be retained in the RFQ document issued to prospective Applicants. They should be suitably modified/ filled up subsequently by the respective Applicants or the Authority, as the case may be, to reflect the particulars relating to the Project or the Applicants.

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, which is expected to be as per clause 1.1.3.

- 1.1.3** The scope of work will broadly include Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode and maintenance of the Project during the Defects Liability Period, which would be for 15 (fifteen) years. A brief description of the project may be seen in the Information Memorandum of the Project attached as **Annexure – A** at the Authority's website.
- 1.1.4** Indicative capital cost of the Project which is exclusive of GST (the "Estimated Project Cost") **will be revised and specified in the Bidding Documents of the Project**. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5** The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the "Application Due Date").
- 1.1.6** (a) The selected Bidder shall use the Link “Data Lake Portal” available on NHIDCL Website www.nhidcl.com to communicate with the Authority Engineer and NHIDCL for all contractual correspondence.
- (b) No physical document shall be accepted unless and until the same is specifically stated so in the RFPB or it is a legal requirement.

1.2 Brief description of Bidding Process

- 1.2.1** The Authority has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. The first stage (the "Qualification Stage") of the process involves qualification (the "Qualification") of interested parties who make an Application in accordance with the provisions of this RFQ (the "Applicant"). Prior to making an Application, the Applicant shall pay to the Authority a sum of **Rs. 5,00,000/- (Rupees Five Lakh only)** inclusive of GST as the cost of the RFQ process. At the end of this stage, the Authority expects to announce a list of pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "Bid Stage") comprising **Request for Price Bid ("RFPB ")**. The details of NHIDCL Account for deposition of application cost of bid document online is given below:

Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
Name and Address of Bank	Canara Bank, Transport Bhawan, 1 st Parliament Street, New Delhi-110001
Account Number	90621010002610
IFSC Code	CNRB0019062

Government of India has issued guidelines (see Appendix-V) 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 an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

- 1.2.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified by the Authority, subject to approval from national security perspective, shall be invited to submit their **Price Bids** for the Project at **Request For Price Bid Stage**. The Authority is likely **to provide 02-03 months** for submission of the **Price Bids at RFPB stage** for the Project. The Applicants are, therefore, advised to visit the site and familiarise themselves with the Project.
- 1.2.3 In the **Request For Price Bid Stage**, the Bidders will be called upon to submit their financial offers (the "**Price Bids**") in accordance with the RFPB and other documents to be provided by the Authority (collectively the "Bidding Documents"). The Bidding Documents for the Project will be provided to every **Pre qualified Bidder** on payment of **Rs. 5,00,000/-(Rupees Five Lakh only)** inclusive of GST. The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3 for submission of bids (the "Bid Due Date").
- 1.2.4 In terms of the RFQ, a Bidder will be required to submit, along with its **Proposal**, a bid security of Rs. 06 crores (Six Crores) (the "Bid Security"), refundable no later than 180 days (One Hundred Eighty days) for the Non qualified bidders at RFQ stage and **365 days (Three Hundred Sixty Five) for qualified bidders from the Due Date, or his submission of Bid security for RFPB stage**. The Bidders will have an option to provide Bid Security in the form of insurance surety bond or e-bank guarantees acceptable to the Authority and in such event, the validity period of the e-bank guarantee, as the case may be, shall not be less than **365 180** (Three hundred Sixty Five) days from the **RFQ Due Date**, inclusive of an **extra** 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. The **Bid /applications** shall be summarily rejected if it is not accompanied by the Bid Security **at RFQ stage**.
- 1.2.5 The Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except on grounds relating to the approval from national security perspective and Non performing Party as mentioned in Clause 2.2.2.7.1, the Authority shall annul the Bidding Process and invite fresh bids.
- 1.2.6 During the Bid Stage, Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the EPC Contract including implementation of the Project.
- 1.2.7 As part of the Bidding Documents, the Authority will provide a draft EPC Contract and feasibility report prepared by the Authority/ its consultants and other information pertaining/ relevant to the Project available with it at the Bid stage in **RFPB (Request For Price Bid)**.
- 1.2.8 Bids will be invited 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 EPC Contract (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 will be indicated in the draft EPC Contract forming part of the Bidding Documents. The Bid Price shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the lowest Bid Price.

In this RFQ and RFPB, the term "Lowest Bidder" shall mean the Bidder who is offering the lowest Bid Price.

1.2.9 Deleted.

1.2.10 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

1.2.11 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: RFQ for Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode Project"

1.2.12 An Applicant is required to submit, along with its Application, 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, Applicant has not submitted the aforesaid certification the Applicant 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 RFQ. The 'local content' requirement to categorize a supplier as 'Class I local Supplier' is minimum 50%.
- (ii) '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 RFQ. The 'local content' requirement to categorize a supplier as 'Class - II local Supplier' is minimum 20%.
- (iii) '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 RFQ.
- (iv) '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.

- 1.2.13 During the RFP stage, for TBM & other allied services or components/machinery to be used for the project, the provision for preference for 'Make in India' initiative may be included by Authority.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Event Description	Date
Qualification Stage	
1. Last date for receiving queries	12.09.2026 [12 days from the date of RFQ]
2. Pre-Application Conference	17.09.2026 [17 days from the date of RFQ]
3. Authority response to queries latest by	22.09.2026 [22 days from the date of RFQ]
4. RFQ/ Application submission start Date	24.09.2026 [24 days from the date of RFQ]
5. RFQ / Application Due Date	30.09.2026 (1800 Hrs) [30 days from the date of RFQ]
6. RFQ/Application Opening Date	01.10.2026 (18:00 Hours)
7. Announcement of short-list	Within 30 days of Application Due Date
Bid Stage	
1. Sale of Bid Documents	[To be specified]
2. Last date for receiving queries	[To be specified]
3. Pre-Bid meeting – 1	[To be specified]
4. Authority response to queries latest by	[To be specified]
5. Bid Due Date	[To be specified]
6. Opening of Bids	[To be specified]
7. Letter of Award (LOA)	To be specified
8. Validity of Bids	To be specified
9. Signing of EPC Contract	To be specified

SECTION - 2

INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

- 2.1.1** The Authority wishes to receive Applications for Qualification in order to pre-qualify experienced and capable Applicants for the Bid Stage.
- 2.1.2** Pre-qualified Applicants may be subsequently invited to submit the Bids for the Project.

2.2 Eligibility of Applicants

- 2.2.1** For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:
- (a) Deleted .
 - (b) An Applicant may be a natural person, private entity, subject to the condition that: (i) in the case of a natural person, the Applicant shall be a citizen of India; and (ii) in the case of a private entity, the Applicant shall be a company/firm/LLP duly incorporated and registered in India under the relevant Indian statutes, having its registered office in India. Foreign Applicant, including any entity having foreign ownership, control, or incorporation outside India, shall not be eligible to participate in this bidding process.
 - (c) An Applicant shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Applicant or any constituent thereof and any other Applicant 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 an Applicant (or any shareholder thereof having a shareholding of more than 5% (five per cent of the paid up and subscribed share capital of such Applicant, , in the other Applicant is less than 5% (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 4A of the Companies Act 1956. 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 Applicant is also a constituent of another Applicant; or
 - (iii) such Applicant receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant; or
 - (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (v) such Applicant has a relationship with another Applicant, 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 Application of either or each other; or
 - (vi) such Applicant has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. 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.
- (e) Deleted.

(f) Ineligibility on account of Insolvency Proceedings

Notwithstanding anything to the contrary contained elsewhere in this RFQ, a Applicant shall not be eligible to participate in the bidding process, and its Application/Bid shall be summarily rejected, if, as on the Application Due Date (or at any time thereafter until the issuance of the Letter of Award):

- (a) an application for initiating the Corporate Insolvency Resolution Process (CIRP) against the Applicant has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code, 2016 (IBC); or
- (b) the Applicant is undergoing a Corporate Insolvency Resolution Process, or is under liquidation, moratorium, or any equivalent proceeding under the IBC or any other law for the time being in force; or
- (c) a resolution plan in respect of the Applicant has been approved by the Adjudicating Authority but is yet to be fully implemented as on the Application Due Date.

The Applicant shall furnish, along with its Application, a duly notarised affidavit / self-declaration on non-judicial stamp paper of the requisite value (in the format prescribed at **Appendix-VIII**), confirming that the Applicant is not ineligible

under this Clause. Any misrepresentation, suppression of facts, or false declaration in this regard shall, without prejudice to any other rights of the Authority under this RFQ or in law, render the Applicant liable for outright rejection of its Application, forfeiture of Bid Security, and debarment from participation in future projects of the Authority for a period as may be determined by the Authority.

In the event that the aforesaid ineligibility is triggered after submission of the Application but prior to the issuance of the Letter of Award, the Applicant shall forthwith, and in any case within 7 (seven) days of such occurrence, intimate the Authority in writing, whereupon the Authority shall be entitled to reject the Application without any liability whatsoever.

- (g) The Applicant shall be deemed to be a non-eligible party, if, in any of the project (on-going/completed) in last 2 years from the Application Due Date, catastrophic failure event of Structure / Highway has occurred and such catastrophic failure event has been notified by the Competent Authority in the Ministry of Road Transport and Highways.

The Applicant is required to submit the undertaking in the proforma prescribed in **Appendix-IX**.

2.2.2 Qualification requirements of Applicants:

- 2.2.2.1 Applicants who inter-alia meet the minimum qualification criteria will be qualified only if their available Bid capacity is more than the total Bid value (Value as per Clause 1.1.1). The available bid capacity will be calculated as per following based on information mentioned at Annexure-VI of Appendix-I:

$$\text{Assessed Available Bid capacity} = (A * N * 2.5 - B)$$

where

A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note-2 below) taking into account the completed as well as works in progress. The EPC projects as mentioned includes turnkey projects/ item rate contract/ construction works

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

B = Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments works for which the Applicant has emerged as the winner of the bids or and on-going works to be completed during the period of completion of the works for which bids are invited. For the sake of clarification, it is mentioned that works for which Applicant has emerged as the winner of the bids but LOA has not been issued as on the day before opening the financial bids shall also be considered while calculating value of B.

Note:

1. The Statement showing the value of all existing commitments, works for which the Applicant has emerged as the winner of the bid as given by Applicant and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.
2. The factor for the year for updation to the price level (based on Cost Inflation Index) is indicated as under:

Year	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7
Updation factor	1.00	1.04	1.08	1.14	1.19	1.24	1.30

3. The Bid capacity status of the Applicant to be updated as on the day before opening the RFPB / Financial Bids.

2.2.2.2 To be eligible for pre-qualification, an Applicant, shall fulfil the following conditions of eligibility:

Technical Capacity

- (i) For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall, over the past 7 (seven) financial years preceding the Application Due Date, 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, as further adjusted in accordance with clause 2.2.2.2 (iv) is more than Rs 5,991.18 crore (Rupees five thousand nine hundred ninety one crore eighteen lakh only) (the "Threshold Technical Capacity").
- (ii) Provided that the Applicant shall, during the last 7 (seven) financial years preceding the Application Due Date or till the Application Due Date, have completed at least either of the following tunnel project(s):
 - (a) one (1) TBM tunnel project under a single package having a total tunnel length of not less than 25% of the Total TBM Tunnel Length of the Project, i.e. 7.90 km, with an internal diameter of 5.5 m or more;
 - or
 - (b) two (2) TBM tunnel projects under separate packages having an aggregate tunnel length of not less than 40% of the Total TBM Tunnel Length of the Project, i.e. 12.64 km, with an internal diameter of 5.5 m or more in each package;
 - or
 - (c) three (3) TBM tunnel projects under separate packages having an aggregate tunnel length of not less than 50% of the Total TBM Tunnel Length of the Project, i.e. 15.800 km, with an internal diameter of 5.5 m or more in each package;
 - or

- (d) one (1) TBM tunnel project having a tunnel length of not less than 2 km with an internal diameter exceeding 10.20 m.

Note: The eligible tunnel project(s) referred to in above shall pertain only to the Roads / Highways, Railways, or Metro Rail sectors. Tunnel works executed for hydro-power, irrigation, water supply, sewerage, mining, defense, or any other sector shall not be reckoned for the purpose of determining eligibility under this Clause.

Only such tunnel project(s) as have been executed by the Applicant in the capacity of Prime Contractor or EPC Contractor (including, where applicable, as Lead Member or Member of a Joint Venture/Consortium charged with the principal construction obligation) or Sub-Contractor approved by principal client shall be reckoned as eligible reference work(s) for the purpose of this Clause.

Experience acquired by the Applicant in the capacity of a Project Implementing Agency (PIA), Project Executing Agency (PEA), Project Management Consultant (PMC), Owner's Engineer, Independent Engineer, Authority's Engineer, Concessionaire (not having directly executed the construction works), Employer / Client, Operation & Maintenance Contractor, or in any other supervisory, advisory, or oversight role, shall not be eligible, and the same shall be wholly excluded from the computation of technical experience under this RFQ, irrespective of the value, length, scope, or duration of the work overseen in any such capacity.

For this purpose, For this purpose, the projects should be treated as substantially completed at time of Application Date (bid due date) of RFQ, subject to following:

- (a) For Project having tunnel length upto 10 Km, at east 90 % of the value of the work has been completed;
- (b) For Project having tunnel length more than 10 Km, at least 75 % of the value of the work has been completed

Certificate from concerned government client shall be submitted in support thereof.

In case the claimed project(s) relate to subcontracting or JV arrangements, approval from the concerned Government authority shall also be submitted, restricted to the permissible subcontracting limit or JV share under the original contract.

(iii) Deleted

(iv) The up-dation factor to update the price of the eligible projects (based on Cost Inflation Index) for the year indicated in table below:

Year	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7
Up-dation factor	1.00	1.04	1.08	1.14	1.19	1.24	1.30

2.2.2.3 Financial Capacity:

(i) The Applicant shall have a minimum Net Worth (the “Financial Capacity”) of Rs. 1,198.24 Cr. (Rupees one thousand one hundred and ninety eight crore and twenty four lakh only) at the close of the preceding financial year.

(ii) The Applicant shall have a minimum Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of Rs. 2,396.47 crore (Rupees two thousand three hundred ninety six crore and forty seven lakh only) for the last 5 (five) financial years.

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Up-dation factor	1.00	1.04	1.08	1.14	1.19

2.2.2.4 The Applicant shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors^{\$} or the concerned client(s) stating the payments received or in case of a PPP project, the construction carried out by itself, during the past 7 (seven) years, in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Applicant (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in PPP Projects as applicable the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) certificate(s) from its statutory auditors specifying the net worth of the Applicant, 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 2.2.2.4 (ii). For the purposes of this RFQ, net worth (the "Net Worth") 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.

2.2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Application to commit the Applicant.

2.2.2.6 Deleted

2.2.2.7.1 The Applicant should neither be a **declared non performer** on the date of opening of this RFQ, RFPB nor on the date of issue of Letter of Acceptance (LoA).

^{\$} 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 2.2.2.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

In case, any debarred/declared as **non-performer firm** submits the Application, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid Security submitted by such debarred/declared non-performer firms shall be returned to them.

Debarment/ declaration as non-performer of a particular firm shall automatically extend to all its allied firms.

The Applicant shall be deemed to be a non-performing party if it attracts any or more of the following conditions in any of its ongoing or completed projects:

- (i) Deleted
- (ii). Failed to perform for the works of Expressways, National Highways, ISC & EI works in the last 2 (two) years, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against the Applicant, including individual or any of its Consortium/JV Member, as the case may be;
- (iii). Expelled from the contract or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such Applicant, including individual or any of its Consortium/JV Member; Provided that any such decision of expulsion or termination of contract leading to debarring of the Applicant from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.

The Applicant shall give the list of the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies (NHAI/ NHIDCL/State PWDs) and the status of above issues in each project as on the Application Due Date and undertake that they do not attract any of the above categories (Ref. Sr. No.6, Annex-I of Appendix – I).

The Applicant may provide

- (i) details of all their on-going projects along with updated stage of litigation, if so, against the Authority / Governments; and
- (ii) details of updated on-going process of blacklisting if so, under any contract with Authority / Government.

The Authority reserves the right to reject an otherwise eligible Applicant on the basis of the information provided under this clause 2.2.2.7.1. The decision of the Authority in this case shall be final.

2.2.2.7.2 All Orders of Ministry of Finance/DPIIT/any other Government agencies, as applicable and prevalent on the date of LOA, shall be applicable.

2.2.2.7.3 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 Application, would not be eligible to submit an Application .

2.2.2.8 Deleted.

2.2.2.8.1The Applicant may provide details of all their on-going projects alongwith stage of litigation, if so, against the Authority / Governments.

2.2.2.8.2The Applicant may also provide details of on-going process of blacklisting if so, under any contract with Authority / Government.

2.2.2.8.3The Authority reserves the right to reject an otherwise eligible Applicant on the basis of the information provided under clause 2.2.2.8. The decision of the Authority in this case shall be final.

2.2.2.9 The Bid Capacity, Technical Capacity and Net Worth of the Applicant shall be computed under Clauses 2.2.2.1, 2.2.2.2 and 2.2.2.3.

2.2.2.10The following conditions shall be adhered to while submitting an Application:

- (a) Applicants 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, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by an Applicant must apply to the Applicant. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification; and
- (c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below.

2.2.2.11Deleted.

2.2.2.12Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 7 (seven) years or 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 an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3 Deleted

2.4 Number of Applications and costs thereof

2.4.1 No Applicant shall submit more than one Application for the Project.

2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications 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

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Applicants are advised to visit the site and familiarise themselves with the Project with in the stipulated time

of submission of the Application. No extension of time is likely to be considered for submission of Application.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above. No claim shall be admissible at any stage on this account.;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed BID;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Authority 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 RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Applications/ Bids

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

2.7.2 The Authority reserves the right to reject any Application and/ or Bid if:

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

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant/Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and invite fresh bids.

- 2.7.3** In case it is found during the evaluation or at any time before signing of the EPC Contract or after its execution and during the period of subsistence thereof, including the Defect Liability Period, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the EPC Contract, and if the Applicant has already been issued the LOA or has entered into the EPC Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the EPC Contract or under applicable law.
- 2.7.4** The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ and the Applicant shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

B. DOCUMENTS

2.8 Contents of the RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Qualification

Section 1. Introduction

Section 2. Instructions to Applicants

Section 3. Criteria for Evaluation

Section 4. Fraud & Corrupt Practices

Section 5. Pre Application Conference

Section 6. Miscellaneous

Appendices

I. Letter comprising the Application for Pre-Qualification

II. Power of Attorney for signing of Application

III. Deleted

IV. Deleted

V. Guidelines of the Department of Disinvestment

VI. Integrity Pact

VII. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

VIII. Affidavit-cum-Self Declaration regarding Non-Applicability of Insolvency Proceedings

IX. Profoma to declare the event of Failure of catastrophic nature.

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Application Due Date. The responses will be sent by fax and/or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.

2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. 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 Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. 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 RFQ

2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.

2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ.

2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date[§].

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

The Application 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 Applicant with the Application 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 Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

[§] While extending the Application Due Date on account of an addendum, the Authority shall have due regard for the time required by bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Application Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

2.12 Format and signing of Application

2.12.1 The Application shall be submitted online only. Documents listed in Clause 2.13.2 i.e. document in support of RFQ document fee, Power of Attorney (POA) etc shall be furnished in hard copies as physical submission.

2.12.2 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.13 Documents comprising Pre-qualification application

2.13.1 The Applicant shall submit the Proposal online through e-procurement portal <https://eprocure.gov.in/cppp/> comprising of the following documents along with supporting documents as appropriate:

- (a) Appendix-I (Letter comprising the Application for Pre-Qualification) including Annexure I to V and supporting certificates / documents;
- (b) Power of Attorney for signing the Application as per the format at Appendix-II;
- (c) Deleted;
- (d) Deleted
- (e) Copy of Memorandum and Articles of Association
- (f) Copies of Applicant's duly audited balance sheet and profit and loss statement for preceding 5 years
- (g) Copy of online receipt of Rs. 5,00,000/- (Rupees Five Lakhs only) inclusive of GST in favour of “National Highways & Infrastructure Development Corporation Ltd.” towards cost of RFQ document
- (h) Deleted.
- (i) Deleted
- (j) Integrity Pact as per format given in Appendix VI shall be submitted by the Applicant with the RFQ Application duly signed by Authorised signatory.
- (k) Deleted
- (l) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-VII shall be submitted by the Applicant with the RFQ Bid duly signed by Authorised signatory;
- (m) Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the “Bidder from a country which shares a land border with India”);
- (n) Affidavit-cum-Self Declaration regarding Non-Applicability of Insolvency Proceedings as per the format at Appendix-VIII;
- (o) Profoma to declare the event of Failure of catastrophic nature as per the format at Appendix-IX; and

(p) Deleted.

2.13.2 The Applicant shall submit the following documents physically:

(a) Original Power of Attorney for signing the Application as per format at Appendix-II;

(b) Deleted;

(c) Deleted

(d) Copy of online receipt of Rs. 5,00,000/- (Rupees Five Lakhs only) inclusive of GST in favour of "National Highways & Infrastructure Development Corporation Ltd." payable at New Delhi] towards cost of RFQ document.

(e) Deleted.

(f) Deleted;

(g) Integrity Pact as per format given in Appendix VI shall be submitted by the Applicant with the RFQ Bid duly signed by Authorised signatory.

(h) Deleted

(i) Affidavit-cum-Self Declaration regarding Non-Applicability of Insolvency Proceedings as per the format at Appendix-VIII.

(j) Profoma to declare the event of Failure of catastrophic nature as per the format at Appendix-IX; and

(k) Deleted.

Above documents shall be submitted in an envelope which shall clearly bear the following identification: "Application for Qualification Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of the envelope.

2.13.3 Envelope containing hard copies shall be addressed to:

ATTN. OF: Mr Saurav Deo

DESIGNATION: DGM T

ADDRESS: National Highways & Infrastructure

Development Corporation Limited

1st & 2nd Floor, Tower A, World Trade Centre,

Nauroji Nagar, New Delhi – 110029

FAX NO: 011-26768957

E-MAIL ADDRESS: technicaldirector.2@nhidcl.com

saurav.deo@gov.in

2.13.4 If the envelope are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.14 Application Due Date

2.14.1 Applications should be submitted online through e-tendering portal <https://eprocure.gov.in/cppp/> and hard copies as stated in Clause 2.13.2 at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ before stipulated time on the Application Due Date. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

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

2.15 Late Applications

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Procedure for e-tendering

2.16.1 Accessing/ Purchasing of RFQ documents

2.16.1.1 It is mandatory for all the Applicants to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organisation / Owner of the Firm or Organisation) from any of the licensed Certifying Agency (Applicants can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of NHIDCL.

DSC should be in the name of the Authorized Signatory as authorized in Appendix III of this RFQ. It should be in corporate capacity (i.e. in Applicant capacity). The Applicant shall submit document in support of the class III DSC.

The Authorised Signatory holding the Power of Attorney shall only be the Digital Signatory. In case Authorised Signatory holding Power of Attorney and Digital Signatory are not the same, the Application shall be considered non-responsive.

2.16.1.2 To participate in the bidding, it is mandatory for the Applicants to get registered their firm with e-procurement portal of NHIDCL <https://eprocure.gov.in/cppp/> to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

(a) Registration with e-procurement portal of NHIDCL should be valid at least up to the date of submission of Application.

(b) Applications can be submitted only during the validity of registration.

2.16.1.3 If the firm is already registered with e-tendering service provider of NHIDCL, and validity of registration is not expired the firm is not required a fresh registration.

2.16.1.4 The complete RFQ document can be viewed / downloaded by the Applicant from e-procurement portal of NHIDCL <https://eprocure.gov.in/cppp/> or official portal of NHIDCL i.e. <http://www.nhidcl.com> or from 31.08.2026 to 30.09.2026 (upto 1800 Hrs. IST).

2.16.1.5 Deleted

2.16.2 Preparation & Submission of Application

2.16.2.1 The Application may be submitted online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is also available on e-procurement portal of NHIDCL.

2.16.2.2 The documents listed at clause 2.13.1 shall be prepared and scanned in different files [in PDF or JPEG format such that file size is not more than 10 MB] and uploaded during the on-line submission of application.

2.16.2.3 Application must be submitted online only through e-procurement portal of NHIDCL <https://eprocure.gov.in/cppp/> using the digital signature of Authorised Representative of the Applicant on or before **30.09.2026. (upto 1800 hours IST).**

2.16.3 Modifications/ Substitution/ withdrawal of Application

2.16.3.1 An Applicant may modify, substitute or withdraw its e-application after submission prior to the Application Due Date. No Application can be modified, substituted or withdrawn by the Applicant on or after the Application Due Date & Time.

2.16.3.2 For modification of e-application, an Applicant has to detach its old Application from e-procurement portal and upload / resubmit digitally signed modified Application. For withdrawal of Application, Applicant has to click on withdrawal icon at e-procurement portal and can withdraw its e-application. Before withdrawal of an Application, it may specifically be noted that after withdrawal of an Application for any reason, Applicant cannot re-submit e-application again.

2.16.4 Online Opening of Applications

2.16.4.1 Opening of Applications will be done through online process.

2.16.4.2 The NHIDCL shall on-line open RFQ Applications on **30.09.2026** at 1800 hours IST, in the presence of the Authorized Representatives of the Applicants who choose to attend. RFQ Applications of only those Applicants shall be opened online whose documents listed at clause 2.13.2 of the RFQ have been physically received. The NHIDCL will subsequently examine and evaluate the Applications in accordance with the provisions of Section 3 of RFQ.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

2.17.1 The Authority shall open the Applications at specified time on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.

2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16.3.2 shall not be opened.

2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

2.17.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants 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.

- 2.17.5** Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6** 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 Application(s) without assigning any reasons.
- 2.17.7** If any information furnished by the Applicant 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 computation of the Eligible Score of the Applicant.
- 2.17.8** In the event that an Applicant 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 the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the pre-qualified Applicants 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 Application, 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.

2.19 Tests of responsiveness

- 2.19.1** Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:
- (a) it is received as per format at Appendix-I.
 - (b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
 - (c) it is signed, and submitted as stipulated in Clauses 2.12 and 2.13;
 - (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.2.5;
 - (e) it contains all the information and documents (complete in all respects) as requested in this RFQ;
 - (f) it contains information in formats same as those specified in this RFQ;

- (g) it contains certificates from its statutory auditors^{\$} in the formats specified at Appendix-I of the RFQ for each Eligible Project;
- (h) it contains the copy of online receipt for payment of Rs. Rs. 5,00,000/- (Rupees Five Lakhs only) inclusive of GST to Authority towards the cost of the RFQ document;
- (i) Deleted;
- (j) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof.
- (I) Deleted

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

2.20 Clarifications

2.20.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. 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.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. QUALIFICATION AND BIDDING

2.21 Pre-qualification and notification

After the evaluation of Applications, the Authority would announce a list of pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been pre-qualified. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.22 Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarise themselves with the Project by the time of submission of the Application. No extension of time

^{\$} In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.23 Proprietary data

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

2.24 Correspondence with the Applicant

Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

2.25 Summary of RFQ, RFPB process and Mode of implementation of works:

2.25.1 Authority has decided to undertake Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode (the "**Project**") through an Engineering, Procurement and Construction (the "EPC") Contract, and has decided to carry out the bidding process in 02 stages RFQ & RFPB for selection of a bidder to whom the Project may be awarded based on least cost. A brief description of the project with indicative functional parameters may be seen in the Information Memorandum of the Project attached as **Annexure–A** at the Authority's website <https://eprocure.gov.in/cppp/>. The functional parameters are given in four (4) parts - TBM Tunnel, Artificial Island, Cut & Cover Tunnel & Approach Road(s).

2.25.2 The bid process would be taken up in two (2) stages. These would be as per following:

(a) Request for Qualification (RFQ) - The RFQ (Instant Stage) has been invited for taking up pre-qualification of eligible and interested bidders based on pre-defined eligibility criteria as defined in Section -2 and Section-3 of this RFQ. A Shortlist of qualified bidders shall be prepared, subject to national security clearance.

(b) Request for Price Bid (RFPB) – Price bids in the RFPB stage would be called from shortlisted bidders.

The project shall be awarded to the lowest bidder after completion of the bidding process at the RFPB stage and LoA will be issued.

2.25.3 Appointed Date -1 (AD1): Within thirty (30) days from issuance of LoA, subject to compliance with the conditions for submission of Bank Guarantees, etc., Appointed Date-1 shall be given. AD1 shall be the date of start of the 'Detailed Design Development Phase' of the project. The selected bidder shall complete all actions including required survey & investigations, detailed / revised concept design, detailed engineering design, etc. as per the terms of the contract.

2.25.3.1 Finalization of Detailed Design: The Authority (NHIDCL) shall check and approve the design as submitted by the contractor.

2.25.3.2 This phase should ideally be of about 4-6 months.

2.25.4 Appointed Date -2 (AD2): After acceptance/approval of the detailed design and other such conditions as required under the contract, AD2 shall be given. This would indicate notice to commence the actual work in the field.

2.25.5.1 Variability Factors (VF): To accommodate changes in design during the detailed design phase, VF shall be fixed for three (3) components based on their weightage in the estimated cost as per the functional norms fixed for the project. These variability factors shall be applied as per following -

- (i) TBM Tunnels – per running meter of length
- (ii) Artificial Island – per square meter of work
- (iii) Cut & Cover Tunnel – per running meter of length

2.25.5.2 Geotech Variability: The Geotechnical Baseline Report (GBR) shall be shared with the shortlisted bidders at RFPB stage to enable them prepare and submit their proposals during the RFPB phase.

2.25.5 Revised Contract Price: On approval of the detailed design by the Authority, revised contract price would be arrived if it involves any admissible CoS. This would include changes with respect to Variability Factors and Geotech Variability. AD2 shall be issued only after this has been arrived at.

2.26 Sub-Contracting – Highway, Railway and ancillary works

2.26.1 The Selected Bidder may, after issuance of the Letter of Award and strictly in accordance with the sub-contracting provisions of the EPC Contract Agreement, engage sub-contractor(s) for execution of (a) the Highway portion of the Project, (b) the Railway portion of the Project, if any, and (c) the ancillary works of the tunnel (excluding the primary TBM bored tunnel works, which shall be self-executed by the Bidder), provided that the aggregate value of all such permitted sub-contracted works shall **not at any time exceed 49% (forty-nine percent) of the Contract Price**. Each such sub-contracting shall be subject to the **prior security clearance** of the proposed sub-contractor from the Ministry of Home Affairs, Government of India, and/or such other competent authority as the Authority may notify, and no work shall be commenced by any sub-contractor until written clearance is duly received.

The minimum technical and financial eligibility criteria applicable to such Highway sub-contractor(s) shall be substantially aligned with the corresponding **National Highways (NH) eligibility norms** prescribed by the Authority and such Railway sub-contractor shall be finalised by the Authority **in concurrence with the Ministry of Railways / Indian Railways** and the same shall be incorporated in the RFPB documents at RFPB Stage.

2.26.2 The right to sub-contract Clause 2.26.1 above shall accrue only after issuance of the Letter of Award. The Bidder shall not, at the bid stage, rely upon the experience, qualifications, or financial strength of any prospective sub-contractor (Highway or Railway) for the purpose of meeting the eligibility conditions under this RFQ, and any such reliance shall be wholly disregarded.

2.26.3 Notwithstanding any sub-contracting permitted hereunder, the Selected Bidder shall remain solely and exclusively responsible to the Authority for the timely, complete, and quality execution of the entirety of the Works, including all sub-contracted portions thereof, as if such works had been executed by the Selected Bidder itself.

SECTION - 3

CRITERIA FOR EVALUATION

3.1 Evaluation parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clause 2.2.1 above shall qualify for evaluation under this Section 3. Applications of firms who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

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

3.2 Technical Capacity for purposes of evaluation

3.2.1 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 that qualify under Clause 3.2.3 and

Category 2: Construction experience on Eligible Projects that qualify under Clause 3.2.4

For the purpose of this RFQ:

Eligible Projects shall mean and pertain only to the Roads/Highways, Railways, or Metro Rail sectors.

- (i) In case of projects executed by applicant under category 2 as a member of Joint Venture, the project cost should be restricted to the share of the applicant in the joint venture for determining eligibility as per provision under clause 2.2.2(ii).
- (ii) Maintenance works are not considered as eligible project for evaluation as per Instruction No.6 to Annex-IV. As such works with nomenclature like PR, OR, FDR, SR, site/micro grading, surface renewal, resurfacing work, Tarring, B.T. surface work, temporary restoration, urgent works, periodic maintenance, repair & rehabilitation, one time maintenance, permanent protection work of bank, external pre stressing, repair of central hinge, short term OMT contract of NHAI, any type of work related to border fencing, work of earthwork alone, construction of buildings/ hostels, etc., or not specified, shall not be considered.
- (iii) Deleted.
- (iv) In case both the estimated cost of project and revised cost of project are provided, the revised cost of project shall be considered for evaluation.

3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.3 For a project to qualify as an Eligible Project under Categories 1 :

- (a) It should have been undertaken as an **Item rate / EPC/** 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 be more than 5% of the amount specified as the Estimated Project Cost; and
- (d) the entity claiming experience shall, during the last 7 (seven) financial years preceding the Application Due Date, have itself undertaken the construction of the project for an amount equal to at least one half of the Project Cost of eligible projects, excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purposes of construction.

3.2.4 For a project to qualify as an Eligible Project under Category 2, the Applicant should have received payments from its client(s) for construction works executed, fully or partially, during the 7(seven) financial years immediately preceding the Application Due Date, and only the amounts (gross) actually received, during such 7 (seven) financial years shall qualify for purposes of computing the Experience Score. However, receipts of less than Rs. 599.12 crore (Rupees. five hundred ninety nine crore twelve lakh only shall not be reckoned as 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 Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant 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 For the purpose of assigning scores to the Applicant, its experience shall be measured and stated in terms of a score (the "Experience Score"). The Experience Score for an Eligible Project in a given category would be the eligible receipts specified in Clause 2.2.2.2 , divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below.

3.2.7 The Experience Score determined in accordance with Clause 3.2.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

3.2.8 Deleted.

3.3 Details of Experience

3.3.1 The Applicant should furnish the details of Eligible Experience for the last 7 (seven) financial years immediately preceding the Application Due Date.

3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.3.3 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.4 Financial information for purposes of evaluation

- 3.4.1** The Application must be accompanied by the Audited Annual Reports of the Applicant for the last 5 (five) financial years, preceding the year in which the Application is made.
- 3.4.2** In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant 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 Applicant must establish the minimum Net Worth specified in Clause 2.2.2.3, and provide details as per format at Annex-III of Appendix-I.

3.5 Pre-qualification of Applicants

- 3.5.1** The credentials of eligible Applicants shall be measured in terms of their Technical experience/capacity. The sum total of the Technical experience/capacity for all Eligible Projects shall be the 'Aggregate Technical experience/capacity' of a particular Applicant. All Applicants 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.
- 3.5.2** The Applicants meeting the pre-qualification criteria shall be eligible for participation in the Bid Stage.

SECTION - 4

FRAUD AND CORRUPT PRACTICES

- 4.1** The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein or in the LOA or the Agreement, the Authority may reject an Application, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 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 Agreement, or otherwise, if an Applicant or 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 Agreement, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant or 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 practices 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 the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of 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;
- For the avoidance of doubt, unauthorized subcontracting or subcontracting exceeding the limit prescribed in the contract shall also be deemed as an “undesirable practice”; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION - 5

PRE-APPLICATION CONFERENCE

- 5.1** A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. A maximum of two representatives of each prospective Applicant shall be allowed to participate on production of authority letter from the Applicant. Also, interested parties may submit their queries in advance to Authority on the email mentioned in Notice for RFQ.
- 5.2** During the course of Pre-Application conference, the Applicants 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.

SECTION - 6 MISCELLANEOUS

- 6.1** 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 Applicant in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3** It shall be deemed that by submitting the Application, the Applicant 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable law any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX - I

Letter Comprising the Application for Pre-Qualification

(Refer Clause 2.13. 1)

Dated:

To,

Director Technical,
NHIDCL HQ

Sub: Application for pre-qualification for Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode

Dear Sir,

With reference to your RFQ document dated,^{\$} we, having examined the RFQ document and understood its contents, hereby submit our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

2. We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to VI along with supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Applicant for the rehabilitation, up-gradation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last two years, we have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its Executing agencies for breach on our part.
7. We declare that:

^{\$} All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

- (a) We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority.
 - (b) We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document; and
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ 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;
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, 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 undertakings given by us along with the Application in response to the RFQ for the Project and information mentioned for the evaluation of the Bid Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the Application Due Date and I/we shall continue to abide by them.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.
 9. We believe that we satisfy the Bid Capacity, Threshold Technical Capacity, Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and are qualified to submit a Bid.
 10. **Deleted.**
 11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which 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. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
 14. We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of applicants/ bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFQ at Appendix-V thereof.

15. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Authority of the same immediately.
16. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application as per format provided at Appendix II of the RFQ, are also enclosed.
17. Deleted
18. 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 Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. We agree and undertake to abide by all the terms and conditions of the RFQ document.
20. We certify that in terms of the RFQ, our Networth is Rs. (INR in words) and Technical Experience / capacity is (INR in words).
21. **Deleted**
22. I/ We shall keep this application valid for 180 (one hundred and Eighty) days from the Application Due Date specified in the RFQ.

In witness thereof, we submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

ANNEX-I Details of Applicant

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 Applicant:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:
- 5.

Name of Applicant:

No.	Criteria	Yes	No
1.	Has the Applicant been barred by the Ministry of Road Transport & Highways or its implementing agencies for the works of Expressways, National Highways, ISC and EI works, from participating in bidding .		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application.		

6. (a) I/ We certify that in the last two years, we have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an

arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.

(b) I/ We certify that we do not fall in any of the categories of being a Non-Performing entity given at Clause 2.2.2.7.1 of Instructions to Applicants in the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and furnished the complete details.

7(a) I/ We further certify that no investigation by a regulatory authority is pending either against us or our sister concern or against our CEO or any of our directors/managers/employees.

(b) I/ We further certify that no investigation by any investigating agency in India or outside is pending either against us or our sister concern or against our CEO or any of our directors/managers/employees.

A statement by the Applicant disclosing material non-performance or contractual non-compliance in current projects, as on Application Due Date is given below (attach extra sheets, if necessary) w.r.t. para 2.2.2.7.1.

Name of the Applicant: _____

Sr. No.	Categories of Non-Performer	Name of the Project(s)
i	Occurrence of catastrophic failure in any project executed or under execution by the Applicant during last two years preceding the Application Due Date, as notified by the Ministry of Road Transport & Highways (MoRT&H) in terms of Circular No. RW/NH-33044/02/2026-S&R(P&B) dated 02.03.2026 (copy attached at Appendix-X).	
ii	Failed to perform for the works of Expressways, National Highways, ISC & EI works in the last 2(two) years, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against the Applicant, including individual or any of its Consortium, as the case may be.	
iii	Expelled from the contract or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such Applicant, including individual or any of its Consortium; Provided that any such decision of expulsion or termination of contract leading to debarring of the Applicant from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.	

I/ We certify that the list is complete and covers all the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and that we do not fall in any of the above categories of being a Non-Performing entity.

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

ANNEX-II

Technical Capacity of the Applicant[@]

(Refer to Clauses 2.2.2.2, 3.2 and 3.3 of the RFQ)

Applicant type	Project Code*	Category ^{\$}	Experience ^{**} (Equivalent Rs. crore) ^{\$\$}		Technical Experience / Capacity [£]
			Payments received for construction of Eligible Projects in Categories 2 (Rs. crore)	Value of self-construction in Eligible Projects in Categories 1 (Rs. crore)	
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Applicant	a				
	b				
	c				
	d				
	e				
	f				
Aggregate Technical Experience / capacity =					

[@] Provide details of only those projects that have been undertaken by the Applicant, under its own name separately and/ or by a project company eligible under Clause 3.2.3(b). In case of Categories 1, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3(c) and for Categories 2, include only those projects where the payments received exceed the amount specified in Clause 3.2.4. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.2.12.

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

\$ Refer Clause 3.2.1.

** Construction 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. In no case shall the cost of maintenance and repair, operation of Highways and land be included while computing the Experience Score of an Eligible Project.

\$\$ The conversion rate of foreign currency into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where relevant date should be as on the date 28 (twenty eight) days prior to the Application Due Date..

£ In the case of an Eligible Project situated in an OECD country, the Experience capacity so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.7, and the product thereof shall be the Experience Score for such Eligible Projects.

ANNEX-III

Financial Capacity of the Applicant

(Refer to Clauses 2.2.2.3, 2.2.2.4 (ii) and 3.4 of the RFQ)
(In Rs. Crore^{\$})

Name of the Applicant	Net Cash Accruals					Net Worth [£] (Year 1)
	Year 1	Year 2	Year 3	Year 4	Year 5	

TOTAL						

Name of the Applicant	Annual Turnover										Average Annual Turnover (In Rs. crore ^{\$})
	Year 1		Year 2		Year 3		Year 4		Year 5		
	(Rs.)	Updatio n factor	(Rs.)	Updatio n factor	(Rs.)	Updatio n factor	(Rs.)	Updation factor	(Rs.)	Updatio n factor	
1	2	3	4	5	6	7	8	9	10	11	(2x3+4x5+6x7+8x9+10x11)/5
****		1.00		1.04		1.08		1.14		1.19	

Name & address of Applicant's Bankers:

^{\$} For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

[£]The Applicant should provide details of its own Financial Capacity.

Instructions:

- The Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
 - reflect the financial situation of the Applicant;
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth shall mean 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 Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.2.12.
5. Deleted.
6. The applicant shall also provide the name and address of the Bankers to the Applicant.
7. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.2.4 (ii) of the RFQ document.

ANNEX-IV Details of Eligible Projects

(Refer to Clauses 2.2.2.2, 3.2 and 3.3 of the RFQ)

Project Code: _____

Item	Refer Instruction	Particulars of the Project
Title & nature of the project		
Category	5	
Year-wise (a) payments received for construction or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, and/or (b) Value for self construction under PPP projects	6	
Entity for which the project was constructed	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	

Instructions:

1. Applicants 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 3.24 of the RFQ, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Application. Applicants should also refer to the Instructions below.
2. The Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Eligible Project.
4. **Deleted.**
5. Refer to Clause 3.2.1 of the RFQ for category number.

6. The total payments received and/or revenues appropriated for self construction 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 7 (seven) financial years. Year 1 refers to the financial year immediately preceding the Application 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 2.2.2.12). For Categories 1 expenditure on construction of the project by the Applicant itself 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 2, payments received only in respect of construction should be provided, but only if the amount received exceeds the minimum specified in Clause 3.2.4. Receipts for construction works should only include capital expenditure, and should not include expenditure on maintenance & repair and operation of Highways.
7. In case of projects in Categories 1, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to concession, etc.) may be provided. In case of projects in Categories 2, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4
9. For Categories 1 , the date of commissioning of the project, upon completion, should be indicated. In case of Categories 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.
10. For Categories 1 , the equity shareholding of the Applicant, 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).
11. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Applicant's statutory auditor^{\$} or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant may provide the requisite certification.
13. If the Applicant is claiming experience under Category1 , it should provide a certificate from its statutory auditor in the format below:

^{\$} In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

Certificate from the Statutory Auditor regarding PPP projects[¶]

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Applicant) is/ was an equity shareholder in (title of the project company) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes%[€] of the total paid up and subscribed equity capital) of the project company from (date) to (date.). The project was/is commenced on (date) and 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. (Rupeescrore), of which the applicant has itself undertaken the construction of project of Rs.(Rupees Crores) excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purpose of construction as per Clause 3.2.3(d) by the aforesaid Applicant itself, during the past seven financial years as per year-wise details noted below:

.....
.....

Name of the audit firm: _____

Seal of the audit firm:

(Signature, name and designation

Date: _____

of the authorised signatory)

14. If the Applicant is claiming experience under Category 2*, it should provide a certificate from its statutory auditors /client// Engineer-in charge/ Independent Engineer/Authority's Engineer in the format below:

[¶] 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.

* Refer Clauses 3.2.1 and 3.2.4 of the RFQ.

Certificate from the Statutory Auditor/ Client regarding construction works[¶]

Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Applicant) was engaged by (title of the project company) to execute (name of project) for (nature of project)}. 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 Applicant received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs. cr. (Rupees crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFQ, during the past seven financial years as per year-wise details noted below:

.....
.....

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

We further certify that applicant has a share of ____% in the Joint Venture/Consortium.[▲]

Name of the audit firm: _____

Seal of the audit firm:

(Signature, name and designation

Date: _____

of the authorised signatory)

15. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score [©].

[¶] 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.

[▲] This certification should be strike out in case of jobs/ contracts, which are executed a sole firm. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture. This portion may be omitted if the contract did not involve a partnership/ joint venture. In case where work is not executed by partnership/ joint venture, this paragraph may be deleted.

[©] Refer Clause 3.2.6 of the RFQ.

ANNEX-V
Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant)

Ref.

Date:

To,

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFQ document.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the RFQ. 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.*

Information required to evaluate the BID Capacity under clause 2.2.2.1:

To calculate the value of “A”

1. A table containing value of Civil Engineering Works in respect of EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Applicant during the last 5 years is as follows (the amount of bonus received, if any, shall be indicated separately):

2.

Year	Value of Civil Engg. Works undertaken w.r.t. EPC Projects excluding bonus, if any (Rs. in Crores)
2025-26/2025	
2024-25/2024	
2023-24/2023	
2022-23/2022	
2021-22/2021	

3. Maximum value of projects that have been undertaken during the F.Y. _____ out of the last 5 years. Further, value updated to the price level of the year indicated in Appendix is as follows:

Rs. _____ Crores x _____ (Updation Factor as per Appendix) = Rs. _____ Crores
(Rupees_____)

.....
.....
Name of the Statutory Auditor's firm:
Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

.....
.....
Signature, name and designation of Authorised Signatory

For and on behalf of(Name of the Bidder)

Date:
Place:

To calculate the value of “B”

A table containing value of all the existing commitments and on-going works to be completed during the next 5 years is as follows:

Sl. N	Name of Project/Work	Percentage of participation of Applicant in the project	Date of issue of LOA / Date of opening of financial bid / Date of start / appointed date of project	Construction period as per Agreement/ LOA	Value of contract as per Agreement /LOA ^β	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2025-26/ 2025 price level
					Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8= (6-7)	9	10(3x 8x #)
	Total								

Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
1	2025-26/2025	1.00
2	2024-25/2024	1.04
3	2023-24/2023	1.08
4	2022-23/2022	1.14
5	2021-22/2021	1.19

The Statement showing the value of all existing commitments, works for which the Applicant has emerged as the winner of the bid and anticipated value of work to be completed in the period of construction of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works/ works for which the Applicant has emerged as the winner of the bid has been left in the aforesaid statement which has been awarded to M/s.....individually / and other member M/s and M/s, as on Application Due Date of this RFQ.

^β In case balance period of construction is less than the value of period of construction of the project for which bid is invited, then full value of contract as per Agreement/LOA to be mentioned, else, anticipated value of work to be completed in the period of construction of the project for which bid is invited is to be mentioned. In the absence of the anticipated value of work to be completed, the proportionate value shall be considered while evaluating the Assessed Available Bid Capacity.

.....

.....

Signature, name and designation of
Authorised Signatory

For and on behalf of(Name
of the Bidder)

.....

.....

Name of the Statutory Auditor's firm:

Seal of the audit firm: (Signature, name
and designation and Membership No. of
authorised signatory)

Date:

Place:

APPENDIX - II

Format for Power of Attorney for signing of Application

(Refer Clause 2.2.2.5)

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 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 application for pre-qualification and submission of our bid for the Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode Project proposed or being developed by the National Highways & Infrastructure Development Corporation Ltd. (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications 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 Contract 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 Contract 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 authorized by Board Resolution

(in case of Firm/ Company)/ partner in case of

Partnership firm

Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

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

(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. 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 Applicant 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 Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX – III

Deleted

APPENDIX – IV

Deleted

APPENDIX - V

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX VI

INTEGRITY PACT FORMAT

(To be executed on the plain paper and submitted alongwith Technical Bid/ Tender documents for tenders having a value of Rs. 5 crore or above for Consultancy projects and Rs. 100 Cr. or above for Construction Projects. To be signed by the Applicant and same signatory competent/ authorized to sign the relevant contract on behalf of the NHIDCL)

This Integrity Pact is made at on this _____ day of.....2026.

BETWEEN

THE NATIONAL HIGHWAYS & INFRASTRUCUTURE DEVELOPMENT CORPORATION LTD., established under the Companies Act, 2013, represented by its Managing Director which has been entrusted with the responsibility of development, maintenance and management of National Highways, and having its principal offices at 1st & 2nd Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi – 110029 (hereinafter referred to as "The Principal", which expression shall, unless repugnant to the meaning of contract thereof, include its successors and permitted assigns).

AND

{Name and address of the Firm/Company} (hereinafter referred to as "The Applicant(s)/Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns).

Preamble

Whereas, the Principal has floated the Tender {NIT No _____ dtd. _____} (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract/s for "Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode" (hereinafter referred to as the "Contract").

And whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Applicant(s)/Bidder(s) and for Contractor(s)/ Concessionaire(s)/ Consultant(s).

And Whereas in order to meet the purpose aforesaid, both the parties have agreed to entere into this Integrity Pact (hereafter referred to as "Integrity Pact or Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender document and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the Tender process treat all Applicant(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Applicant(s)/Bidder(s) the same information and will not provide to any Applicant(s)/Bidder(s) confidential/ additional information through which the Applicant(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article - 2: Commitments of the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

The Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.

This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Applicant(s)/Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) Deleted.

(e) The Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

(f) The Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) The Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

(1) If the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.

(2) If the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.

(3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.

(4) The Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.

(6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article-4: Compensation for Damages.

(1) If the Principal has disqualified the Applicant(s)/Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal right that may have accrued to Principal.

(2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article - 5: Previous Transgressions

(1) The Applicant declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

(2) If the Applicant makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above

for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article - 6: Equal treatment of all Applicants/Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

(1) The Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Applicants/Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.

(3) The Principal will disqualify from the tender process all Applicants/Bidders who do not sign this Pact or violate its provisions.

Article - 7: Criminal charges against violating Applicants/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Applicant(s)/Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Applicant(s)/Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

(1) The Principal has appointed Shri. Pramod Kumar Garg, CE & MES (Retd.) and Smt. Archana Ranjan, IRS (Retd.) as Independent External Monitor (hereinafter referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director of NHIDCL.

(3) The Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Applicant(s)/Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Applicant(s)/Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Applicant(s)/Bidder/Contractor/Concessionaire/ Consultant. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action..

(6) The Monitor will submit a written report to the Managing Director of NHIDCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Managing Director of NHIDCL, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the Managing Director of NHIDCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word 'Monitor' would include both singular and plural.

Article - 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Managing Director of NHIDCL.

Article - 10 Other Provisions

(1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Applicant/Bidder/Contractor/Concessionaire/Consultant is in a partnership, this pact must be signed by all partners.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

.....

For & on behalf of the Principal

(Office Seal)

Place.....

Date.....

.....

For & On behalf of Applicant/Bidder/
Contractor/ Concessionaire/ Consulting

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Appendix-VII
Deleted

Appendix-VIII

Affidavit-cum-Self Declaration regarding Non-Applicability of Insolvency Proceedings

(Ref Clause 2.2.1(g))

(To be submitted on a Non-Judicial Stamp Paper of appropriate value, duly notarised)

To,

The ***

Sub: Request for Qualification (RFQ) for " *Construction of 4 Lane Twin Tube Road cum Rail Underwater Tunnel under River Brahmaputra, including 4 Lane approaches along with provision of Railway infrastructure in one of the tubes, in the state of Assam on EPC Mode*" — Self-Declaration regarding Insolvency and Bankruptcy Code, 2016.

Ref: RFQ No. *** dated ***

I, **[Name of the Authorised Signatory]**, son/daughter/wife of **[•]**, aged about **[•]** years, presently designated as **[Designation]** of M/s **[Name of the Applicant]**, having its registered office at **[Registered Office Address]** (hereinafter referred to as the "**Applicant**"), do hereby solemnly affirm, declare, and undertake as follows:

1. That I am the duly Authorised Signatory of the Applicant and am fully competent and authorised, vide Board Resolution / Power of Attorney dated **[•]** (a certified true copy of which is enclosed herewith), to make this declaration on behalf of the Applicant.
2. That the Applicant has read and understood the eligibility conditions stipulated in Clause **[•]** of the RFPB relating to ineligibility on account of insolvency proceedings, and the Applicant hereby unequivocally declares and confirms that, as on the Application Due Date:
 - (i) no application for initiation of Corporate Insolvency Resolution Process (CIRP) against the Applicant has been filed or admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code, 2016 ("IBC");
 - (ii) the Applicant is not undergoing any Corporate Insolvency Resolution Process under the IBC;
 - (iii) no order of liquidation, moratorium, or any equivalent proceeding under the IBC or any other law for the time being in force has been passed against, or is in operation in respect of, the Applicant;
 - (iv) no resolution plan in respect of the Applicant has been approved by the Adjudicating Authority under the IBC which is pending implementation as on the Application Due Date;
 - (v) the Applicant has not been declared a wilful defaulter by any bank, financial institution, or regulatory authority in India; and
 - (vi) no proceedings for winding-up, dissolution, or attachment of assets are pending against the Applicant before any court, tribunal, or authority of competent jurisdiction.
3. That the Applicant undertakes that, in the event any of the circumstances referred to in paragraph 2 above arise or are triggered after submission of the Application but prior to the

issuance of the Letter of Award, the Applicant shall, within 7 (seven) days of such occurrence, intimate the Authority in writing, and the Applicant unconditionally accepts that the Authority shall, in such event, be entitled to reject the Application without any liability whatsoever to the Applicant.

4. That the Applicant hereby unconditionally acknowledges and accepts that any misrepresentation, suppression of material fact, or false declaration in this Affidavit shall, without prejudice to any other rights and remedies available to the Authority under the RFPB, the law, or otherwise, render the Applicant liable to:
 - (a) outright rejection of its Application;
 - (b) forfeiture of the Bid Security / Earnest Money Deposit;
 - (c) termination of the Letter of Award / Contract Agreement, if already issued / executed; and
 - (d) debarment from participation in future projects of the Authority for such period as the Authority may, in its sole discretion, determine.
5. That the contents of this Affidavit are true and correct to the best of my knowledge, information, and belief, and nothing material has been concealed therefrom.

DEPONENT

For and on behalf of M/s [Name of the Applicant]

Signature: _____

Name: [•]

Designation: [•]

Date: [•]

Place: [•]

Company Seal:

VERIFICATION

I, the Deponent above-named, do hereby verify that the contents of paragraphs 1 to 5 of this Affidavit are true and correct to the best of my knowledge and belief, no part of it is false, and nothing material has been concealed therefrom.

Verified at [•] on this [•] day of [•], 20[•].

DEPONENT

Attested before me

NOTARY PUBLIC

(Seal & Registration No.)

**Appendix-IX
Undertaking**

**Proforma to declare the event of Failure of catastrophic nature (Ref Clause 2.2.1(g))
(To be on the letter head of the Applicant)**

I undertake that, in any of the project (on-going/Completed) undertaken by the Applicant in last 2 years, has catastrophic failure 'of Structure/ Highway due to construction defect(s).

2. I further undertake that the information is correct to the best of my knowledge and Authority is free to take punitive action including disqualification from the tender process and/or debarment for the period upto 2 years or as specified in RFPB , in case, the information is found to be false.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

Date: _____

Name and seal of Applicant