

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
National Highways & Infrastructure Development Corporation Limited
MINISTRY OF ROAD TRANSPORT & HIGHWAYS,
GOVT. OF INDIA

Notice Inviting Bid

(Online e-tender through Central Public Procurement Portal)

Bid/ Package No: NHIDCL/Civil Work/Nagaland/MTM Pkg 5/2020 Dated: 01.06.2021

RFP for the work Construction of Two-Lane with hard shoulders of Merangkong Tamlu Mon road (Wakching Town portion) on EPC basis from existing Km 59+000 to Km 73+640 [Design Km. 59+000 to Km. 72+450] (Design Length – 13.450 Km)(Package V) in the state of Nagaland under SARDP-NE Phase A on EPC Mode – 2nd Call.

The Ministry of Road Transport & Highways through National Highways & Infrastructure Development Corporation Limited (NHIDCL) is engaged in the development of National Highways and as part of this endeavor, it has been decided to undertake Construction of Two-Lane with hard shoulders of Merangkong Tamlu Mon road (Wakching Town portion) on EPC basis from existing Km 59+000 to Km 73+640 [Design Km. 59+000 to Km. 72+450] (Design Length – 13.450 Km)(Package V) in the state of Nagaland under SARDP-NE Phase A on EPC Mode – 2nd Call.

The National Highways & Infrastructure Development Corporation Limited represented by its Managing Director now invites bids from eligible contractors for the following project:

State/UT	NH No.	Description of the work	Estimated Cost exclusive of GST (Rs. In Crore)	Completion period
Nagaland	-	Construction of Two-Lane with hard shoulders of Merangkong Tamlu Mon road	110.92	1.5 years

		(Wakching Town portion) on EPC basis from existing Km 59+000 to Km 73+640 [Design Km. 59+000 to Km. 72+450] (Design Length – 13.450 Km)(Package V) in the state of Nagaland under SARDP-NE Phase A on EPC Mode – 2 nd Call		
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The complete BID document can be viewed / downloaded from official portal of the CPPP website [https:// eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) from 01/06/2021 to 01/07/2021 (upto 1100 hrs IST). Bidder must submit its Financial bid and Technical Bid at [https:// eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) on or before 01/07/2021 (up to 1100 hrs IST). Bids received online shall be opened on 02/07/2021 (at 1100 hrs IST).

Bid through any other mode shall not be entertained. However, Bid Securing Declaration, Document fee, Power of Attorney and Joint Bidding Agreement etc. shall be submitted physically by the Bidder on or before the date mentioned in data sheet, Please note that the NHIDCL reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

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As part of the Standard Operating Procedure for adoption of Integrity Pact, an Independent External Monitor (IEM) has been appointed in NHIDCL, as per approval of the Central Vigilance Commission and Ministry of Road Transport

& Highways, Govt. of India. The contact detail of IEM (is given below)/(can be seen on the website of NHIDCL).

DISCLAIMER

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

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the [Feasibility Report], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder JV or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority

or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Agreement	As defined in Clause 1.1.4
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.21.1
BID(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.5
BID Due Date	As defined in Clause 1.1.5
Bidding Process	As defined in Clause 1.2.1
BID Securing Declaration	As defined in Clause 2.20
BID Price or BID	As defined in Clause 1.2.6
Contractor	As defined in Clause 1.1.2
Construction Period	As defined in Clause 1.2.6
Conflict of Interest	As defined in Clause 2.2.1(c)
Defect Liability Period	As defined in Clause 1.2.6
Eligible Experience	As defined in Clause 2.2.2.5 (i)
Eligible Projects	As defined in Clause 2.2.2.5 (i)
EPC	As defined in Clause 1.1.1
EPC Contract	As defined in Clause 1.1.2
Estimated Project Cost	As defined in Clause 1.1.3
Feasibility Report	As defined in Clause 1.2.3
Financial Capacity	As defined in Clause 2.2.2.3 (i)
Government	Government of *****
Joint Venture	As defined in Clause 2.2.1
Jt. Bidding Agreement	As defined in Clause 2.1.11(f)
Lead Member	As defined in Clause 2.1.11 (c)
Lowest Bidder	As defined in Clause 1.2.6
LOA	As defined in Clause 3.3.4
Net Worth	As defined in Clause 2.2.2.9 (ii)
Performance Security	As defined in Clause 2.21.1
Additional Performance Security	As defined in Clause 2.21.1

Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.3.1
Technical Capacity	As defined in Clause 2.2.2.2 (i)
Tie BIDs	As defined in Clause 3.3.2
Threshold Technical Capacity	As defined in Clause 2.2.2.2 (i)

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.