

**NATIONAL HIGHWAY AND INFRASTRUCTURE  
DEVELOPMENT CORPORATION LIMITED**



**Ministry of Road Transport & Highways, (Govt. of India)**

**Notice Inviting Tender**

**(Through CPP Portal)  
For**

**“Construction of Multipurpose Hall for 300 people sitting capacity  
with the roof having the features of truss frame’s structure, tin  
sheet roofing and false ceilings at DPL Choglamsar for Ladakh  
Police, in UT of Ladakh”  
Through EPC Contract**

**Corporate Head Quarters  
National Highways & Infrastructure Development Corporation Ltd  
3rd floor, PTI Building, 4-Parliament Street, New Delhi – 110001  
CIN No: U45400DL2014GOI269062**

**SECTION-I**

**NOTICE INVITING TENDER**

## **Notice Inviting Tender (NIT)**

**Tender No: NHIDCL/Infra/Ladakh/2023-24/03**

**Dated: 29.01.2024**

The Ministry of Road Transport & Highways through National Highways & Infrastructure Development Corporation Limited (NHIDCL) is engaged in the development of National Highways and Infrastructure works. NHIDCL RO-Ladakh for and on behalf of LADAKH POLICE UT OF LADAKH invites "Online Tenders" on "EPC Mode" from experienced and competent bidders, meeting prescribed eligibility criteria as mentioned in tender document.

### **Details of the work;**

Name of the work	Estimated Cost (Excluding GST)	Completion Period	Defect Liability Period
"Construction of Multipurpose Hall for 300 people sitting capacity with the roof having the features of truss frame's structure, tin sheet roofing and false ceilings at DPL Choglamsar for Ladakh Police, in UT of Ladakh"	6,75,16,048/-	26 months including 5 months of non-working period in each year (i.e from Nov to Mar)	One Year

### **Broad Parameters about site and eligibility criteria:**

- Estimated cost Put to Tender is based on J&K SOR-2020 with 5% C.I. for Leh only.*
- Contractors who have experience of construction of buildings in location 11,500fts/3,500mts or above shall be considered as eligible bidder.*
- The work is proposed on EPC mode for contractors. The payment shall be released only upon progress of construction as per the payment schedule mentioned in RFP, i.e mainly after the completion of slab.*
- The age of the machinery to deployed for execution shall not be more than 3 years from bid due date.*

The complete BID document can be viewed from official portal of the CPPP website <https://eprocure.gov.in/eprocure> and website [www.nhidcl.com/tenders](http://www.nhidcl.com/tenders). The intending Bidder can download the tender, and must submit the technical bid and financial Bid at <https://eprocure.gov.in/eprocure> only. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The notifications on updates/Corrigendum/Addendum will only be notified in <https://eprocure.gov.in/eprocure>.





The following Date schedule is to be followed for this project:

S.No.	Particulars	Date
1	Bid Document Download/ Start Date	29.01.2024 (1500 Hrs)
2	Clarification /Pre bid queries Start Date	01.02.2024 (1100 Hrs)
3	Clarification /Pre bid queries End Date	02.02.2024(1500 Hrs)
4	Pre bid meeting	06.02.2024(1500 Hrs)
5	Bid due date	18.02.2024 (1500 Hrs)
6	Opening date of Technical Bids	19.02.2024 (1500 Hrs)

The complete BID document can be viewed / downloaded from official portal of the CPPP website <https://eprocure.gov.in/eprocure/app> from 29.01.2024 (1500 Hrs) to 19.02.2024(upto 1500 hrs). Bidder must submit its Technical bid and Financial Bid at <https://eprocure.gov.in/eprocure/app> on or before 19.02.2024 (up to 1500 hrs IST)

The Instructions to bidder are attached with this NIT which shall be a part of RFP and the contract agreement.

Please note that the NHIDCL reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever, before issue of letter of Award (LOA)



Executive Director (P)  
NHIDCL RO-Ladakh, Yartsa  
House near Changspa, Leh,  
UT of Ladakh – 194101  
Phone: 01982-295517  
E-mail: nhidcl.leh@gmail.com



SECTION-II

INSTRUCTIONS TO BIDDERS

## INSTRUCTIONS TO BIDDERS (ITB)

### Table of Clauses

Clause	Content
	<b>A. General</b>
1	Name and Scope of Work
2	Source of Funds
3	Eligible Bidders
4	One Bid per Bidder
5	Cost of Bidding
6	Site/Drawings details
	<b>B. Bidding Documents and Evaluation</b>
7	Content of Bidding Documents
8	Clarification of Bidding Documents
9	Amendment of Bidding Documents
	<b>C. Preparation of Bids</b>
10	Language of Bid
11	Documents Comprising the Bid
12	Bid Prices
13	Currencies of Bid and Payment
14	Bid Validity
15	Bid Security Declaration
16	Alternative Proposals by Bidders
	<b>D. Submission of Bids</b>
17	Schedule for Submission of Bids
18	Modification & Withdrawal of Bids
	<b>E. Bid Opening &amp; Evaluation</b>
19	Bid Opening
20	Process to be Confidential
21	Examination of bids and Determination of Responsiveness
22	Evaluation and Comparison of Financial Bids
	<b>F. Award of Contract</b>
23	Award Criteria
24	Executing Agency's Right to Accept any Bid and to Reject any or all Bids
25	Notification of Award and signing of contract Agreement.
26	Performance Security



## **Instructions to Bidders (ITB)**

### **A. General**

#### **1. Name and Scope of Work:**

The Executing Agency (National Highway Infrastructure Private Limited) invites bids for "Construction of Multipurpose Hall for 300 people sitting capacity with the roof having the features of truss frame's structure, tin sheet roofing and false ceilings at DPL Choglamsar for Ladakh Police, in UT of Ladakh" complete as per tender drawings, Schedule of Quantities, Approved Construction drawings and specifications.

- 1.1. Throughout these bidding documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

#### **2. Source of Funds**

- 2.1. The expenditure on this project will be provided by the LADAKH POLICE to the National Highways & Infrastructure Development Corporation Limited (NHIDCL).

#### **3. Eligible Bidders**

- 3.1. **For the registered government contractors:** The bid is open to contractors who are registered in the appropriate class with the government departments in CPWD/AIR/Railways/MES/BRO/PSU's of state and Central Governments such as BSNL, NHPC, NBCC etc. Public works Departments of state governments, Union Territories and its allied departments viz. Roads and Buildings, Irrigation, Public Health etc.
- 3.2. **For the non-registered contractors:** Bidder may be an individual, private entity, sole or partnership firm, company incorporated and registered in India, having prior experience of executing RCC Building or any RCC infrastructure works, are eligible for bidding for this work.
- 3.3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, Autonomous body, authority by whatever name called under the Central or the State Government.

*The eligible bidders shall scan and upload the documents stated at 3.1 and 3.2 above under Clause 11.2 as per their category to participate in the technical bid.*

#### **4. One Bid per Bidder**

- 4.1. Each Bidder shall submit only one Bid for the work. If a bidder submits more than one bid, their participation in the proposal will be **disqualified**.

#### **5. Cost of Bidding**

- 5.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Executing Agency will, in no case, be responsible or liable for those costs.

#### **6. Site/Drawings details**

- 6.1. i) The site for the work is available.  
ii) The conceptual/indicative Architectural Drawings, GAD, Plan etc. have been uploaded for reference purpose.



- 6.2 The work under this NIT is to be taken up in EPC mode. The successful bidder after signing of the contract agreement shall submit all the Architectural, Structural, MEP, HVAC drawings etc from his end and it is the responsibility of the bidder to take up the design of entire building viz. Architectural, Structural works. The drawings submitted by the successful bidder shall not be inferior in all respect of the conceptual/indicative drawings attached with the NIT.
- 6.3 The bidder may with the approval of the executing agency and the employer can adopt the conceptual/indicative drawings uploaded with the NIT for execution. Notwithstanding the approval from the executing agency, the final responsibility of the design of project rests with the successful bidder. The successful bidder will have to ensure the soundness of the Architectural Drawings by vetting/obtaining necessary approval from the statutory bodies, soundness of the structural drawings by vetting through premium institutes such as IIT/NIT or reputed National/State research Institutes.
- 6.4 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.5 The structural drawings including the foundation type proposed attached with this document is indicative. The contractor has to collect site contours, conduct the Soil Investigation before the start of the work (as mentioned in payment schedule) and shall ascertain the bearing capacity of the soil and accordingly the foundation design along with structural design is to be prepared, vetted by the like IIT/NIT other Govt Institute (Approved by Engineer-in-charge) and shall obtain the approval from the Engineer-in-charge before start of the work. The soil investigation report should have photographs/videography while conducting field tests with *field report* counter signed by authorized representative of Engineer-in-charge.

## **B. Bidding Documents**

### **7 Content of Bidding Documents**

- 7.1 The bidder is expected to examine tender drawings, Technical and Particular specifications, contract conditions and special conditions of contract and access the site locations and include all transportation and miscellaneous cost while quoting the bid. The bill of items enclosed is indicative and it is the responsibility of the bidders to work out all quantities and their costs involved in the project and quote for the bid. **As the contract is on EPC mode, the selected contractor is required to deliver the project as per approved drawings & contract in all respects and nothing extra shall be payable beyond the quoted amount, except otherwise specified in relevant clauses of contract if any in the contract clauses.**
- 7.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and specifications, bill of items, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 22 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be **rejected**.



## **8 Clarification of Bidding Documents**

A prospective Bidder requiring any clarification on the bid document may notify the Executing Agency in writing or by e-mail (scanned copy) at the Executing Agency's address indicated in the Notice Inviting Tender. The Executing Agency will respond to any request for clarification received earlier than 7 days prior to the deadline for submission of bids. Copies of the Executing Agency's response will be hosted on website or which are required in the opinion of the Executing Agency including a description of the enquiry, but without identifying its source.

## **9. Amendment of Bidding Documents**

- 9.1 Before the deadline for submission of bids, the Executing Agency may modify the bidding documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the bidding documents and shall be hosted on the NHIDCL website/e-procurement portal only.
- 9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Executing Agency shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 17.

## **C Preparation of Bids**

### **10. Language of Bid**

All documents relating to the Bid shall be in English and all correspondence would be in the same language

### **11 Documents Comprising the Bid**

- 11.1 The e-bid submitted by the bidder shall be in two separate parts.  
Part-I: Technical Bid  
Part-II: Financial Bid.
- 11.2 **A) Technical Bid:** The intending bidders must read the terms & conditions of tender documents carefully. The Technical Bid shall be uploaded with scanned copies of following documents. All the documents must be Serial wise as stated below along with check list.

**For the registered government contractors:**

Sr. No.	Particular of Document	Yes	No
1.	Letter of Application on bidder's original letter Head to submit Technical Bid as per Annexure-A		
2.	Receipt of Bid Document Cost		
3.	Qualification Information ( <b>SECTION- III</b> )		
4.	The enlistment certificate in the appropriate class in which the bidder is registered with the concerned department. The enlistment of the contractor should be valid on the last date of submission of Bid. (Note: In case the last date of submission of bid is extended the enlistment of contractor should be valid on the original date of submission of bid.)		
5.	Proof of Payment of Bid Security*.		

6.	<p><b>Experience certificate of similar completed work*</b> during each of the last Five years (ending previous day of last day of submission of bids) with certificates from the concerned officer of the minimum rank of Executive Engineer-in-Charge or equivalent;</p> <p>The "similar work" means construction of RCC Framed structure or load bearing construction having RCC slabs in locations situated at high altitude of minimum 1,500 ft/500 mts.</p> <p><b>One similar completed work*</b> costing not less than amount equals to <b>80% of estimated cost put to tender.</b></p> <p>or</p> <p><b>Two similar completed works*</b> costing not less than amount equals to <b>60% of estimated cost put to tender.</b></p> <p>or</p> <p><b>Three similar completed works*</b> costing not less than amount equals to <b>40% of estimated cost put to tender.</b></p> <p>*: The "similar completed work" means the either completion certificate has been issued by the executing agency or it has been certified that work has been 100% physically completed. Furthermore, subject to the fulfilment of the stated criteria the following works shall be considered as completed works.</p>		
7.	Bidder shall submit as to whether their firm is debarred or declared non-performer by any Dept as on bid due date.		
8.	Bidder shall submit affidavit on the Stamp Paper, duly attested from the Notary Public that the information furnished with the bid documents is correct in all respects as per format given in Annexure-B.		
9.	Bidder shall submit Undertakings as per Annexure -C.		

**For the contractors not registered with Government Department:**

Sr. No.	Particular of Document	Yes	No
1.	Letter of Application on bidder's original letter Head to submit Technical Bid as per <b>Annexure-A</b>		
2.	Receipt of Bid Document Cost		
3.	Qualification Information ( <b>SECTION-III</b> )		
4.	Power of Attorney as per Annexure-D		
5.	Proof of Payment of Bid Security*.		
6.	Scanned copy of original document of Registration Certificate (defining the constitution or legal status, ownership details, place of registration, and principal place of business)		
7.	<p><b>Experience certificate</b> of similar work completed during each of the last Five years (ending previous day of last day of submission of bids) with certificates from the concerned officer of the minimum rank of Executive Engineer-in-Charge or equivalent;</p> <p>The "similar work" means construction of RCC Framed structure or load bearing construction having RCC slabs in locations situated at high altitude of minimum 1,500 ft/500 mts.</p>		



	<p>One similar completed work* costing not less than amount equals to 80% of estimated cost put to tender.</p> <p>or</p> <p>Two similar completed works* costing not less than amount equals to 60% of estimated cost put to tender.</p> <p>or</p> <p>Three similar completed works* costing not less than amount equals to 40% of estimated cost put to tender.</p> <p>*: The "similar completed work" means the either completion certificate has been issued by the executing agency or it has been certified that work has been 100% physically completed. Furthermore, subject to the fulfilment of the stated criteria the following works shall be considered as completed works.</p>		
8.	<b>Turnover:</b> Average Annual Turnover (in all classes of Civil Engineering construction/ fabrication works only) should be at least 40% of estimated cost of work i.e. during last three-year ending 31st March of the previous financial years duly certified by Chartered Accountant (as per Annexure-E). If the financial statement has not been audited then provide provisional turnover certificate of the previous year duly certified by the Chartered Accountant in respect of bid compliance.		
9.	<b>Net Worth:</b> Net Worth should be at least 5% (five percent) of the Estimated Cost at the close of the preceding financial year duly certified by Chartered Accountant (as per Annexure -F). If the financial statement has not been audited then provide provisional Net Worth certificate of the previous year duly certified by the Chartered Accountant in respect of bid compliance.		
10.	Bidder shall submit as to whether their firm is debarred or declared non-performer by any Dept as on bid due date.		
11.	Bidder shall submit affidavit on the Stamp Paper, duly attested from the Notary Public that the information furnished with the bid documents is correct in all respects as per format given in Annexure-B.		
12.	Bidder shall submit Undertakings as per Annexure -C.		
13.	Scanned copy of GST and PAN Registration		

The bidders who are registered with the MSME are exempted from payment of Bid security amount/ EMD as per the prevailing guidelines stated under GFR subjected to the condition that such bidders shall have to upload the proof of such registration along with their bid documents.

## **PART II: Financial Bid (Applicable to both registered and non-registered Government contractors)**

To be submitted online on Gol e-tendering portal (<https://eprocure.gov.in/cppp>) on or before Schedule time given in NIT/Appendix to ITB

11.3 The following documents form the entire bid and the contract document. Bidders are informed that the following documents which are uploaded with the RFP for information and for the purpose of understanding of the nature and scope of work for the bidders. The documents will form part of the bid and subsequently part of the contract agreement with the successful bidder.



Sections	Particular
Section VIII	General Conditions of Contract and Contract Data Including Annexures
Section IX	Special Conditions of Contract
Section X	Scope of Work & Technical Specifications
Section XI	Particular Specifications
Section XII	List of Approved Makes of Materials
Section XIV	Integrity Pact

## 12. **Bid Prices**

- 12.1 The Contract shall be on EPC mode and the quoted bid price (exclusive of GST) includes complete work as per approved drawings submitted by the Contractor for the whole Works, **based on the priced Bill of Items submitted by the Bidder.**
- 12.2 The bidder shall quote bid prices in appropriate format enclosed as part of tender document on [https:// eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).
- 12.3 The bidder is required to quote the amount excluding GST. GST as per extant laws and rate will be paid to the contractor along with each bill; however, the contractor has to submit the proof of GST payment to NHIDCL before next bill. In case, of non-submission of GST proof, the same will be recovered in the next bill.
- 12.4 Based on the amount quoted, the rates and prices shall be fixed for the duration of the Contract and shall not be subject to adjustment, except otherwise specified in relevant clauses of contract if any in the contract clauses.
- 12.5 The bidders are advised to go through the contract documents carefully and accordingly quote the bid price taking into the consideration which may have bearing upon the cost of the works.

## 13 **Currencies of Bid and Payment**

The price shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

## 14. **Bid Validity**

- 14.1 Bids shall remain valid for a period of **60 days** after the bid due date specified in Clause 17.
- 14.2 In exceptional circumstances, prior to expiry of the original time limit, the Executing Agency may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. **A bidder may refuse the request without forfeiting his bid security.** A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.

### **15 Bid Security Declaration**

15.1 The Bidder is required to pay an amount of **Rs. 13,50,321/- (2% of the estimated cost put to tender)** towards the bid security through NEFT/RTGS/IMPS online mode only to the NHIDCL's designated bank account. Details of designated bank account are as under:

S.No.	Particulars	Details
1	Name of Beneficiary	NHIDCL UT Ladakh Project Account
2	Beneficiary Bank Account No.	362305000136
3	Beneficiary Bank Branch IFSC	ICIC0003623
4	Beneficiary Bank Branch Name	3623 Leh Ladakh Branch
5	Beneficiary Bank Address	ICICI Bank, (Main) Leh-194101

**\*\* The bidders who are registered with the MSME are exempted from payment of Bid security amount/ EMD as per the prevailing guidelines stated under GFR, subjected to the condition that such bidders shall have to upload the proof of such registration along with their bid documents.**

15.2 Any bid not accompanied by Proof of Payment of Bid Security amount, shall be summarily rejected by the Executing Agency as non-responsive.

15.3 The Bid Security will be forfeited:

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity; or
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i. **Sign the Agreement;** and/or
  - ii. **Furnish the required Performance Security;** and/or
  - iii. **Submit the original documents as specified in Clause 11.2;**
  - iv. **Corrupt or Fraudulent Practices as specified in Contract Agreement.**

### **16. Alternative Proposals by Bidders**

Bidder shall submit offers that fully comply with the requirement of the bidding document including conditions of contract, conditional offer or alternate offer will not be considered further in the process of tender evaluation and the bid will be declared **non-responsive**.

### **D Submission of Bids**

### **17. Schedule for Submission of Bids**

17.1 Complete E-Bid to be uploaded on e-procurement portal before due date & time as mentioned in NIT. The bidders viz. those registered with the government agencies and not registered with the government agencies shall upload the scanned documents as enlisted under para 11.2. The bidders shall upload the technical bid and financial bid before the stipulated date and time as prescribed in NIT.

17.2 The Executing Agency may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Executing Agency and the bidders previously subject to the original deadline will then be subject to the new deadline.



17.3 The detailed schedule for submission of bid shall be, as given in NIT/Appendix to ITB.

## **18 Modification and Withdrawal of Bids**

- 18.1 Bidders may modify or withdraw their e-bids before the deadline prescribed in NIT/Appendix to ITB.
- 18.2 No bid may be modified after the deadline for submission of Bids.
- 18.3 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 14.1 above or as extended pursuant to Clause 14.2 shall result in the forfeiture of the Bid security pursuant to Clause 15.3.

## **E. Bid Opening and Evaluation**

### **19 Bid Opening**

- 19.1 Bid shall be opened online through CPP portal in two stages. Firstly, 'Technical Bid' of all the bids received shall be opened on the date and time mentioned in the NIT/Appendix to ITB. 'Financial Bid' of those bidders whose technical bid has been determined to be technically responsive shall be opened on the subsequent date through online process of e-tender, which will be notified to such bidders.
- 19.2 In the event of the specified date for the submission of bids being declared a holiday for the Executing Agency, the Bids will be opened at the appointed time on the next working day.
- 19.3 The bids accompanied with bid security declaration will be taken up for evaluation with respect to the Qualification Information and other information furnished in para 11.2
- 19.4 Evaluation of technical bids shall be carried out. Technically non eligible bidder shall be intimated about their non eligibility. Representation, if any shall be furnished within 7 days from date of issue of intimation. No representation shall be considered beyond 7 days from the date of issue of intimation.
- 19.4 The financial bids of the technically responsive bidders only will be opened. The technically responsive bidders' names, the Bid prices, the total amount of each bid and such other details as the Executing Agency may consider appropriate by the Executing Agency at the time of bid opening.

### **20 Process to be Confidential**

- 20.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Executing Agency's processing of bids or award decisions may result in the rejection of his Bid.

### **21 Examination of Bids and Determination of Responsiveness**

- 22.1 During the detailed evaluation of "Technical Bids", the Executing Agency will determine whether each Bid
- (a) Meets the eligibility criteria defined in Clause 11.2;
  - (b) the required documents uploaded by the bidder are in order; and

(c) is substantially responsive to the requirements of the bidding documents.

## **22 Evaluation and Comparison of Financial Bids.**

- 22.1 The Executing Agency will evaluate and compare only the bids determined to be technically responsive in accordance with Clause 22.1
- 22.2 **If the Bid of the successful Bidder is unrealeastic or erratic** then an irrevocable and unconditional guarantee from a Bank should also be submitted in the same form given in Annexure-H an Additional Performance Security (the "**Additional Performance Security**") for an amount calculated as under:
- a) If the Bid Price offered by the Selected Bidder falls between 15% to 20% lower than Estimated Project Cost, then the Additional Performance Security shall be **10% of the Bid Price** offered by the selected Bidder.
  - b) If the Bid Price offered by the Selected Bidder falls between 20% to 30% lower than Estimated Project Cost, then the Additional Performance Security shall be **20% of the Bid Price** offered by the selected Bidder.
  - c) If the Bid Price offered by the Selected Bidder is lower than 30% of the Estimated Project Cost then the Additional Performance Security shall be **25% of the Bid Price** offered by the selected Bidder.

## **F. Award of Contract**

### **23 Award Criteria.**

- 23.1 Subject to Clause 27, the Executing Agency will award the Contract to the Bidder whose Bid has been determined, to be technically responsive in the technical bid and who has offered the lowest financial Bid price in the financial bid.

### **24 Executing Agency's Right to accept any Bid and to reject any or all Bids**

- 24.1 Notwithstanding Clause 3, and Clause 25 the Executing Agency reserves the right to accept or reject any Bid or to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Executing Agency's action.

### **25 Notification of Award and Signing of Agreement.**

- 25.1 The bidder who's Bid has been accepted will be notified of the award by the Executing Agency. The executing agency will issue the "**Letter of Acceptance**".
- 25.2 The successful bidder shall have to sign the contract agreement **within 10 days of the issue of LOA** by the executing agency. The executing agency will issue the letter of commencement on the date of the signing of the contract agreement which will be a part of agreement. The date of signing of the contract agreement will be treated as the date of commencement viz. the appointed date.

### **26 Performance Security.**



List of Scheduled Private Sector Banks		
Axis Bank Ltd.	ICICI Bank Ltd.	Indusind Bank Ltd.
HDFC Bank Ltd.	IDFC First Bank Ltd.	Jammu & Kashmir Bank Ltd.
IDBI Bank Ltd.		

26.1 Within 30 (Thirty) days, after the issue of LoA or before signing of contract agreement, the successful Bidder shall deliver to the Executing Agency a Performance Security i.e., **Five (5%) percent of the Contract Price plus the GST applicable for this work**, valid for the period of **60 days** beyond the stipulated date of completion. The Bid security amount of the successful bidder will be refunded after 30 days from the receipt of the confirmation from the bank and on the request of the successful bidder.

26.2 The bidder shall also have to pay the additional performance security if any Bid in accordance with clause 24.3 of ITB along with the performance security for the same period. Extent rules applicable in the executing agency department are binding on the successful bidder.

26.3 The performance security shall be in the form of an Electronic Bank Guarantee (e-BG) in the name of the Executing Agency, from a Bank as per the details specified below as per Annexure-H. **It is madatory that Electronic Bank Guarantee (e-BG) taken shall be encashable at the Leh Branch of the issuing Bank.** Electronic Bank Guarantee (e-BG) shall be accepted from Public Sector Banks or Scheduled Private Sector Banks having Net worth of Rs. 1,000/- Crores or more as per latest annual report of the bank. Authority reserves the right to add or remove any of name's bank on which BG shall be accepted based on advisory from the Government/RBI. **Electronic Bank Guarantee (e-BG) issued by 'Foreign Banks' and 'Banks not mentioned in the list below' shall not be accepted.** The Electronic Bank Guarantee can

List of Public Sector Banks		
Bank of Baroda	Indian Bank	State Bank of India
Bank of India	Indian Overseas Bank	Union Bank of India
Bank of Maharashtra	Punjab National Bank	Central Bank of India
Canara Bank	Punjab & Sind Bank	UCO Bank

be initially taken for a period of not less than one year and shall has to be extended from time to time for the total period as mentioned in above, incase if the bank norms do not give the Electronic Bank Guarantee for the specified period at one stretch.

26.4 In the event of Failure of submission of performance security by the selected bidder within 60 days of issues of LOA,

26.5 The bid security amount paid by the all remaining unsuccessful bidders will be refunded on submission of request of the same within 30 days from the date of declaration of technical evaluation and after determining the responsiveness of the bid.

26.6. It is to be noted that incase the branch of the Bank issuing Electronic Bank Guarantee (e-BG) is other than their branch located at Leh in UT of Ladakh, due to their administrative or business reasons, then they shall convey through their official mail to the Executing Agency and to their branch located as Leh in UT of Ladakh, that they will undertake that the Performamnce Electronic Bank Guarantee(e-BG) given by them will be made encahsable at their Leh branch (or) they will



direct their Leh branch to accept the Performance Electronic Bank Guarantee (e-BG) in original and will facilitate for encashment of the same in case of receipt of the communication from NHIDCL for invocation / encashment of the same and shall not reject on any grounds. Further, if the issuing bank does not have their branch in Leh, UT of Ladakh, in such case, the issuing bank shall undertake that on receipt of official communication from Executing Agency through e-mail or by post for invocation of encashment, they will do needful for encashment of the Electronic Bank Guarantee (e-BG) given by them, and will not insist for producing the original e-BG to them, and also on physical presence/ visit of their branch by officials of Executing Agency.

- 26.7 After recording the completion for the work by the competent authority, 50% the Performance security shall be released to the contractor without interest within 60 days from the issue of the completion certificate and the remaining 50% shall be retained as Retention money/ Security Deposit. The same shall be released year wise proportionately during the specified period as mentioned in the Payment schedule.

Addition Performance Security shall be released in the following manner: -

- (a) 50% will be released on completion of 50% physical progress as per within the timeline stipulated for the milestone. In case of extension of time the extended time shall be the actual time for the mile stone.
- (b) 75% will be released on completion of 75% physical progress as per within the timeline stipulated for the milestone. In case of extension of time the extended time shall be the actual time for the mile stone.
- (c) 100% will be released on completion of 100% physical progress as per within the timeline stipulated for the milestone. In case of extension of time the extended time shall be the actual time for the mile stone.

### Appendix to ITB

Clause Reference	Instructions to Bidders																					
1.1	<b>Executing Agency</b> <b>Designation:</b> ExecutiveDirector (P) Address: NHIDCL, RO-Ladakh, Leh Email: <a href="mailto:nhidcl.leh@gmail.com">nhidcl.leh@gmail.com</a>																					
7.1	<b>Engineer-in-Charge</b> <b>Designation:</b> General Manager (P) / Deputy General manager(P) heading NHIDCL, PMU (Infra), Leh Address: NHIDCL, PMU-Infra, Leh Email: <a href="mailto:nhidcl.infraleh@gmail.com">nhidcl.infraleh@gmail.com</a>																					
15.1	Bid Security Amount: Rs 13,50,321/- to be paid throught NEFT/RTGS/IMPS to NHIDCL account																					
17.3 & 19.1	<b>Schedule for submission of Bids:</b> <table><tr><th>Sr. No.</th><th>Particulars</th><th>Date</th></tr><tr><td>1</td><td>Bid Document Download/ Start Date</td><td>29.01.2024 (1500 Hrs)</td></tr><tr><td>2</td><td>Clarification /Pre bid queries Start Date</td><td>01.02.2024 (1100 Hrs)</td></tr><tr><td>3</td><td>Clarification /Pre bid queries End Date</td><td>02.02.2024 (1500Hrs)</td></tr><tr><td>4</td><td>Pre bid meeting</td><td>06.02.2024 (1500Hrs)</td></tr><tr><td>5</td><td>Bid due date</td><td>18.02.2024 (1500 Hrs)</td></tr><tr><td>6</td><td>Opening date of Technical Bids</td><td>19.02.2024 (1500 Hrs)</td></tr></table>	Sr. No.	Particulars	Date	1	Bid Document Download/ Start Date	29.01.2024 (1500 Hrs)	2	Clarification /Pre bid queries Start Date	01.02.2024 (1100 Hrs)	3	Clarification /Pre bid queries End Date	02.02.2024 (1500Hrs)	4	Pre bid meeting	06.02.2024 (1500Hrs)	5	Bid due date	18.02.2024 (1500 Hrs)	6	Opening date of Technical Bids	19.02.2024 (1500 Hrs)
Sr. No.	Particulars	Date																				
1	Bid Document Download/ Start Date	29.01.2024 (1500 Hrs)																				
2	Clarification /Pre bid queries Start Date	01.02.2024 (1100 Hrs)																				
3	Clarification /Pre bid queries End Date	02.02.2024 (1500Hrs)																				
4	Pre bid meeting	06.02.2024 (1500Hrs)																				
5	Bid due date	18.02.2024 (1500 Hrs)																				
6	Opening date of Technical Bids	19.02.2024 (1500 Hrs)																				
28.1	Performance Security: Five (5%) percent of the Contract Price plus the GST applicable for this work in the form of Electronic Bank Guarantee (e-BG).																					

**SECTION-III**

**QUALIFICATION INFORMATION**



### QUALIFICATION INFORMATION

[The information is to be filled and submitted by the intending bidder along with their technical bid.]

- 1) For Individual Bidders (Applicable to contractors not registered with government dept.)

Constitution or legal status of Bidder

(Upload scanned copy of Original)

Details of Ownership: \_\_\_\_\_

Place of registration: \_\_\_\_\_

Principal place of business: \_\_\_\_\_

- 2) Power of attorney of signatory of Bid as per Annexure-E (Applicable to contractors not registered with government dept.)

(Upload scanned copy of Original)

- 3) Turnover Certificate and Net Worth Certificate as per Annexure-F ..... (Applicable to contractors not registered with government dept.)

(Upload scanned copies of Turnover and Net worth certificates from Chartered Accountant)

- 4) Work performed as lead contractor/concessionaire or JV partner or recognized sub-contractor duly approved by Executing Agency will also be considered, provided that all the conditions and other qualification criteria mentioned in this RFP are duly satisfied in their name. Details in this regard for the last Five years as per ITB may be submitted in the following format.

(Applicable to contractors registered with Government dept. and also contractors not registered with Government dept.)

Project Name	Name of the Executing Agency*	Description of work	Contract No.	Value of Contract (Rs. Crore)	Date of issue of work order/LoA	Date of completion of the Project

\* Attach certificate(s) from the minimum rank of Executive Engineer-in-Charge or equivalent

Note: In case of nominated sub-contractor, a certificate from the minimum rank of Executive Engineer-in-Charge or authorized signatory of Lead contractor or concessionaire should be obtained from whom an approval for subcontractor has been obtained.

- 5) (Information on Bid Capacity (works for which bids have been submitted and accepted and works which are yet to be completed) as on the date 7 days before the last date for bid submission.

(Applicable to contractors registered with Government dept. and also contractors not registered with Government dept.)

i) Existing commitments and on-going works (B)

Description of works	Place & State	Contract No.	Name & Address of Executing Agency	Value of Contract (Rs. Cr)	Stipulated Period of Completion	Value of works remaining to be completed in the next N years (Rs Cr)	Escalation factor	Anticipated date of completion	Escalated value of remaining work during completion period of work for which bids are invited
1	2	3	4	5	6	7	8	9	10=7x8

Note:- Escalation factor\*-1.1

The escalation factor shall be multiplied with the value of the remaining works to be completed in the relevant financial year with the aforementioned escalation factor. So as to arrive at the value in column 10.

ii) Details of works for which bid submitted and accepted (i.e. where contract signing is pending)

Description of works	Place & State	Name & Address of Executing Agency	Date of issue of Letter of Acceptance (LOA)	Value given in LOA	Stipulated period for completion	Value of work during completion period of work for which bids are invited
1	2	3	4	5	6	7=5x1.05

Upload copy of LOA

6) Litigation/Arbitration (applicable to contractors registered with Government dept. and also contractors not registered with Government dept.)

Bidder shall submit Information regarding litigation or arbitration history during the last Five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter in bidder Letter Head

Other Party /Department / Executing Agency	Cause of Dispute	Amount involved	Remarks showing Present Status



--	--	--	--

- 7) Bidders shall furnish all the requisition information, undertaking, certificates strictly in the format prescribed in the RFP/contract agreement in case of any deviation bid may not be accepted: - **(Applicable to contractors registered with Government dept. and also contractors not registered with government dept.)**
- (i) Affidavit as per format given in Annexure- B
  - (ii) Undertaking as per format given in Annexure- C

SECTION-IV

ANNEXURES

**FORM OF LETTER OF APPLICATION**  
**(On Bidder's letter Head)**

To,  
The Executive Director(P)  
NHIDCL, RO-Ladakh  
Yartsa House, Changspa,  
Leh, UT of Ladakh-194101

Name of Work: "Construction of Multipurpose Hall for 300 people sitting capacity with the roof having the features of truss frame structure, tin sheet roofing and false ceiling at DPL Choglamsar for Ladakh Police, in UT of Ladakh"

Sir,  
Having examined the Bid Document, Instruction to Bidders, Qualification Information, Scope of works, etc. for the subject work. We, hereby submit our technical and financial bid for the subject work.

It is certified that the information furnished in this document is true and correct. The proposal is unconditional and unqualified. We undersigned accept that NHIDCL reserves the right to reject any or all application without assigning any reason.

Thanking you,

Yours faithfully,

(Name)  
(Authorized Signatory)  
(Official-Seal)

For and on behalf of M/s\_\_\_\_\_

Date:

Mobile No.:

Email Id:

**AFFIDAVIT**  
**(To be notarized by Notary)**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ has abandoned any work in India nor any contract awarded to us for such works have been rescinded, during last **Five** years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.
5. I/ We undertake and confirm that eligible similar works have not been got executed through another contractor on back to back basis.

\_\_\_\_\_  
(Signed and sealed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

**UNDERTAKING**  
**(On Bidder's letter Head)**

I, the undersigned do hereby undertake on behalf of our firm M/s [Name of the bidder], that we shall not withdraw or modify our bid during the period of validity from the bid submission date.

I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the Bid, then [Name of the bidder] will be debarred for participation in the tendering process for the works of NHIDCL and other works under other Centrally Sponsored Schemes, for a period of two year from the bid due date of this work.

\_\_\_\_\_  
(Signed and sealed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE



**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID****(To be notarized by Notary)**

Know all men by these presents, We **(name of the firm and address of the registered office)** do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name), son/daughter/wife of **(Name)** and presently residing at **(Address)**, who is presently employed with us/the Lead Member of our Joint Venture and holding the position of **(Designation)**, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the 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-BID 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 agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the 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 Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*



**CERTIFICATE OF TURNOVER BY STATUTORY AUDITOR****Letter Head of the Statutory Auditor****(Giving phone number, address and email address)**

1. This certificate is being issued on the request of .....(Name of the Bidder and address) for participating in tender in respect of National Highways and Infrastructure Development Corporation of India Limited in accordance with the applicable auditing standards and guidance Note issued by the Institute of Chartered Accountant of India.

2. We M/s .....(Name of the Statutory Auditor) are statutory auditors of .....(Name of the Bidder) for the year ended 31<sup>st</sup> March 20XX (appropriate year may be filled in).

**Note 1: In case the certificate is issued by any firm other than statutory Auditors of a company, the form no. ADT 1, duly filed with the Registrar of Companies is attached.**

**Note 2: In cases the Bidder does not have statutory auditor, the firm of chartered accountants that audited last financial statements/books of accounts shall be treated as Statutory Auditor while in case of a company, the statutory auditor shall have same meaning as 'Auditor' defined under the Companies Act, 2013.**

3. We have obtained all relevant record and information that were necessary for providing this certificate.

4. We have read and understood the tender documents relating to financial and technical capacity (e.g. 'Turnover' and 'Net worth'), verified the standalone audited financial statements of ..... (Name of the Bidder), books of accounts and other relevant records and information as at 31<sup>st</sup> March 20XX produced before us by .....(Name of the Bidder), and on basis of such verification, information and explanation given to us, we certify as under:

S.No.	Financial year	Turnover (₹ In lakh)
1	Year 1 (2022-2023)	
2	Year 2 (2021-2022)	
3	Year 3 (2020-2021)	
4	Year 4 (2019-2020) Optional	

*In case financial statements of the latest FY are not audited and therefore, bidder can not make it available, the bidder shall provide an undertaking to this effect and statutory auditor shall certify the same. In such case, the bidder shall provide the audited financial statements for 5 years immediately preceding the year for which the audited annual report is not being produced as specified RFP. In case, undertaking duly certified by statutory auditor is not submitted under such circumstances, the annual turnover for the year for which audited annual financial statement are not available shall be considered as "Nil" for the purpose of arriving at the average annual turnover.*



5. Annual Turnover uploaded to the price level of the year, based on factors indicated in table below is to be considered.

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Updated factor	1.00	1.05	1.1	1.15	1.2
Actual Turnover (Rs.in lakh)					
Updated Turnover (Rs.in lakh)					

Average Updated Turnover (to the price level of the year) = .....(Rs.in lakh)

6. This is also certified that the Calculation of turnover is based on **standalone financial statements** of .....(Name of the Bidder) prepared in conformity with applicable Accounting Standards and it does not include any component of indirect tax like GST.

7. This is also certified that the that turnover mentioned in para 4 is in individual capacity of .....(Name of the Bidder) and its share in the Joint Venture where the work had been executed jointly with other party/parties and such a joint venture is not a separate legal entity. Further, the above turnover does not include any turnover related to joint venture or subsidiary having a separate legal entity.

8. This is also certified that turnover mentioned in para 4 is in respect of execution of construction/ civil /Engineering activities and does not include any trading activity of .....(Name of the Bidder).

**For XYZ & Associates**  
**Chartered Accountant**  
(FRN: .....)

**Name of CA: .....**  
**Partner/Proprietor Membership No.: .....**  
**Place: .....**  
**Date: .....**  
**UDIN: .....**

**Letter Head of the Statutory Auditor**  
(Giving phone number, address and email address)  
**CERTIFICATE OF NET WORTH BY STATUTORY AUDITOR**

1. This certificate is being issued on the request of .....(Name of the Bidder and address) for participating in tender in respect of National Highways and Infrastructure Development Corporation of India Ltd. in accordance with the applicable auditing standards and guidance Note issued by the Institute of Chartered Accountant of India.

2. We M/s ..... (Name of the Statutory Auditor) are statutory auditors of .....(Name of the Bidder) for the year ended 31<sup>st</sup> March 20XX (appropriate year may be filled in).

**Note 1: In case the certificate is issued by any firm other than statutory Auditors of a company, the form no. ADT 1. duly filed with the Registrar of Companies is attached.**

**Note 2: In cases the Bidder does not have statutory auditor, the firm of chartered accountants that audited last financial statements/books of accounts shall be treated as Statutory Auditor while in case of a company, the statutory auditor shall have same meaning as 'Auditor' defined under the Companies Act, 2013.**

3. We have obtained all relevant record and information that were necessary for providing this certificate.

4. We have read and understood the tender documents relating to financial (e.g. 'Turnover' and 'Net worth'), verified the standalone audited financial statements of ..... (Name of the Bidder), books of accounts and other relevant records and information as at 31<sup>st</sup> March 20XX produced before us by .....(Name of the Bidder), and on basis of such verification, information and explanation given to us, we certify that Net Worth of .....(Name of the Bidder) as on 31 March 20XX has been computed strictly in compliance with the provision of Clause 2.2.2.9 (ii) of the RFP documents of the NHIDCL and as under:

Sr. No.	Particulars	Amount (₹ in lakh)	Remarks
1	Paid of Equity Share Capital (This does not include advance against equity and application money pending allotment)		
2	Reserves and Surpluses (Other equity in case of Financial Statements are prepared under Ind AS) created out of profits)		
2.1	Accumulated Profits		
2.2	Share/Security premium		
2.3	Other Reserves		
	Total		
	Less Accumulated losses, if any		
	Less Miscellaneous expenditure to the extent not written off or adjusted		
	Less Deferred Revenue Expenditure, if any		

	Less write back of depreciation, if any		
	Less any other reserve created out of profits like amalgamation, capital restructuring, first time adoption of Ind AS or debt restructuring prior to full settlement of debts.		

5. This is certified that the Calculation of Net worth is based on **standalone financial statements** of .....(Name of the Bidder) prepared in conformity with applicable Accounting Standards and it does not include following components:

- i. Advance against equity;
- ii. Share application money, pending allotment;
- iii. Redeemable or non-redeemable Preference share capital ;
- iv. Convertible and non-convertible debentures;
- v. Revaluation Reserves;
- vi. Accumulated losses;
- vii. Write back of depreciation;
- viii. Other comprehensive income, in cases where financial statements are prepared based on Ind AS;
- ix. Reserves created from restructuring of debt etc till their settlement of debts;
- x. Deferred Tax Liabilities; and
- xi. Impact of restructuring or amalgamation of the bidder.

**For XYZ & Associates**  
**Chartered Accountant**  
**(FRN: .....)**

**Name of CA: .....**  
**Partner/Proprietor Membership No.: .....**  
**Place: .....**  
**Date: .....**  
**UDIN: .....**



**FORM OF BANK GUARANTEE****[Performance Security/Additional Performance Security]**

To

**[National Highway and Infrastructure Development Corporation Limited]**

[Yartsa House near Changspa Farm, Changspa, Leh, UT of Ladakh-194101]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. Dated \_\_\_\_\_ for construction of [name of the Project] (hereinafter called the "Contract")

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/Defects Liability Period and Maintenance Period} in a sum of Rs..... cr. (Rupees ..... Crore) (the "Guarantee Amount"<sup>1</sup>).

AND WHEREAS we, \_\_\_\_\_ through our branch located at Leh, in UT of Ladakh \_\_\_\_\_ (the "Bank") have agreed to furnish this E-Bank Guarantee (e-BG) (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of [Offg. Executive Director, of National Highways & Infrastructure Development Corporation Limited], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether \_\_\_\_\_



by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on \*\*\*\*. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.  
Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.



11. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
12. This guarantee shall also be operatable at our local branch located in Leh, UT of Ladakh from whom, confirmation regarding the issue of this guarantee or extension / renewal or encashment thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. We, being a branch of the same bank other than our Leh Branch from which this Performance Bank Gurantee is issued, undertake that we will send thorough our official mail to the Executing Agency and to our Leh Branch that the Performamnce Bank Gurantee given by us will be made encahsable at our Leh branch. Further we undertake that we will direct our Leh branch to accept the Performance Bank guarantee in original and will fecilitate for encashment of the same in case of receipt of the communication from NHIDCL for invocation / encashment of the same and shall not reject on any grounds. Further, in case of absence of our branch at Leh, UT of Ladakh, we undertake that, being the issuing bank of this BG and on receipt of official communication from Executing Agency through e-mail or by post for invocation of encashment, we will do needful for encashment of the Bank guarantee given by us based on such written communication, and will not insist for producing the orginal BG, and also on physical presence/ visit by officials of Executign Agecny at our issuing branch.
14. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [MoRT&H/NHAI/NHIDCL/State PWD/BRO], details of which is as under:

S.No.	Particulars	Details
1	Name of Beneficiary	<b>NHIDCL UT Ladakh Project Account</b>
2	Beneficiary Bank Account No.	<b>362305000136</b>
3	Beneficiary Bank Branch IFSC	<b>ICIC0003623</b>
4	Beneficiary Bank Branch Name	<b>3623 Leh Ladakh Branch</b>
5	Beneficiary Bank Address	<b>ICICI Bank (Main), Leh-194101</b>

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)



SECTION-V  
TENDER DRAWINGS

Uploaded along with the RFP and as a part of Contract Document

SECTION-VI  
SCHEDULE OF ITEMS

Uploaded along with the RFP and as a part of Contract Document

SECTION-VII

BILL OF ITEMS

Uploaded along with the RFP and as a part of Contract Document



Bill of Itmes  
Through EPC Contract

Tender Inviting Authority: Executive Director (P), National Highways & Infrastructure Development Corporation Limited, RO-Ladakh

Name of Work: "Construction of Multipurpose Hall for 300 people sitting capacity with the roof having the features of truss frame's structure, tin sheet roofing and false ceilings at DPL Choglamsar, in UT of Ladakh"

RFP No :

Name of the Bidder/  
Bidding Firm / Company:

BILL OF ITEMS

Sl. No.	Description of Item	Estimated Rate excluding GST in Rs.
1	"Construction of Multipurpose Hall for 300 people sitting capacity with the roof having the features of truss frame's structure, tin sheet roofing and false ceilings at DPL Choglamsar, in UT of Ladakh"	6,75,16,048/-
Total Cost Quoted by bidder in figures		
Total Cost Quoted by bidder in words		

**The End**