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/Nagaland/DK3/BW/2/2021 Dated: 10.06.2021

RFP for the work of "Balance work for Four-laning of NH-39 Dimapur- Kohima Road from Design Km 152.490 to Km 166.700 (Existing Km 156.000 to Km 172.900), in the state of Nagaland under SARDP-NE through an Engineering, Procurement and Construction(EPC) Contract (Package-III)."

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 ["Balance work for Four-laning of NH-39 Dimapur - Kohima Road from Design Km 152.490 to Km 166.700 (Existing Km 156.000 to Km 172.900), in the state of Nagaland under SARDP-NE through an Engineering, Procurement and Construction(EPC) Contract (Package-III).

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

State/UT	NH No.	Description of the work	Estimated Cost xclusive of GST (Rs. In Crore)	-
Nagaland]	[39]	Balance work for Four-laning of NH-39 Dimapur — Kohima Road from Design Km 152.490 to Km 166.700 (Existing Km 156.000 to Km 172.900), in the state of Nagaland under SARDP-NE through an Engineering, Procurement and Construction(EPC) Contract (Package-III)		[12 Month]

It is to inform all prospective bidders of the subject work, the following:-

(a) The bid is for award of execution of balance work of earlier awarded work which had been awarded to M/s Gayatri Projects Ltd and the contract of which has been terminated.

- (b) Certain works like Culverts, Breast walls, Retaining walls, Pavement etc which are incomplete or partially completed by M/s Gayatri Projects Ltd, shall have to be completed by the new Contractor. The new contractor shall also be fully responsible for these works, partially carried out by M/s Gayatri Projects Limited including but not limited to roads, bridges, culverts, any other structure like retaining wall, breast wall and other slope protection measures.
- (c) The new contractor shall also be responsible to maintain all the works which were, fully executed by the earlier contractor M/s Gayatri Projects Limited during the DLP period and also rectify the defects arising if any in these works.
- (d) There are certain sinking & sliding areas and slopes which are prone to slides in the project stretch. The stabilization of such slopes, Geo technical investigation and engineering solution of such areas and locations within the given ROW, this being an EPC Contract, shall be the responsibility of the new contractor, to whom this balance work is awarded based on this bid. It is informed that, no Change of Scope (COS) shall be given nor additional ROW shall be acquired on this account.
- (e) All prospective bidders are requested to note the above and assess the requirement of work and liability towards defect before submitting their bid.

The complete BID document can be viewed / downloaded from official portal of the CPPP website https:// eprocure.gov.in/eprocure/app from 10.06.2021 to 30.06.2021 (upto 1100 hrs IST). and Bidder must submit its Financial bid Technical Bid at https:// eprocure.gov.in/eprocure/app on or before 30.06.2021 (up to 1500 hrs IST). Bids received online shall be opened on 01.07.2021 (at 1530 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.

AK Jha

General Manager/Tech

National Highways & Infrastructure Development Corporation Ltd.

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New Delhi-110001

Phone: +91-11-23461674

e-mail: (gmnagaland.nhidcl@gmail.com)

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As part of the Standard Operating Procedure for adoption of Integrity Pact, Sh. Subhash Chandra, IAS (Retd.) 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):

B9, Tower 10, New Moti Bagh Complex 702, New Delhi-110021

Mobile:+91-9717790920 Land line: 011-26888030 Email Id: Subhash59@hotmail.com

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.