National Highways & Infrastructure Development Corporation Limited

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

REQUEST FOR PROPOSAL
(Through CPP Portal)

For

Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)

International Competitive Bidding

January, 2024

National Highways & Infrastructure Development Corporation Ltd
3rd floor, PTI Building, 4-Parliament Street,
New Delhi – 110001

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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/MANIPUR/FINCH-UKHRUL/PKG3/2023 **Dated: 03.01.2024**

RFP for the work of **"Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)"**

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 **"Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)"**

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

State/UT	NH No.	Description of the work	Estimated Cost exclusive of GST (₹ in Crore)	Completion period	Maintenance Period
Manipur	NH-202	Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)	155.23]	24 months]	60 months

The complete BID document can be viewed / downloaded from official portal of the CPPP website https://eprocure.gov.in/eprocure/app from 03/01/2024 to 16/02/2024 (upto 15:00 hrs IST) as mentioned in the Data Sheet. Bidder must submit its Financial bid and Technical Bid at https://eprocure.gov.in/eprocure/app on or before 16/02/2024 (upto 15:00 hrs IST) as mentioned in the Data Sheet. Bids received online shall be opened on 19/02/2024 at 16:00 hrs IST).

Bid through any other mode shall not be entertained. However, Bid Security, 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.

Dy. General Manager/Tech
National Highways & Infrastructure Development Corporation Ltd.
3rd Floor, PTI Building, 4 Sansad Marg,
New Delhi-110001
Phone : +91-11-23461698
E-mail: rajpal.singh1962@nhidcl.com, dgmmanipur@gmail.com

As part of the Standard Operating Procedure for adoption of Integrity Pact, Shri Gali Yadaiah, IEM, NHIDCL, has been appointed as Independent External Monitor (IEM) in NHIDCL, as per approval of the Central Vigilance Commission and Ministry of Road Transport & Highways, Govt. of India. The contact detail of IEM 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 Security	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.

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

National Highways & Infrastructure Development Corporation Limited

(MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT. OF INDIA)

SECTION 1
INTRODUCTION

1.1 Background

1.1.1 The National Highways & Infrastructure Development Corporation Limited (NHIDCL) represented by Managing Director (the "Authority") is engaged in the development of National Highways and as part of this endeavour, the Authority has decided to undertake the work of **"Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)"** (the **"Project"**) through an Engineering, Procurement and Construction (the "**EPC**") Contract, and has decided to carry out the **International Competitive bidding** process for selection of a Bidder to whom the Project may be awarded. A brief description of the project may be seen in the Information Memorandum of the Project at the CPPP website https:// eprocure.gov.in/eprocure/app. Brief particulars of the Project are as follows:

Name of the work	Length in km	Estimated Project Cost (Excl. GST) (₹ in cr.)	No. of years for completion of work
"Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)"	14.63	155.23	24 months of Construction Period + 60 months of Maintenance Period

1.1.2 The selected Bidder (the "**Contractor**") shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the "**EPC Contract**") to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period. The scope of work will broadly *include rehabilitation, upgradation and augmentation of the existing carriageway to 2-lane with hard shoulders standards with construction of new pavement, rehabilitation of existing pavement, construction and/or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, etc.* as detailed in the Schedules and maintenance of the Project during the Defect Liability Period, which shall be 5 9five) years.

1.1.3 The estimated cost of the Project (the **"Estimated Project Cost"**) has been specified in the clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.4 The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor's services and obligations.

1.1.5 The Authority shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Data Sheet for submission of BIDs (the "**BID Due Date**").

1.2 Brief description of Bidding Process

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

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

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

1.2.3 The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "**Feasibility Report/Detailed Project Report**") is also enclosed. The Feasibility Report / Detailed Project Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report/Detailed Project Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report/Detailed Project Report. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents. However, Feasibility Report / Detailed

Project Report prepared by the Authority/ consultants of the Authority (the "**Feasibility Report/Detailed Project Report**") is not required in case of maintenance works like PR/HIPR to be taken on EPC mode.

1.2.4 (i) A Bidder is required to submit, along with its BID, a BID Security of **₹ 1,55,23,000/- (Rupees One Crore Fifty Five Lakh Twenty Three Thousand Only)** (the "BID Security"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. Bid security shall be submitted in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee). The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The e-Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL Bank. The bidder shall also make online payment towards cost of tender documents of ₹ 23,600/- (Rupees Twenty Three Thousand Six Hundred Only) including 18% GST in Authority's designated bank account and also upload online payment receipt of the same. Details of designated bank account are as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	MD-NHIDCL
2.	Beneficiary Bank Account No.	90621010002659
3.	Beneficiary Bank Branch Name and Address	Canara Bank, Transport Bhawan 1 - Parliament Street, New Delhi - 110001
4.	Beneficiary Bank Branch IFSC	CNRB0019062

(ii) Bidders have also the facility to deposit the bid security / tender fee (cost of bid documents) into the bank account of NHIDCL through online facility provided by the Indusind Bank. **No amount should be deposited directly in the bank account of NHIDCL.** The payment through bank portal will facilitate issuance of invoice for tender fee and refund of bid security to the unsuccessful bidders immediately on finalization of the bidder. Please refer below steps to do the transaction for payment of bid security and tender fee via Payment Gateway/generate NEFT/RTGS Challan by visiting IndusCollect website: https://induscollect.indusind.com/pay/index.php

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

Steps for Bidder Payment

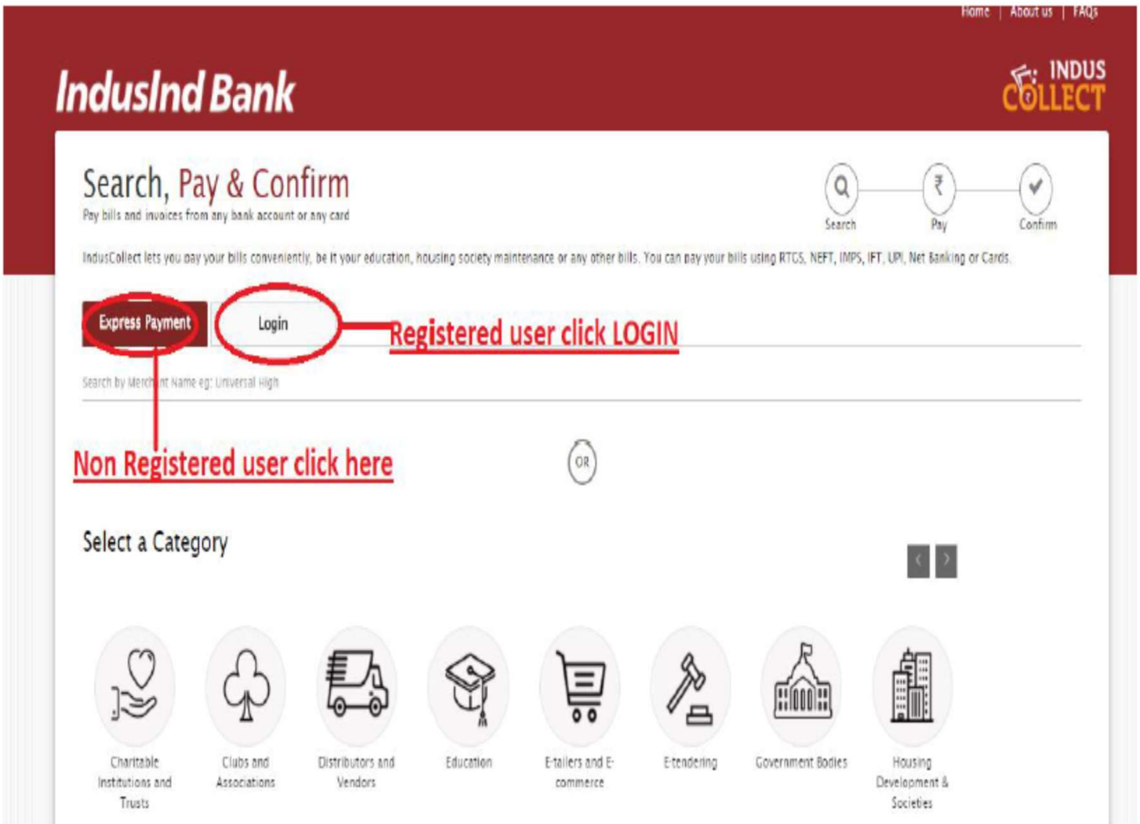
1. Visit IndusCollect website: https://induscollect.indusind.com/pay/index.php

2. Kindly select one of the two tabs:

   # Express Payment (For Non-Registered User)

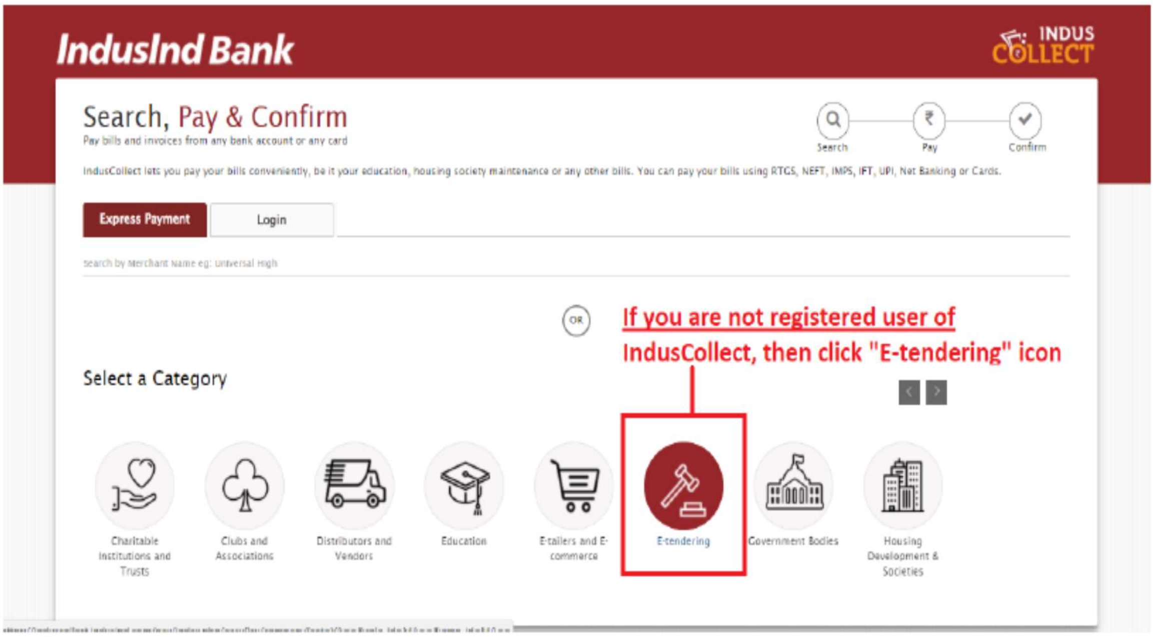
   # Login (For Registered User)

3. If you are a registered user of IndusCollect, then login click on LOGIN tab. If you are not registered user of IndusCollect then click on Express Payment tab.



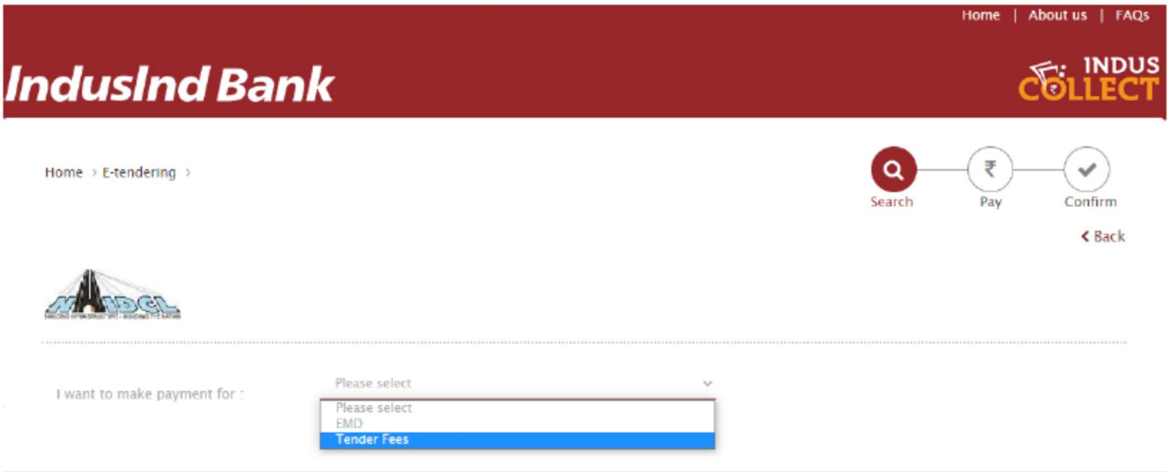
Flow for Non-Registered Users

a. Select Category

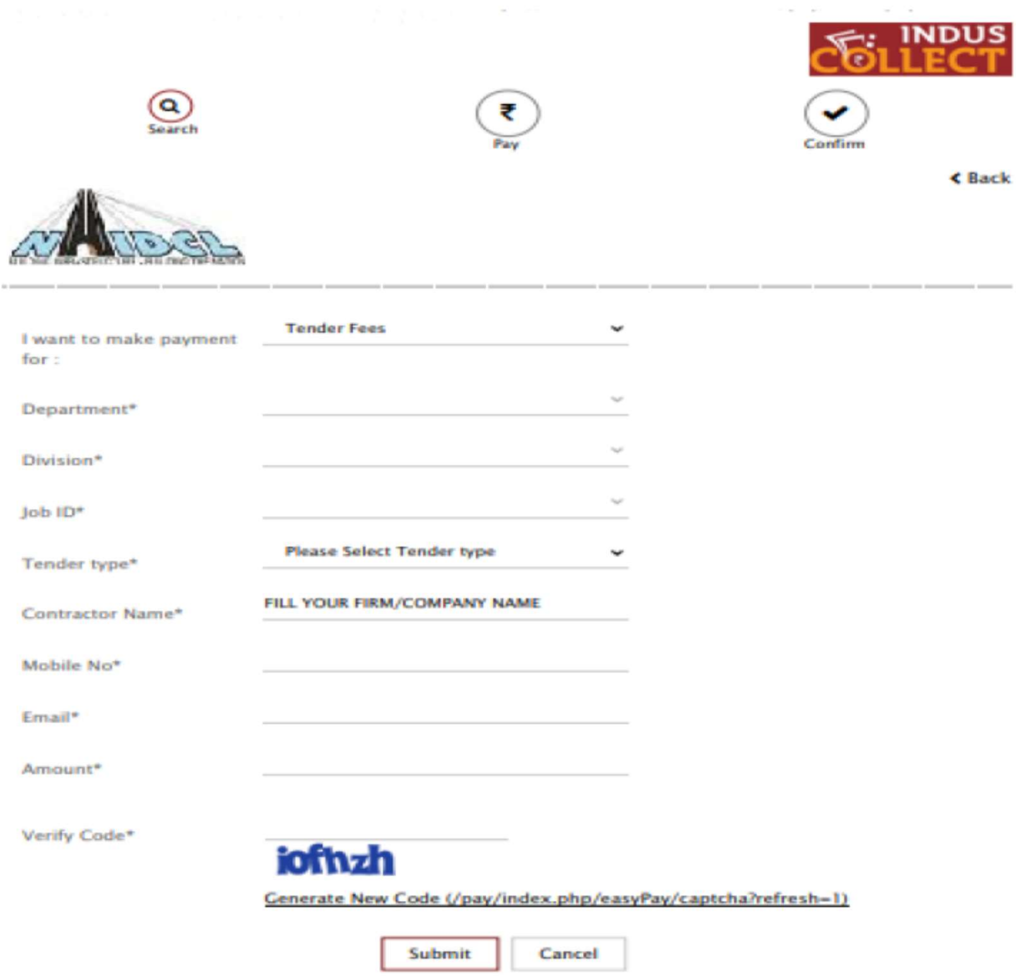


b. Type NHIDCL:

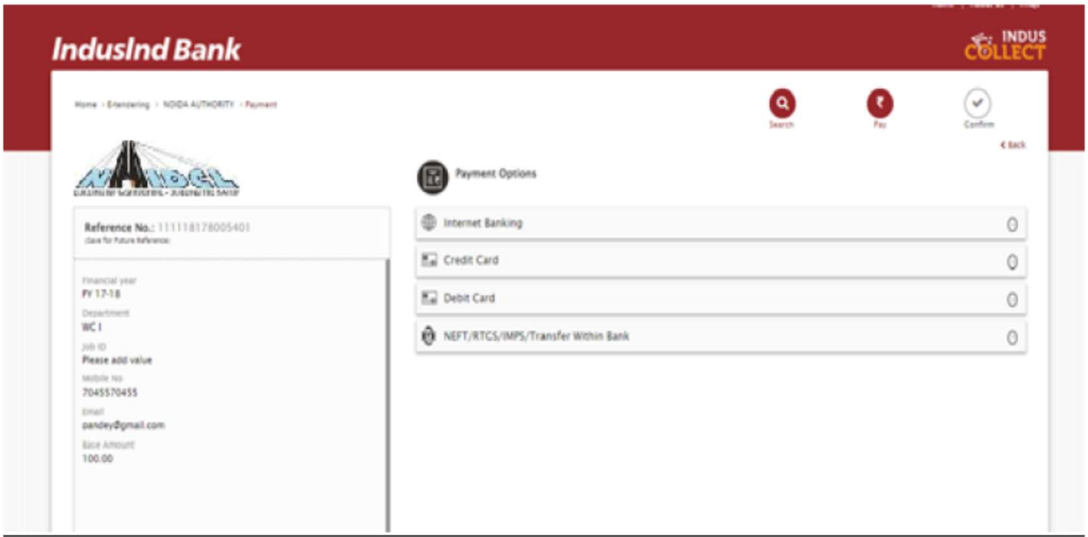
c. <u>Select type of payment:</u>



d. <u>Enter Data & Click Submit:</u>

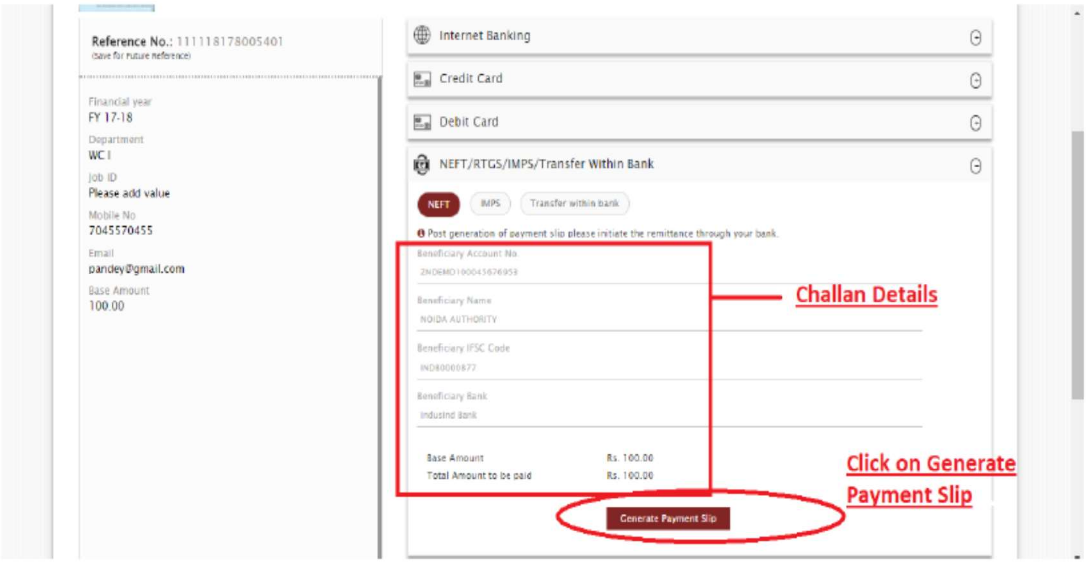


e. **Select the payment mode:**



f. **If user clicks "Internet Banking" or "Credit Card" or "Debit Card", then user will be redirected to Payment Gateway page.**

g. **If user selects NEFT or RTGS or IMPS or Transfer within Bank, then:**

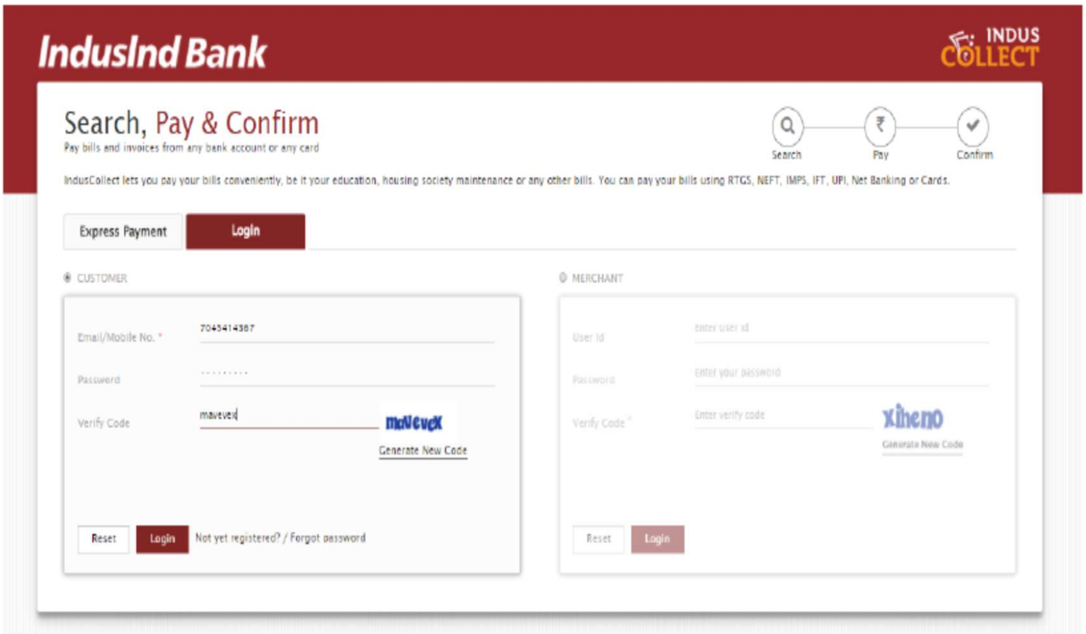


i. User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code.

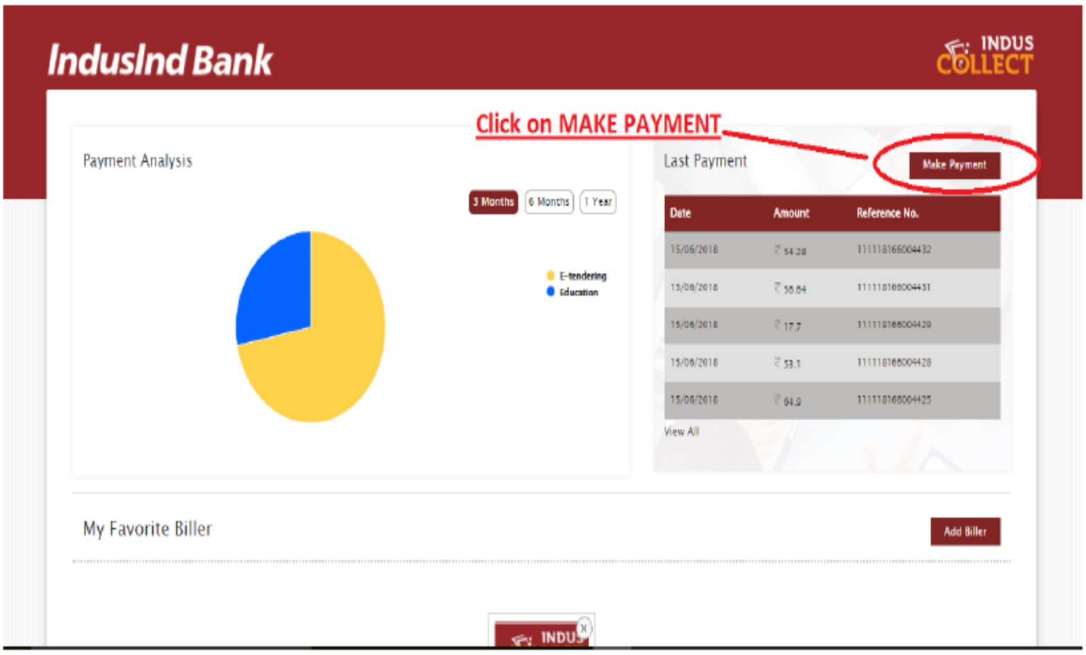
ii. User will then login to their own bank's Netbanking or mobile app.
iii. User will add beneficiary basis the details on Challan.
iv. User will then make the payment to beneficiary

Flow for Registered Users

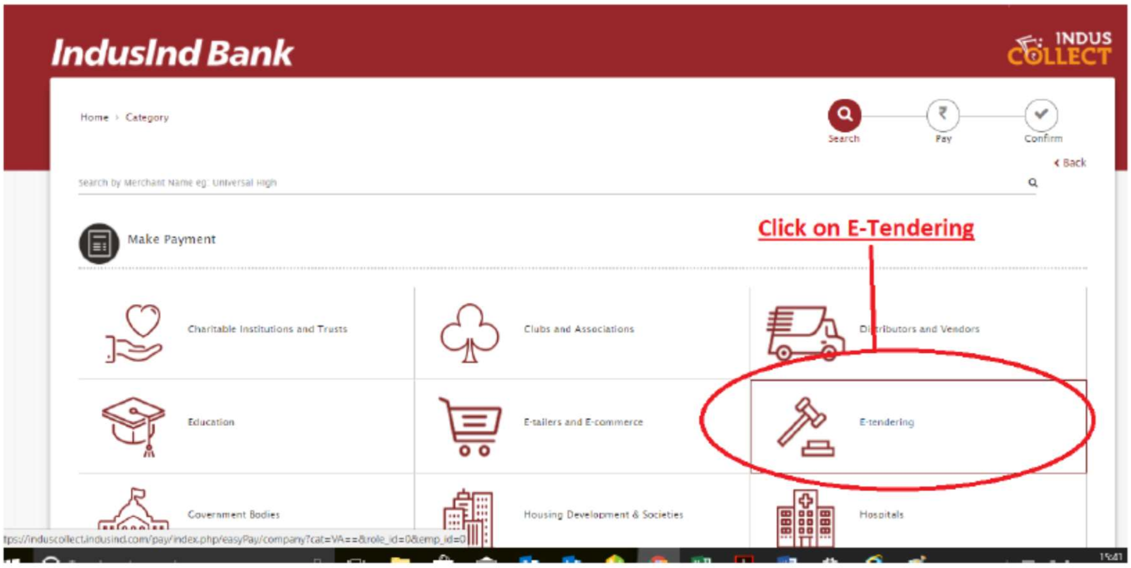
a. Click Login



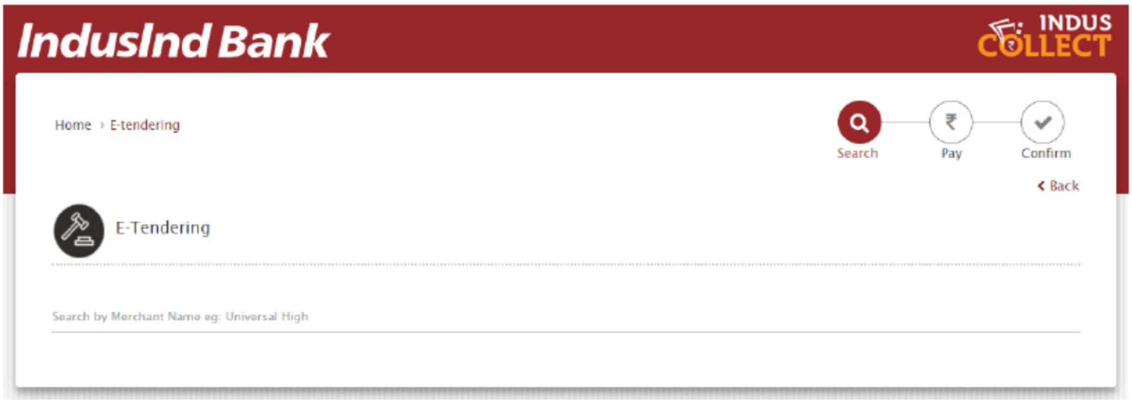
b. Click on MAKE PAYMENT

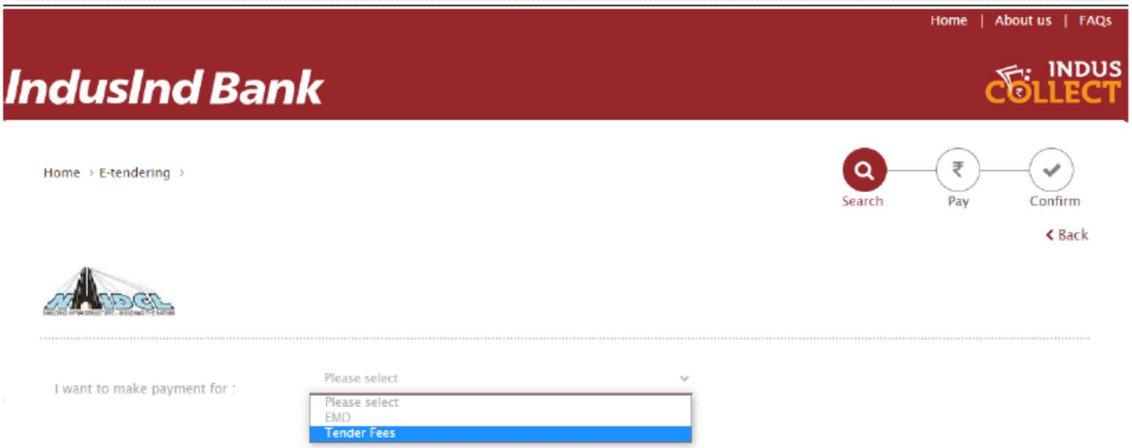


c. **Select Category**

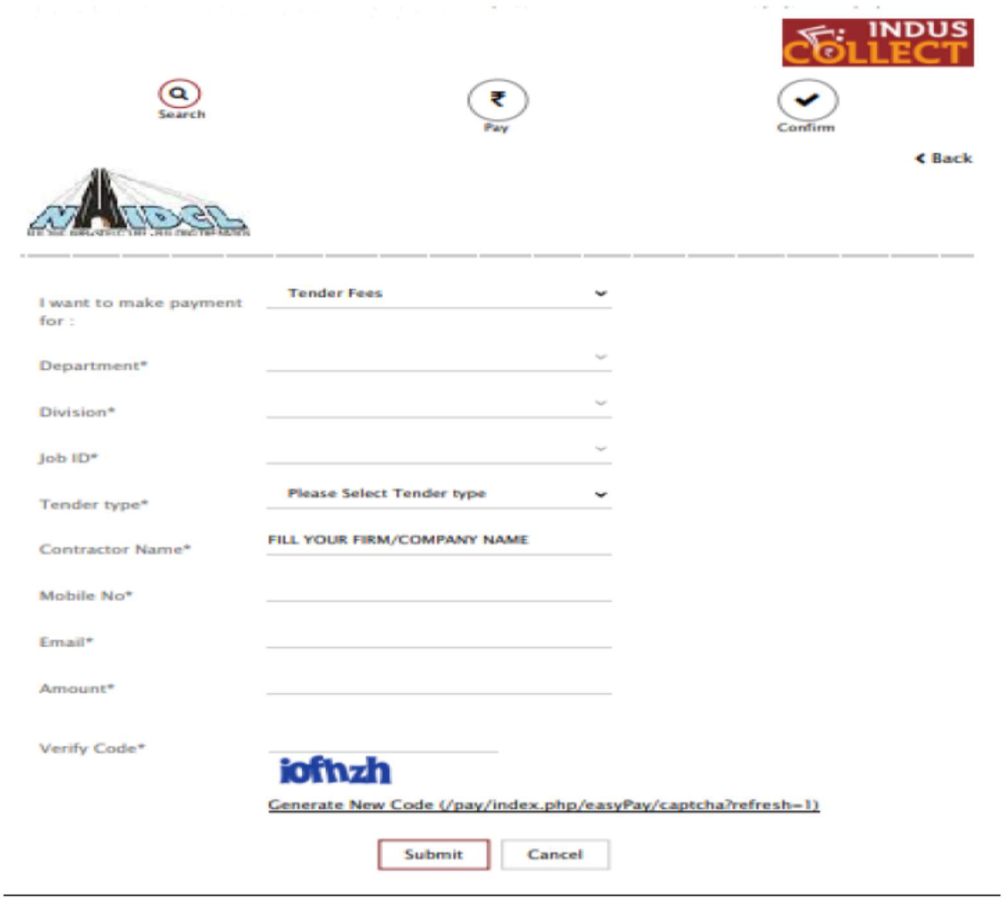


d. **Type NHIDCL and Select type of Payment:**

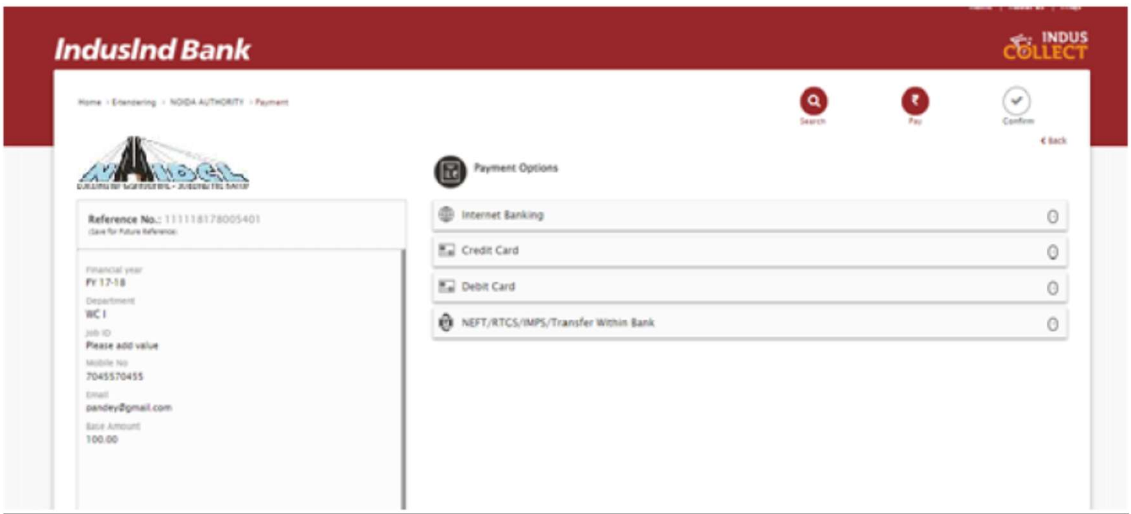




e. **Enter Data & Click Submit:**

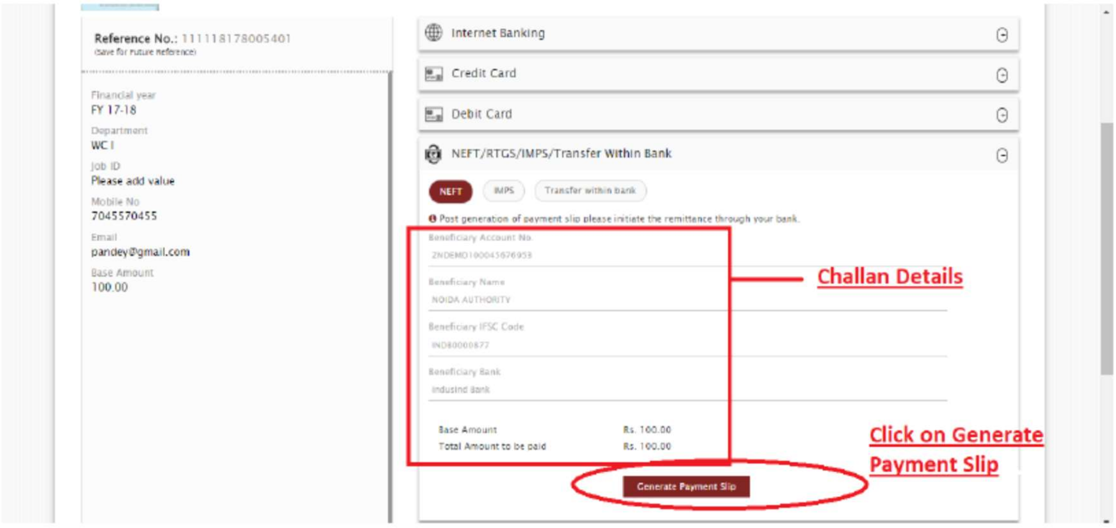


f. **Select the payment mode:**



g. **If user clicks "Internet Banking" or "Credit Card" or "Debit Card", then user will be redirected to Payment Gateway page.**

h. **If user selects NEFT or RTGS or IMPS or Transfer within Bank, then:**



i. User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code.

ii. User will then login to their own bank's Netbanking or mobile app.
iii. User will add beneficiary basis the details on Challan.
iv. User will then make the payment to beneficiary

(iv) For further details and step by step process regarding 'Mandatory E-BG, EMD and Tender Fee Deposit through Indus Collect', NHIDCL Office Order 516 dated 22nd March 2023 attached at the end of this RFP may be referred.

(v) For details on list of Banks providing e-BG, NHIDCL Circular no. NHIDCL/Finance/BG Matters/Fin-eBG/Fin-02/E-182855 dated 04.05.2023 attached at the end of this RFP may be referred.

(vi) For any further updates in this regards NHIDCL website may also be referred: https://nhidcl.com/current-tenders/

1.2.5 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.

1.2.6 BIDs will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "**BID Price**"). The total time allowed for completion of construction under the Agreement (the "**Construction Period**") and the period during which the Contractor shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "**Defect Liability Period**") shall be pre-determined, and are specified in the RFP/Draft Agreement forming part of the Bidding Documents.

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

1.2.7 Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 2.1.12 (b) (4) & Clause 3.3.1, the Authority shall annul the bidding process and invite fresh BIDs.

1.2.8 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.2.9 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in the Data Sheet with identification/ title: "Queries / Request for Additional Information: RFP for "**Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)"**

1.2.10 A bidder is required to submit, along with its technical BID, a self – certification that the items 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 location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as '**Non-Local Supplier**'.

In the above pretext, 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 prescribe for 'Class – I Local Supplier' under this RFP. The 'Local Content' requirement to categorise 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 RFP. The 'Local Content' requirement to categorise a supplier as 'Class – II Local Supplier' is minimum 20%.

(iii) '**Non – Local Supplier**' means a supplier or service provider, whose goods, service or works offered for procurement, has local content less than the prescribed for 'Class - II Local Supplier' under this RFP.

(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 custom 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 practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the Bidding Schedule given in Data Sheet.

SECTION-2
INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

2.1.1 No Bidder shall submit more than one BID for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.

2.1.2 An International Bidder bidding individually or as a member of a Joint Venture shall ensure that Power of Attorney and other translated document are apostille by appropriate authority and requirement of Indian Stamp Act is duly fulfilled.

2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement. Further, the statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

2.1.4 The BID shall be furnished in the format exactly as per Appendix-I i.e. Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. BID amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.5 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the BID to commit the Bidder.

2.1.6 In case the Bidder is a Joint Venture, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV. And joint bidding agreement in the format at Appendix-V

2.1.7 Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.

2.1.8 The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.

2.1.9 This RFP is not transferable.

2.1.10 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in clause 2.2.

2.1.11 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:

(a) Number of members in a Joint Venture shall not exceed 2 (Two);

(b) subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;

(c) Members of the Joint Venture shall nominate one member as the lead member (the "**Lead Member**"). Lead Member shall met at least 60% requirement of Bid Capacity, Technical and Financial Capacity, required as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Joint Venture. Other Member(s) shall meet at least 20% requirement of Bid Capacity, Technical and Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3 and the JV as a whole shall cumulatively/collectively fulfill the 100% requirement;

(d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;

(e) the Lead Member shall itself undertake and perform at least 51(fifty one) per cent of the total Contract Amount of the Project Highway,

(f) members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix V (the "**Jt. Bidding Agreement**"), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:

(i) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;

(ii) commit the approximate share of work to be undertaken by each member conforming to sub-clause 2.1.11 (e) mentioned above;

(iii) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the Defect Liability Period is achieved in accordance with the EPC Contract; and

(g) except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement.

(h) No Joint Venture up to Estimate Project Cost of ₹ 100 Crore (Hundred Crore). However, Joint Venture for any Estimated Project Cost is permissible in case of maintenance works to be taken up on EPC mode.

2.1.12 While bidding is open to persons from any country, the following provisions shall apply:

(a) Where, on the date of the Application, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in the L-1 Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India, then the eligibility and award of the project to such L-1 Bidder shall be subject to approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such time. The decision of the authority in this behalf shall be final and conclusive and binding on the Bidder.

(b) (1) Further, where the LoA of a project has been issued to an agency, not covered under the category mentioned above, and it subsequently wishes to transfer its share capital in favour of another entity who is a resident outside India or where a Bidder or its Member is controlled by persons resident outside India and thereby the equity capital of the transferee entity exceeds 50% or above, any such transfer of equity capital shall be with the prior approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such point in time.

(2) The holding or acquisition of equity control, as above shall include direct or indirect holding, acquisition, including by transfer of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

(3) The Bidder shall promptly inform the authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding process.

(4) In case the L-1 Applicant under (a) above is denied the security clearance, for whatsoever reasons, then the applicants emerging as L-2, L-3 eligible Bidders (in that order) may be given a counter-offer (one by one sequentially) to match the bid of L-1 applicant/preferred Bidder. In the event of acceptance of the counter-offer by another eligible Bidder, the project may be

awarded to such Bidder. In case no applicant matches the bid of the L-1 applicant, the bid process shall be annulled and fresh bids invited.

2.1.13 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 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 a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.1.14 The Bidder, including an individual or any of its Joint Venture Member, should not be a non-performing party on the bid submission date. The Bidder, including any Joint Venture Member, 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 project:

(i) Fails to set up institutional mechanism and procedure as per contract;

(ii) Fails to mobilize key construction equipment within a period of 4 months from the Appointed date;

(iii) Fails to complete or has missed any milestone and progress not commensurate with contiguous unencumbered project length/ROW available even after lapse of 6 months from respective project milestone/ Schedule Completion date, unless Extension of Time has been granted due to Authority's Default of Force Majeure;

(iv) Fails to achieve progress commensurate with funds released from Escrow Account (Equity + Debt+ Grant) in BOT or HAM project and variation is more than 25% in the last 365 days;

(v) Fails to achieve the target progress or complete the project as per schedule agreed at the time of sanctioning of funds under One Time Funds Infusion (OTFI) or relaxations to contract conditions to improve cash flow solely on account of Concessionaire's / Contractor's failure/default;

(vi) Fails to complete rectification (excluding minor rectifications) as per time given in non-conformity reports (NCR) in design/ completed works/ maintenance or reported in Inspection Report issued by Quality Inspectors deployed by the Authority or Officers of the Authority;

(vii) Fails to complete minor rectifications exceeding 3 instances in project as per time given in non-conformity reports (NCR) in design/ completed works/ maintenance;

(viii) Fails to fulfill its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this regard;

(ix) Damages/ penalties recommended by Independent/ Authority's Engineer during O&M Period and remedial works are still not taken up;

(x) Fails to complete Punch list items even after lapse of time for completion of such items excluding delays attributable to the Authority;

(xi) Occurrence of minor failure of structures/ Highway due to construction defect wherein no causalities are reported (causalities include injuries to human being/ animals);

(xii) Occurrence of major failure of structures/ highway due to construction defect wherein no casualties are reported (causalities include injuries to human being/ animals);

(xiii) Occurrence of major failure of structures/ highway due to construction defect leading to loss of human lives besides loss of reputation etc. of the authority;

(xiv) Fails to make premium payments excluding the current installment in one or more projects;

(xv) Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case);

(xvi) Fails to submit the Performance Security within the permissible time period in more than one project;

(xvii) Rated as an unsatisfactory performing entity/ non-performing entity by an independent third party agency and so notified on the website of the Authority;

(xviii) Failed to perform for the work 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 Bidder, including individual or any of its Joint Venture Member, as the case may be;

(xix) Expelled from the contract or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such bidder, including individual or any of its Joint Venture Member; Provided that any such decision of expulsion or termination of contract leading to debarring of the Bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party;

(xx) Fails to start the works or cause delay in maintenance & repair/ overlay of the project.

**Note: Sub- clauses (i) to (xx) under this Clause would be applicable only when the Contractor attracts these defaults on the bid submission date. The day the Contractor cures the said defaults and becomes compliant, he would be eligible to participate in bids received after such date.*

The Bidder, including individual or each member of Joint Venture, 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/BRO) and the status of above issues in each project as on the bid submission date and undertake that they do not attract any of the above categories (Ref. Sr. No.6, Annex-I of Appendix – IA).

The Bidder including individual or any of its Joint Venture Member may provide

(i) details of all their on-going projects along with updated stage of litigation, if so, against the Authority / Governments;

(ii) details of updated on-going process of blacklisting if so, under any contract with Authority / Government; and

(iii) details of all their on-going projects in the format at Annexure-VIII of Appendix IA (Ref Clause 10.3 (iv) of Draft EPC Agreement).

The Authority reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under this clause 2.1.14. The decision of the Authority in this case shall be final.

2.1.15 All orders of Ministry of Finance/DPIIT/any other government agencies, as applicable and prevalent on the date of LoA, shall be applicable.

2.1.16 Entities of countries which have been identified by Ministry of Road Transport & Highways as not allowing Indian companies to participate in their Government procurement for any item related to Ministry of Road Transport & Highways shall not be allowed to participate in Government procurement in India for all items related to Ministry of Road Transport & Highways, except for the list of items published by the Ministry of Road Transport & Highways permitting their participation.

2.1.17 Upon declaration of non-performer/debarred, the Contractor/Concessionaire will not be able to participate in any bid for National Highways projects with MoRTH or its executing agencies till such time the debarment persists or the contractor/Concessionaire is removed from the list of Non-performer. In bidding for a particular project, bids from only such firms should be considered for placement of Contract, which are neither debarred on the date of opening tender nor debarred on the date of issue of Letter of Acceptance (LoA). Contracts concluded before the issue of the debarment/declaration as non-performer order shall not be affected by the debarment order(s) issued subsequently.

2.1.18 In case any debarred/declared non-performer firms submits the bid, 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.

2.1.19 Debarment/declaration as non-performer of a particular firm shall automatically extend to all its allied firms. In case a joint Venture/consortium is debarred, all partners/members shall stand debarred for the entire period.

2.2. Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply:

(a) The Bidder may be a single entity or a group of entities (the **"Joint Venture"**), coming together to implement the Project. The term Bidder used herein would apply to both a single entity and a Joint Venture. However, in case the estimated cost of the project for which bid is invited is upto ₹ 100 Crore, then Joint Venture shall not be allowed.

(b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.1.11 above.

(c) A Bidder shall not have a conflict of interest **("Conflict of Interest")** that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (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 a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent)of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) 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 Bidder is also a constituent of another Bidder; or

(iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or

(iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

(v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, 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 Bidder, or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(d) For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply:

(i) Any Bidder from aa country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA.

(ii) **"Bidder from a country which shares a land border with India"** means:
(a) An entity incorporated, established or registered in such a country; or
(b) A subsidiary of an entity incorporated, established or registered in such country; or
(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
(d) An entity whose beneficial owner is situated in such a country; or
(e) An Indian (or other) agent of such an entity, or
(f) A natural person who is a citizen of such a country; or
(g) A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(iii) **Beneficial owner for the purpose of (ii) above means:**

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

<u>*Explanation:*</u>

(a) "Controlling ownership Interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.

(b) "Control" shall include the right to appoint majority of directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(iv) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(v) The Selected Bidder shall not be allowed to sub- contract works to any other contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.2.1 (d) (ii) above.

<u>**Certificate regarding Compliance:**</u>

A certificate on the letterhead of the Bidder shall be required to be submitted by the bidders certifying the following:

> "I have read the clause regarding restrictions on the procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F. No. 6/18/2019-PPD dated 23rd July 2020. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered."

It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

Validity of Registration:

In respect of RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids and at the time of acceptance, registration shall not be a relevant consideration during contract execution.

2.2.2 Qualification requirements of Bidders:

2.2.2.1 BID Capacity

Bidders who *inter alia* meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID 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-IA:

Assessed Available BID capacity = (A*N*2.5 – B + C), where

N= Number of years prescribed for completion of work for which Bid is invited.

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- 3 below) taking into account the completed as well as works in progress. The **EPC projects** include turnkey project/ Item rate contract/ Construction works.

B= Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which the bidder has emerged as the winner of the bids or on-going works to be completed during the period of completion of works for which the BID is invited. For the sake of clarification, it is mentioned that works for which bidder has emerged as 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 the value of B.

C= The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3 below).

Note:

1. The Statement showing the value of all existing commitments, works for which the contractor has emerged as the winner of the bid as given by bidder 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 amount of bonus received, if any, in EPC Projects 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.

3. The factor for the year for updation to the price level is indicated as under:

Year	Year-1 2022-23	Year-2 2021-22	Year-3 2020-21	Year-4 2019-20	Year-5 2018-19
Updation Factor	1.00	1.05	1.10	1.15	1.20

4. The Bid Capacity status of the bidder to be updated as on the day before opening the financial bids.

2.2.2.2 Technical Capacity

(i) For demonstrating technical capacity and experience (the **"Technical Capacity"**), the Bidder shall, over the past [5 (five)] financial years preceding the Bid 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 2.2.2.5 (i) & (ii), is more than ₹ 155.23 Crore (Rupees One Hundred Fifty Five Crore Twenty Three Lakh) (the **"Threshold Technical Capacity"**) given in the Data Sheet.

(ii) For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels):

Provided that at least one similar work of 20% of Estimated Project Cost [₹ 31.05 Crore (Rupees Thirty One Crore Five Lakh] shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the estimated project cost. Eligible projects shall include the following:

(a) Widening/ reconstruction/up-gradation works on NH/SH/Expressway or on any category of road taken up under CRF, ISC/EI, SARDP, LWE

(b) Widening/reconstruction/up-gradation on MDRs with loan assistance from multilateral agencies or on BOT basis.

(c) Widening/reconstruction/up-gradation work of roads in Municipal Corporation limits, construction of Bypasses

(d) Construction of stand-alone bridges, ROBs, tunnels

(e) Construction/reconstruction of linear projects like airport runways, railways (construction/re-construction of railway tracks, yards for keeping containers etc) metro rail and ports (including construction/re-construction of Jetties).

If any **Major** Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the bidder shall necessarily demonstrate additional experience in construction of Bridge/ROBs/Flyovers/Tunnel in the last **10 (Ten)** years preceding the Bid Due Date (works completed as on bid due date shall also be considered for this clause) i.e. shall have completed atleast one similar Major Bridge/ROB/Flyover/Tunnel having span equal to or greater than :

(a) **In case, longest span of bridge/ROB/flyover is less than or equal to 60m, no additional qualification is required.**
(b) **When longest span is more than 60 m, 50% of the longest span or 100 m, whichever is less, of the structure proposed in this project.**

(iii) For Stand-alone specialized projects: Deleted

(iv) The updation factor to update the price of the eligible projects for the year indicated in table below:

Year	Year-1 2022-23	Year-2 2021-22	Year-3 2020-21	Year-4 2019-20	Year-5 2018-19
Up-dation factor	1.00	1.05	1.10	1.15	1.20

<u>Note:</u> To satisfy the qualification requirement under clause 2.2.2.2 (ii) & (iii), the bidder is required to submit a certificate from project owning department/corporations signed by Officer not below the level of Executive Engineer or equivalent.

2.2.2.3 **Financial Capacity**:

(i) The Bidder shall have a minimum Net Worth (the **"Financial Capacity"**) of [₹ 7.76 Crore (Rupees Seven Crore Seventy Six Lakh) 5% (five percent) of the Estimated Project Cost at the close of the preceding financial year.

(ii) The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of [₹ 23.29 Crore (Rupees Twenty Three Crore Twenty Nine Lakh) 15% (Fifteen percent) of the Estimated Project Cost for the last 5 (five) financial years.

Year	Year-1 2022-23	Year-2 2021-22	Year-3 2020-21	Year-4 2019-20	Year-5 2018-19
Updation factor	1.00	1.05	1.10	1.15	1.20

Note: The Statutory Auditor (SA) shall upload the information on UDIN portal and attach a copy of the certificate downloaded from the portal indicating net worth and turn over for each of the last five years.

2.2.2.4 In case of a Joint Venture:

(i) The Bid Capacity, Technical Capacity and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 60% requirement of Bid Capacity, Technical and Financial Capacity as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3 and each of other JV members shall meet at least 20% requirement of Bid Capacity, Technical and Financial Capacity individually as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3. For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria i.e. JV shall cumulatively/collectively fulfill the 100% requirement.

(ii) For requirement of 2.2.2.2 (ii) and (iii), one similar work of 20% of Estimated Project Cost should have been completed from the Eligible Projects in Category 1and/or Category 3 specified in Clause 2.2.2.5 individually by any of the JV members as a single work.

2.2.2.5 Categories and factors for evaluation of Technical Capacity:

(i) Subject to the provisions of Clause 2.2.2 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 2.2.2.6 (i) & (ii) (the **"Eligible Projects"**). In case the Bidder has experience across different categories, the experience for each category would be computed as per weight of following factors to arrive at its aggregated Eligible Experience:

Category	Project / Construction experience on Eligible Projects	Factors
1	Project in highways sector that qualify under Clause 2.2.2.6 (i)	1
2	Project in core sector that qualify under Clause 2.2.2.6 (i)	0.75
3	Construction in highways sector that qualify under Clause 2.2.2.6 (ii)	1
4	Construction in core sector that qualify under Clause 2.2.2.6 (ii)	0.75

(ii) The Technical capacity 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.

(iii) For the purpose of this RFP:

(a) highways sector would be deemed to include highways, expressways, bridges, tunnels, runways, railways (construction/re-construction of railway tracks, yards for keeping containers etc.) metro rail and ports (including construction/reconstruction cost of Jetties, any other linear infrastructure including bridges etc.); and

(b) core sector would be deemed to include civil construction cost of power sector, commercial setups (SEZs etc.), airports, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage, stadium, hospitals, hotel, smart city, warehouses/Silos, oil and gas and real estate development. **Core sector will also include the projects with the title of RIDF, PMGSY road, link roads, city roads, rural roads, sector/municipality road, real estate projects which demonstrate road development/ construction bridges or culverts**

(iv) In case of projects executed by applicant under category 3 and 4 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 2.2.2.2. In case Statutory Auditor certifies that, the work of other member(s) is also executed by the applicant, then the total share executed by applicant can be considered for determining eligibility as per provision under clause 2.2.2.2.

(v) 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, fabrication work, 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. However, such maintenance works shall be considered as eligible projects in case of Maintenance works to be taken up on EPC mode.

(vi) The works such as Improvement in Riding Quality work (IRQP/IRQ), shall be considered for Technical Capacity [2.2.2.2 (i)] under Category 4 but not for single completed works [2.2.2.2 (ii)]. However, such work shall be considered for single completed works [2.2.2.2 (ii) Category 3] in case of Maintenance works to be taken up on EPC mode.

(vii) 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.

2.2.2.6 Eligible Experience on Eligible Projects in respect of each category:

(i) For a project to qualify as an Eligible Project under Categories 1 and 2:

(a) It should have been undertaken as a 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. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;

(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 5 (five) financial years preceding the Bid 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.

(ii) For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of or work executed amount less than 5% of the Estimated Project Cost [₹ 7.76 Crore (Rupees Seven Crore Seventy Six Lakh] 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 and also cost towards pre- construction activities (like shifting of utilities etc.) shall not be included hereunder.

(iii) The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Joint Venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

(iv) Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture. In other words, no double counting by a Joint Venture in respect of the same experience shall be permitted in any manner whatsoever.

2.2.2.7 Submission in support of Technical Capacity

(i) The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.

(ii) The Bidder must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.

(iii) The Bidder 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-IA.

2.2.2.8 Submission in support of Financial capacity

(i) The Technical Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Joint Venture) for the last 5 (five) financial years, preceding the year in which the bid is submitted.

(ii) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

(iii) The Bidder must establish the minimum Net Worth specified in Clause 2.2.2.3, and provide details as per format at Annex-III of Appendix-IA**.**

2.2.2.9 The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, 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 5 years, in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Bidder (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 Bidder, 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 Clause2.2.2.9 (ii). For the purposes of this RFP, 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.

2.2.2.10 Deleted.

[$]Note : 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 2.2.2.9 (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 RFP.

2.3 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.3 shall also apply *mutatis mutandis* to BIDs and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any BID, document or any information provided along therewith.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their BIDs and their participation in the Bidding 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

2.5.1 Bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water & 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. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting a BID, the Bidder has:

(a) made a complete and careful examination of the Bidding Documents, Schedules annexed to EPC agreement Document;

(b) received all relevant information requested from the Authority;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 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 2.5.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

(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 2.5.1 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, or a ground for termination of the Agreement by the Contractor;

(f) acknowledged that it does not have a Conflict of Interest; and

(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 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 RFP, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder 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 Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any BID and appropriate the Bid Security, if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the BID.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected. 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 invites fresh BIDs.

2.6.3 In case, it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled forfeit and appropriate the BID Security or Performance Security, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise.

2.6.4. A Bidder shall be liable for disqualification, forfeiture of BID Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of BID Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. 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.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Part –I
Invitation for BIDs

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of BIDs
Section 4. Fraud and Corrupt Practices
Section 5. Pre-BID Conference
Section 6. Miscellaneous
Section 7 Data Sheet

Appendices

IA. Letter comprising the Technical BID including Annexure I to IX
IB. Letter comprising the Financial BID
II. Form of e-Bank Guarantee for BID Security
IIA Form of Insurance Surety Bond for Bid Security
III. Power of Attorney for signing of BID

IV. Power of Attorney for Lead Member of Joint Venture
V. Joint Bidding Agreement for Joint Venture
VI. Integrity Pact Format
VII. Form of Bank Guarantee (For Performance Security)
VIIA Form of Insurance Surety Bond (For Performance Security)
VIII. Format of LOA
IX. Format of BOQ
X. Format of Certificate of Net worth by Statutory Auditor.
XI. Format of Certificate of Turn Over by Statutory Auditor.
XII. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

Part –II
Agreement Document with schedules

Part – III
[Feasibility Report / Detailed Project Report provided by the authority]

2.7.2 The draft Agreement and the Feasibility / Detailed Project Report provided by the Authority as part of the BID Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in the Data Sheet. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the BID Due Date. All the queries and their responses will be will be hosted on the GoI e-Tendering Portal (https://eprocure.gov.in/cppp) and NHIDCL portal without identifying the source of queries.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. 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.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the BID Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be hosted on the official website www.nhidcl.com and on the GoI e-Tendering Portal (https://eprocure.gov.in/eprocure/app).

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the BID Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of BID

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those BIDs that are received online in the required formats complete in all respects and Bid Security, Copy of online receipt towards payment of cost of Bid document, POA and Joint Bidding Agreement etc. are received in hard copies.

2.10.2 The BID shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialed by the person(s) signing the BID.

2.11 Documents comprising Technical and Financial BID

2.11.1 The Bidder shall first upload all the project details, net worth details, turnover details, bridge and tunnel details and all other details required in this RFP for technical qualification. The Bidder shall ensure that all the details are updated as on the due date of submission of this bid.

The Bidder shall then apply for the RFP on the CPPP website (https://eprocure.gov.in/eprocure/app) by submitting the documents mentioned below along with the supporting documents which shall comprise of the Technical BID on the CPPP portal:

Technical Bid

(a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I-VI and supporting certificates / documents.
(b) Power of Attorney for signing the BID as per the format at Appendix-III;
(c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
(d) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-V;
(e) Deleted
(f) BID Security of **₹ 1,55,23,000/-** (Rupees One Crore Fifty Five Lakh Twenty Three Thousand Only) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory & Development Authority of India in the format at Appendix-IIA), Account Payee Demand Draft, Banker's Cheque or e-Bank Guarantee (in the format at Appendix-II

from a Scheduled Bank) or may be deposited through online facility provided by the IndusInd Bank;

(g) Copy of Online receipt towards payment of cost of BID/RFP document of required amount as mentioned in the Datasheet;

(h) Deleted;

(i) Bidder shall comply with the provisions of Office Memorandum No. RW/NH37010/4/2010/PIC-EAP(Printing) dated 22.02.2016 and its subsequent amendments if any, issued by MoRT&H (Appendix-VI) regarding Integrity Pact (IP) and the Integrity Pact (IP) duly signed by Authorised signatory shall be submitted by the Bidder with the RFP Bid & shall be part of the Contract Agreement;

(j) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by NHIDCL and amendments uploaded, if any; and

(k) Annexure-VIII of Appendix – IA showing details of all ongoing project works (Ref. Clause 10.3 (iv) of Document for EPC Agreement).

(l) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed.

(m) Copies of duly audited complete annual accounts of the Bidder or of each member (in case of Joint Venture) for preceding 5 years.

(n) Copy of originals of experience certificate apostille at foreign origin, if any

(o) Certificate regarding compliance with restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-XII shall be submitted by the Bidder with the RFP bid duly signed by Authorized signatory & shall be part of the Contract Agreement.

<u>Financial Bid</u>

(n) Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through e-procurement portal **[https://eprocure.gov.in/eprocure/app]** on or before the deadline given in Data Sheet.

<u>Self-Certification</u>

(p) Self – certification by the bidder that its Bid 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 location(s) at which the local value addition is made. In case, bidder do not submit the aforesaid Certification, the bidder will be summarily be treated as '**Non-Local Supplier**'.

In case of procurement value is in excess of Rs. 10 Crores, the '**Class – I Local Supplier**' / '**Class – II Local Supplier**' shall have to 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 upon construction of the project.

2.11.2 The Bidder shall submit the following documents online through CPPP as well as physically by date and time given in Data Sheet:

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

(b) if applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;

(c) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-V;

(d) BID Security of **₹ 1,55,23,000/-** (Rupees One Crore Fifty Five Lakh Twenty Three Thousand Only) in the form of Insurance Surety Bond (in the format at Appendix-IIA issued by Insurance Company authorized by Insurance Regulatory & Development Authority of India), Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (in the format at Appendix-II from a Scheduled Bank) or through the online facility provided by the IndusInd Bank.

(e) Copy of online receipt towards payment of cost of Bid/RFP document of required amount mentioned in the Datasheet;

(f) Deleted;

(g) Bidder shall comply with the provisions of Office Memorandum No. RW/NH- 37010/4/2010/PIC-EAP(Printing) dated 22.02.2016 and its subsequent amendments if any issued by MoRT&H (Appendix-VI) regarding Integrity Pact (IP) and the Original Integrity Pact (IP) duly signed by Authorised signatory shall be submitted by the Bidder with the RFP Bid & shall be part of the Contract Agreement; and

(h) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by NHIDCL and Addenda uploaded, if any;

(i) Copy of originals of experience certificate apostille at foreign origin, if any

(j) Certificate regarding compliance with restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-XII shall be submitted by the Bidder with the RFP bid duly signed by Authorized signatory & shall be part of the Contract Agreement.

While submitting bid security and performance security via account payee demand draft or banker's cheque, it is to be ensured by the bidder that Account Payee demand draft or Banker's cheque are submitted physically within 5 working days of the Bid Due Date (upto 15:00 hrs IST) to the address given in the Data Sheet placed in a sealed envelope and bearing the identification "Name of the Project". Else the bid submitted will be rejected.

2.11.3 The documents listed at clause 2.11.2 shall be submitted online on GoI e-tendering portal (https://eprocure.gov.in/cppp) and physically on or before Schedule time given in Data Sheet by placing the requisite documents in an envelope, which shall be sealed. The envelope shall clearly bear the identification **"Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)"** and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right-hand top corner of the envelope.

2.11.4 The envelope shall be addressed to the officer designated whose Name and Address is given in the Data Sheet.

2.11.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

2.11.6 BIDs submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.12 BID Due Date

BID comprising of the documents listed at clause 2.11.1of the RFP shall be submitted online through e-procurement CPPP website https://eprocure.gov.in/eprocure/app on or before the deadline given in the Data Sheet. Documents listed at clause 2.11.2 of the RFP shall also be physically submitted on or before the deadline given in the Data Sheet in the address provided in the Data Sheet in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at the data Sheet.

2.13 Late BIDs

E-procurement portal CPPP website https://eprocure.gov.in/eprocure/app shall not allow submission of any Bid after the prescribed date and time given in the Data Sheet. Physical receipt of documents listed at clause 2.11.2 of the RFP after the prescribed date and time given in the Data Sheet shall not be considered and the bid shall be summarily rejected.

2.14 Procedure for e-tendering

2.14.1 Accessing/ Purchasing of BID documents

2.14.1.1It is mandatory for all the Bidders 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 (Bidders 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 RFP or person executing/delegating such Appendix III in favour of Authorized Signatory. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC. In other cases, the bid shall be considered Non-responsive.

2.14.1.2 To participate in the bidding, it is mandatory for the Bidders to get registered their firm/ Joint Venture with e-procurement portal https:// eprocure.gov.in/eprocure/app to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

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

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

It is also mandatory for the Bidders to get their firms registered with e-tendering portal. The Bidders shall update their project and other details on the portal on a regular basis and apply to the tenders via the portal.

2.14.1.3 If the firm / Joint Venture is already registered with e-tendering service provider, and validity of registration is not expired, then the firm / Joint Venture is not required a fresh registration.

2.14.1.4 The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal https:// eprocure.gov.in/eprocure/app from 03.01.2024 to 16.02.2024 upto 15:00 hrs IST also mentioned in the data Sheet.

2.14.1.5 Deleted

2.14.2 Preparation & Submission of BIDs:

2.14.2.1 The Bidder may submit his Bid online following the instructions appearing on the screen. The detailed guidelines for e-procurement is also available on e-procurement portal.

2.14.2.2 The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or RAR format such that file size is not more than 30 MB) and uploaded during the on-line submission of BID.

2.14.2.3 Bid must be submitted online only through e-procurement portal https:// eprocure.gov.in/eprocure/app using the digital signature of authorised representative of the Bidder on or before the deadline given in the Data Sheet.

2.14.3 Modifications/ Substitution/ withdrawal of BIDs

2.14.3.1 The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.

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

2.15 **Online Opening of BIDs.**

2.15.1 Opening of BIDs will be done through online process.

2.15.2 The NHIDCL shall on-line open Technical BIDs on date and time given in Data Sheet, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those Bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received. The NHIDCL will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.

2.16 Rejection of BIDs

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.

2.17 Validity of BIDs

The BIDs shall be valid for a period of not less than 120 (one hundred and twenty) days from the BID Due Date. The validity of BIDs may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders 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 the BID, 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 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID. However, the Authority would display the result of technical evaluation on the web portal for 7 days including reasons for non- responsiveness, if any, and the financial bid will be opened thereafter.

D. BID SECURITY

2.20 BID Security:

2.20.1 The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 herein above in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix-IIA), Account Payee Demand Draft, Banker's Cheque or e-Bank Guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a 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 Insurance Surety Bond shall be verified from the specified portal created for this purpose. The e-Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL Bank. In case the e-Bank Guarantee is issued by a Foreign Bank outside India, confirmation of the same by any nationalized bank of India is required. For the avoidance of doubt, Scheduled Bank mean a bank as defined under section 2(e) of the Reserved Bank of India Act, 1934. A scanned copy of the Account Payee Demand Draft, Banker's Cheque or e-Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender. Bidders shall also have the facility to deposit the bid security into the bank account of NHIDCL through online facility provided by the IndusInd Bank as deliberated under Clause 1.2.4. For further details and step by step process regarding 'Mandatory e-BG, EMD and Tender Fee Deposit through Indus Collect', NHIDCL Office Order 516 dated 22nd March 2023 attached at the end of this RFP may be referred. For details on list of Banks providing e-BG, NHIDCL Circular no. NHIDCL/Finance/BG Matters/Fin-eBG/Fin-02/E-182855 dated 04.05.2023 attached at the end of this RFP may be referred.

2.20.2 Any BID not accompanied by the BID security shall be summarily rejected by the Authority as non-responsive.

2.20.3 The Selected Bidder's BID Security will be returned, without any interest, upon the Bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.

2.20.4 The Authority shall be entitled to forfeit and appropriate the BID Security as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind for BID Security shall be given to any Bidder.

2.20.5 The BID Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:

a) Deleted
b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
c) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
d) In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority-
   i. to sign and return the duplicate copy of LOA;
   ii. to furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21;or
   iii. to sign the Agreement;

2.21 Performance Security

2.21.1 (a) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Appendix-VIIA, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional guarantee e-Bank Guarantee from a Bank, in the form set forth at Appendix-VII (the "**Performance Security")** for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix-VIIA, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional guarantee Electronic Bank Guarantee from a bank in the same form given at Appendix-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:

(i) If the Bid Price offered by the Selected Bidder is lower than 20% of the estimated project cost/cost put to tender, the Additional Performance Security shall be calculated @ 20% of the difference in the (a) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (b) the Bid Price offered by the selected Bidder.

(ii) Maximum limit of additional performance security shall be limited to 3% of the Bid Price offered by the selected Bidder.

(iii)The "Additional Performance Security" shall be treated as part of performance security.

2.21.2 The Performance Security shall be valid until 60(sixty) days after the Defects Liability Period. The Additional Performance Security shall be valid until 28 (Twenty Eight) days after Project Completion Date.

2.21.3 The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 30 (thirty) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of the agreement.

2.21.4 In the event the Selected Bidder fails to provide the remaining Performance Security and Additional Performance Security, if any, as prescribed herein, it may seek extension of time for a further period upto 60 days by paying the Damages upfront along with the request letter seeking the extension. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected Bidder for each day until the Performance Security and Additional Performance Security, if any, is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security and the Additional Performance Security is provided.

2.21.5 For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within the additional 60 days' time period, the award shall be deemed to be cancelled/ withdrawn. The Bid Security shall be encashed and proceeds thereof appropriate by the Authority Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority.

2.22 The agreement will be executed within 10 days of receipt of 50% Performance Security and 50% of Additional Performance Security, if any, as per sub-clause 2.21 above.

SECTION-3

EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Evaluation of Technical Bids

3.1.1 The Authority shall open the BIDs received at date, time & place given in Data Sheet, at the place specified in Clause 2.11.4 (i); and in the presence of the Bidders who choose to attend. Technical BID of only those Bidders shall be considered for evaluation whose documents listed at clause 2.11.2 of the RFP have been received physically within the timeline specified in the data sheet. The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.

3.1.2 Technical Bids of those Bidders who have not submitted their Bid online, shall not be considered for opening and evaluation.

3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.

3.1.4 To facilitate evaluation of Technical BIDs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. 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. The bids will be examined and evaluated in accordance with the provisions set out in this Section 3. The Authority will subsequently flag issues, if any with the data updated by the Bidders.

3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.1.6 Tests of responsiveness

3.1.6.1 As a first step towards evaluation of Technical BIDs, the Authority shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:

(a) Technical BID is received online as per the format at Appendix-IA including Annexure I, IV, V and VI (Bid Capacity format);
(b) Documents listed at clause 2.11.2 are received physically;
(c) Technical Bid is accompanied by the BID Security as specified in Clause 1.2.4 and 2.20;

(d) The Power of Attorney is uploaded on e-procurement portal as specified in Clauses 2.1.5;

(e) Technical Bid is accompanied by Power of Attorney for Lead Member of Joint Venture and the Joint Bidding Agreement as specified in Clause 2.1.6, if so required;

(f) Technical Bid contains all the information (complete in all respects);

(g) Technical Bid does not contain any condition or qualification; and

(h) Copy of online receipt towards payment of cost of Bid document/RFP of required amount (as mentioned in Datasheet) is received.

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

3.1.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.

3.1.8 The Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.

3.1.9 After evaluation of Technical Bids, the Authority will publish a list of Technically Responsive Bidders whose financial bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

3.2 Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal and e-mail. The Authority shall open the online Financial Bids of the technically responsive Bidders only on scheduled date and time in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Bid Prices quoted by the technically responsive Bidder. Thereafter, the Authority shall prepare a record of opening of Financial Bids.

3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6, the bidder shall be declared as the selected Bidder (the "**Selected Bidder**") in pursuance to the procedure defined hereunder:

(i) Among all the responsive bidder, the lowest bidder will be termed as L1. If L1 is 'Class – I Local Supplier', the contract will be awarded to L1.

(ii) If L1 is not 'Class – I Local Supplier', the lowest bidder among the 'Class – I Local Supplier', will be invited to match L1 price subject to Class – I Local Supplier's quoted price falling within the margin of purchase preference, and the contract will be awarded to such 'Class – I Local supplier' subject to matching the L1 price.

(iii) In case such lowest eligible 'Class-I Local Supplier' fails to match the L1 price, the 'Class-I Local Supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class – I Local Supplier' within the margin purchase preference matches the L1 price, the contract shall be awarded to L1 bidder.

'**Margin of Purchase Preference**' means the maximum extent to which the price quoted by a 'Class – I Local Supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be **20%**.

3.3.2 In the event that two or more Bidders quote the same BID Price (the "**Tie BIDs**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.3 In the event that the Lowest Bidder is not selected for any reason except the reason mentioned in Clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh BIDs. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

3.3.4 After selection, a Letter of Acceptance (the "**LOA**") shall be issued in the format set forth in Appendix-VIII, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

3.3.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security and Additional Performance Security (if any) within the period prescribed/extended by Authority and then execute the Agreement within the period prescribed given in Data Sheet. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.3.6 Authority shall return Bid Security of all bidders except L-1 and L -2 within 7 working days from opening of financial Bid subject to provision of Clause 2.1.12 (4). The bid security of L-2 bidder shall be returned within 7 working days of issue of LOA. The Authority shall be responsible to return the Bid Security, as above, and the bidders shall not be required to ask for the same.

3.4 Contacts during BID Evaluation

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the

Bidders. While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the BIDs under consideration.

3.5 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.6 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

SECTION-4
FRAUD AND CORRUPT PRACTICES

4.1 The Bidders 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 a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit & appropriate the Bid Security or Performance Security, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

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 a 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 Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 1 (one) year from the date such 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 practices, as the case may be.

4.3 For the purposes of this Section 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; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION-5
PRE-BID CONFERENCE

5.1 Pre-BID conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference(s), the Bidders 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 Bidder in order to receive clarification or further information;

(c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder 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, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

SECTION-7

DATASHEET

(As Mentioned in RFP)

1 Bidding Schedule (Refer Clauses 1.1.5, 1.3, 2.11.4(i), 2.12, 2.13, 2.14.2.3, 2.15.2 & 3.1.1)

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	[03.01.2024]
2.	Last date for receiving queries	[29.01.2024] before 15.00 hrs]
3.	Pre-BID meeting at venue 2.11.4 (i)	[29.01.2024] at 15.00 hrs]
4.	Authority response to queries latest by	[03.02.2024]
5.	Last date of Request for BID Document	[16.02.2024 upto 15.00 hrs]
6	BID Due Date	[16.02.2024 upto 15.00 hrs]
7.	Physical Submission of Bid Security/POA etc.	[20.02.2024 upto 15.00 hrs]
8.	Opening of Technical BIDs at venue 2.11.4 (i)	[19.02.2024 after 16.00 hrs]
9.	Declaration of eligible / qualified Bidders	The dates will be hosted on the GOI e-tendering Portal http://eprocure.gov.in/cppp) and NHIDCL portal
10.	Opening of Financial BID	
11.	Letter of Acceptance (LOA)	[To be intimated later]
12.	Return of signed duplicate copy of LOA	[To be intimated later]
13.	Validity of BID	[120 days from BID Due Date]
14.	Submission of Performance Security(PS) and Additional Performance Security (APS), if any	Within 30 days of receipt of LOA. (The bidder has the option to provide 50% of PS and APS, if any within 30 days of receipt of LOA and the remaining PS and APS, if any to be provided within 30 days of signing of agreement).
15.	Signing of Agreement	Within 10 days from the receipt of 50% of Performance Security and 50% of Additional Performance Security, if any

2. Cost of BID/RFP document (inclusive of GST @ 18%) (Refer Clauses No. 1.2.4) : **₹ 23,600/-**

3. Officer Designated (Refer Clauses No. 1.2.9 & 2.11.4):

Name : Rajpal Singh
Designation : Dy. General Manager (Tech)
Address : 3rd floor, PTI Building,
4-Parliament Street, New Delhi.

Phone : +91-11-23461698
E-mail : rajpal.singh1962@nhidcl.com, dgmmanipur@gmail.com

4 Threshold Technical Capacity (Refer Clause 2.2.2.2(i)) : **₹ 155.23 Crore**

5	Data/Details for similar work (Technical Capacity) (Refer Clause No. 2.2.2.2 (ii) & (iii)	**:**	**₹ 31.05 Crore**
5.1	Definition	**:**	Clause No. 2.2.2.2 (ii) & (iii)
a.	Estimated Project Cost (Excl. GST)	**:**	**₹ 155.23 Crore**
b.	Tunnel/Major Bridge (if any)	**:**	**No**
(i)	Cross-sectional Area of proposed Tunnel (in case of Tunnel)	:	______--______ m^2
(ii)	Length of Tunnel to be constructed	:	______--______ m
(iii)	Longest Span of Major Bridge/ ROB /Flyover to be constructed	:	______--______ m

<table>
<tr><td>6</td><td>Performance Security (Refer Clause No. 2.21.1)</td><td>:</td><td>Equal to 3% (Three percent) of its Bid Price.</td></tr>
<tr><td>7.</td><td>Financial Years</td><td>:</td><td>
<table>
<tr><td>Sr. No</td><td>Year No.</td><td>Up-dation factor</td><td>Financial Year</td></tr>
<tr><td>1</td><td>Year 1</td><td>1.00</td><td>FY 2022-23</td></tr>
<tr><td>2</td><td>Year 2</td><td>1.05</td><td>FY 2021-22</td></tr>
<tr><td>3</td><td>Year 3</td><td>1.10</td><td>FY 2020-21</td></tr>
<tr><td>4</td><td>Year 4</td><td>1.15</td><td>FY 2019-20</td></tr>
<tr><td>5</td><td>Year 5</td><td>1.20</td><td>FY 2018-19</td></tr>
<tr><td colspan="4">Note: In case of more no. of years the upgradation factor will increase by 5%.</td></tr>
</table>
</td></tr>
<tr><td>8.</td><td>Bid Security</td><td></td><td>₹ 1,55,23,000/-
(Rupees One Crore Fifty Five Lakh Twenty Three Thousand Only)</td></tr>
</table>

Guidance Note

Note 1 : The cost of Bid/RFP document may be determined at the rate of Rs. 10,000 for every Rs. 100 crore or part thereof comprising the Estimated Project Cost. Thus, the cost of an RFP document for a project of Rs. 107.34 crore shall be Rs. 20,000/-. GST @ 18% must be added in the Bid/RFP document cost.

Note 2 : The Threshold Technical Capacity amount should be as follows:

Sl. No	Estimated Project Cost (EPC) of the Project being invited	Threshold Technical Capacity
1	Estimated Project Cost< = 100 Crore of normal highway project	0.75 time of Estimated Project Cost
2	Estimated Project Cost> 100 Crore &< = 500 Crore of normal highway project	1.0 time of Estimated Project Cost
3	Estimated Project Cost> 500 Crore of normal highway project	1.0 times of Estimated Project Cost or Rs. 1000 crore, whichever is less.

Note 3: While extending the BID 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 BID Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

APPENDIX -IA

IA LETTER COMPRISING THE TECHNICAL BID

(Refer Clause 2.1.4, 2.11 and 3.1.6)

The Dy. General Manager (Tech),
National Highways &Infrastructure Development Corporation Limited
3rd Floor, PTI Building, 4- Parliament Street,
New Delhi - 110001

Sub: BID for "***Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)*"**.

Dear Sir,

With reference to your RFP document dated xx/xx/2024, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and its the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.

5. I/ We acknowledge the right of the Authority to reject our BID 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. I/ We certify that in the last two years, we/ any of the JV partners 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 implementing agencies for breach on our part.

7. I/ We declare that:
   (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
   (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.6.4 of the RFP document; and
   (c) I/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 RFP 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; and
   (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, 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 RFP 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 BID Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.

9. I/We believe that we/our Joint Venture satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the RFP document.

10. I/ We declare that we/ any Member of the Joint Venture or our/Joint Venture member, are not a Member of any other Joint Venture submitting a BID for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member 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. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or against our CEO or any of our directors/ managers/ employees.

14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Annexure VII of Appendix-IA thereof.

15. I/ 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 guidelines referred to above, we shall intimate the Authority of the same immediately.
16. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever

17. I/ 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 the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19. I/ We have studied all the Bidding Documents carefully and also surveyed the [project highway and the traffic]. We understand that except to the extent as expressly set for thin the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

20. I/ We submit a BID Security of Rs ………. Crore (Rupees …………………….. Only) to the Authority in accordance with the RFP Document.

21. The BID Security in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque, e-Bank Guarantee (strike out whichever is not applicable) is attached.

22. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the RFP, have been submitted in separate files.

23. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.

24. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

26. {We, the Joint Venture agree and undertake to be jointly and severally liable for. all the obligations of the EPC Contractor under the Contract Agreement}.

27. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.

28. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation

Place: of the Authorised signatory)

Name & seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there.

APPENDIX - IB
LETTER COMPRISING THE FINANCIAL BID

(Refer Clauses 2.1.4, 2.11 and 3.1.6)

Dated: __________

The Dy. General Manager (Tech),
National Highways & Infrastructure Development Corporation Limited
3rd Floor, PTI Building, 4- Parliament Street,
New Delhi - 110001

Sub: BID for "***Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)".***

Dear Sir,

With reference to your RFP document dated xx/xx/2020, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

4. I/ We acknowledge the right of the Authority to reject our BID 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.

5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

6. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.

7. I/ We hereby submit our BID and offer a BID Price mentioned in the Financial Bid submitted online for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement**.**

Yours faithfully,

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

Name & Seal of Bidder/Lead Member:..........

Class III DSC ID of Authorized Signatory:.............

Appendix -IA
Annex-I

ANNEX-I

Details of Bidder

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 Bidder 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 Bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:
   (f) Class III Digital Signature Certificate ID number

5. In case of a Joint Venture:
   (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
   (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.11(f) should be attached to the Application.
   (c) Information regarding the role of each Member should be provided as per table below:

Sl.	**Name of Member**	**Role*** {Refer Clause 2.1.11(d)}$	**Share of work in the Project**{Refer Clauses2.1.11(a), (f) & (g)}
1.			
2.			

* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

………contd

(d) The following information shall also be provided w.r.t para 2.1.14 for each Member of the Joint Venture:

Name of Applicant/ member of Joint Venture:

Sl. No.	Criteria	Yes/No
1.	Has the Bidder/ constituent of the Joint Venture been barred by the Ministry of Road Transport & Highways or its implementing agencies for the works of Expressways, National Highways, ISC and El works, from participating in bidding.	
2	If the answer to 1 is yes, does the bar subsist as on BID due date.	

6(a) I/ We certify that in the last two years, we/ any of the JV partners 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/ any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at Clause 2.1.14 of Instructions to Bidders 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/any member of Joint Venture 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/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in current projects, as on bid due date is given below (attach extra sheets, if necessary) w.r.t. para 2.1.14.

Name of the Bidder /Member of JV: _______

Sr. No.	Categories of Non-Performer	Name of the projects(s)
(i)	Fails to set up institutional mechanism and procedure as per contract	
(ii)	Fails to mobilize key construction equipment within a period of 4 months from the Appointed Date.	
(iii)	Fails to complete or has missed any milestone and progress not commensurate with contiguous unencumbered project length /ROW available even after lapse of 6 months from respective project milestone/Schedule Completion date, unless Extension of Time has been granted due to Authority's Default or Force Majeure.	
(iv)	Fails to achieve progress commensurate with funds released from Escrow Account (Equity + Debt 4- Grant) in BOT or HAM project and variation is more than 25% in the last 365 days.	
(v)	Fails to achieve the target progress or complete the project as per schedule agreed at the time of sanctioning of funds under One Time Funds Infusion (0TH) or relaxations to contract conditions to improve cash flow solely on account of Concessionaire's/contractor's failure/default.	
(vi)	Fails to complete rectification (excluding minor rectifications) as per time given in non-conformity reports (NCR) in design/completed works/maintenance or reported in Inspection Reports issued by Quality Inspectors deployed by the Authority or Officers of the Authority	
(vii)	Fails to complete minor rectifications exceeding 3 instances in a project as per time given in non-conformity reports (NCR) in design/completed works/maintenance.	
(viii)	Fails to fulfil its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this regard	
(ix)	Damages/penalties recommended by Independent / Authority's Engineer during O&M Period and remedial works are still not taken up.	
(x)	Fails to complete Punch list items even after lapse of time for completion of such items excluding delays attributable to the Authority.	
(xi)	Occurrence of minor failure to of structures/highway due to due construction defect wherein no causalities are reported (causalities include injuries to human being / animals)..	
(xii)	Occurrence of major failure of structures/highway due to due to construction defect wherein no casualties are reported (causalities include injuries to human being / animals).	

Sr. No.	**Categories of Non-Performer**	**Name of the projects(s)**
(xiii)	Occurrence of major failure of structures/highway due to due to construction defect leading to loss of human lives besides loss of reputation etc. of the authority.	
(xiv)	Fails to make premium payments excluding the current installment in one or more projects.	
(xv)	Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).	
(xvi)	Fails to submit the Performance Security within the permissible time period in more than one project.	
(xvii)	Rated as an unsatisfactory performing entity/ non-performing entity by an independent third-party agency and so notified on the website of the Authority.	
(xvii)	Failed to perform for the works of Expressways, National Highways, ISC ft El works in the last2(two) years, as evidenced by imposition Of a penalty by an arbitral judicial authority or a by imposition of a penalty by an arbitral award againstthe Bidder, including individual or any of its Joint Venture Member, as the case may be.	
(xix)	Expelled from the contract or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such Bidder, including individual or any of its Joint Venture Member Provided that any such decision of expulsion or termination of contract leading to debarring of the Bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.	
(xx)	Fails to start the works or causes delay in maintenance & repair/overlay of the project.	

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/ any of the JV partners 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……………………………………..

Appendix -IA

ANNEX-II

Technical Capacity of the Bidder@

(*Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the RFP*)

Applicant type	Project Code*	Cate-gory$	Experience** (Equivalent Rs. crore)$$		Technical Experience£
			Payments received for construction of Eligible Projects in Categories 3 & 4	Value of self-construction in Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Bidder or Lead Member including other members of the Joint Venture	a				
	b				
	c				
	d				
	e				
	f				
Aggregate Technical Experience =					

@ *Provide details of only those projects that have been undertaken by the Applicant, or its Lead member including members in case of joint venture, under its own name separately and/ or by a project company eligible under Clause 2.2.2.6(i)(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 2.2.2.6(i)(c) and for Categories 3 and 4, include only those projects where the payments received exceed the amount specified in Clause 2.2.2.6(ii). In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.13.*

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

$ *Refer Clause 2.2.2.5(i)*

** *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.*

$$ *For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees ** (**)*[14] *to a US Dollar.*

£. *In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 2.2.2.5(ii) and the product thereof shall be the Experience Score for such Eligible Projects.*

[14]*The conversion rate of USD 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.*

NOTE: In case of a Joint Venture, information in Annex-II and Annex-IV of Appendix-I shall be provided separately for other Members so as to establish that each such Member has 20 percent or more of the Threshold Technical Capacity. *(Refer Clause 2.2.2.4).*

Appendix -IA

ANNEX-III

Financial Capacity of the Bidder

(*Refer to Clauses 2.2.2.3, 2.2.2.9(i), 2.2.2.8(iii) of the RFP*) **(In Rs. crore$)**

Bidder type	Net Cash Accruals					Net Worth£
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 1**
Single entity Bidder or Lead Member including other members of the Joint Venture						
TOTAL						

Bidder type	Annual Turnover										Average Annual Turnover (In Rs. crore$)
	Year 1		**Year 2**		**Year 3**		**Year 4**		**Year 5**		
	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	
1	2	3	4	5	6	7	8	9	10	11	(2x3+4x5+6x7+8x9+10x11)/5
Single entity Bidderor Lead Member including other membersof theJoint Venture		**1.00**		**1.05**		**1.10**		**1.15**		**1.20**	

Name & address of Bidder's Bankers:

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

£The Bidder should provide details of its own Financial Capacity.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:

   (a) reflect the financial situation of the Bidder;

(b) be audited by a statutory auditor;
(c) be complete, including all notes to the financial statements; and
(d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth (the "Net worth") shall means 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.

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 Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.13.

5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.11 of the RFP document.

6. The Bidder shall also provide the name and address of the Bankers to the Bidder.

7. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.2.9 (ii) of the RFP document.

8. Format for Certificate of Net Worth by Statutory Auditor (Format Attached as Appendix-X).

9. Format for Certificate of Turn Over by Statutory Auditor (Format Attached as Appendix-XI).

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Annex-IV

ANNEX-IV

Details of Eligible Projects

(*Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7of the RFP*)

Project Code: **Entity: Self/Members:**

Item	Refer Instruction	Particulars of the Project
Title & nature of the project		
Category	5	
Year-wise (a) payments received for construction of work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, and/or (b) revenues appropriated 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. Bidders 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 2.2.2.6 (i) and 2.2.2.6 (ii) of the RFP, as the case may be. Information provided in this section is intended to serve as a backup 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. In case the Eligible Project relates to other Members, write "Member".
5. Refer to Clause 2.2.2.5 of the RFP 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 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid 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 2.1.13). For Categories 1 and 2, 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 2.2.2.6(i)(c). In case of Categories 3 and 4, payments received only in respect of construction should be provided, but only if the amount received exceeds the minimum specified in Clause 2.2.2.6(ii). 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 1and 2, 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 3 and 4, similar particulars of the client need to be provided.

8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 2.2.2.6(i) and 2.2.2.6(ii)
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, 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 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 2.2.2.6(i)).
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 Bidder'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 Bidder may provide the requisite certification.
13. If the Bidder is claiming experience under Categories 1 & 2[£],it should provide a certificate from its statutory auditor in the format below as per Clause 2.2.2.6 (i) (d) :

Certificate from the Statutory Auditor regarding PPP projects[Φ]

Based on its books of accounts and other published information authenticated by it, this is to certify that …………………….. *(name of the* Bidder*)* 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. (Rupees …………………crore), 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 2.2.2.6(i) (d)~~ by the aforesaid Applicant itself, during the past five 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)

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

[£] Refer Clause 2.2.2.5 of the RFP.

[Φ]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 instruction no. 10 in this Annex-IV.

[¥] In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that …………….. (name of Applicant) constructed and/ orownedthe……….(name of project)from…..(date)to…………(date)."

14. If the Bidder is claiming experience under Category 3 & 4♣ ,as per Clauses 2.2.2.5 and 2.2.2.6(ii) of the RFP, it should provide a certificate from its Statutory Auditor in the format below:

Certificate regarding construction works$^{\Phi}$

Based on its books of accounts and other published information authenticated by it, This is to certify that ……………………..(name of the Bidder) 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 Bidder received payments from its Clients for Construction Works executed by them 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.(Rupees …………………crore), of which the Applicant received as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs.………cr. (Rupees crore), during the past five 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.♠

We further certify that applicant has a share of_% in the Joint Venture/Consortium

(Authorized Signatory)

Date:

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.

16. To satisfy the qualification requirement under clause 2.2.2.2 (ii) & (iii), the bidder is required to submit a certificate from project owning department/corporations signed by Officer not below the level of Executive Engineer or equivalent.

♣ReferClauses2.2.2.5and2.2.2.6(ii)oftheRFP.

$^{\Phi}$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. However, in case the work of other member(s) is also executed by the applicant, then this fact should also be certified by the Statutory Auditor and accordingly the language may be suitablymodified.

♠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 or as authorize sub-contractor. This portion may be omitted if the contract did not involve a partnership/ joint venture or authorize sub-contractor. In case where work is not executed by partnership/ joint venture or authorize sub-contractor, this paragraph may be deleted.

In case of unauthorized sub-contractor proof of authorize sub-contracting has to be submitted

Appendix -IA

ANNEX-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Joint Venture)

Ref.

Date:

To,
The Dy. General Manager (T),
National Highways &Infrastructure Development Corporation Limited
3rd Floor, PTI Building, Parliament Street,
New Delhi - 110001

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ....(insert member's name) will act as the Lead Member of our Joint Venture.*

We have agreed that .... (insert individual's name) will act as our representative/ will act as the representative of the Joint Venture on its behalf* and has been duly authorized to submit the RFP. 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.*

Appendix -IA

Annex-VI

Information required to evaluate the BID Capacity under clause 2.2.2.1:

To calculate the value of "A" and "C"

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

2.

Sl. No.	Year	Value of Civil Engg. Works undertaken w.r.t. EPC Projects including bonus, if any (Rs. in Crore)	Amount of bonus (Rs. in Crore)	Net Value excluding bonus (Rs. InCrore)
1	Year 1			
2	Year 2			
3	Year 3			
4	Year 4			
5	Year 5			

3. Maximum value of projects that have been undertaken during the F.Y.out of the last 5 years and value excluding amount of bonus thereof is Rs. Crore (Rupees). Further, value updated to the price level of the year indicated in Appendix is as follows:
Rs.____Crore x(*Updation Factor as per Appendix*) = Rs. ____ Crore
(Rupees ____________________)

4. Amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in Appendix):

Sr. No.	F.Y. / Calendar Year	Amount of Bonus (Rs. in Crore)	Updation Factor	Updated Amount of Bonus (Rs. in Crore)
1	Year 1		1.00	
2	Year 2		1.05	
3	Year 3		1.10	
4	Year 4		1.15	
5	Year 5		1.20	
			Total (C)=	

………………………… …………………………. 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 ** years is as follows:

Sl. No.	Name of Project /Work	Percentage of participation of Bidder in the project	Dater 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 2022-23/2022 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 #)

Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
1	Year 1	1.00
2	Year 2	1.05
3	Year 3	1.10
4	Year 4	1.15
5	Year 5	1.20

The Statement showing the value of all existing commitments, 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 Place: 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 bid due date of this RFP.

[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:

<u>Appendix -IA</u>
Annex-VII

<u>Annex-VII</u>

Guidelines of the Department of Disinvestment

(Refer Clause1.2.1)

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.

…..Contd.

(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 -IA

Annex-VIII

Annex-VIII

Details of ongoing works (Ref Clause 10.3 (iv) of Draft EPC Agreement)

Sr.No.	Name of the work	Contract Price (INR Cr)	Appointed Date	Original Scheduled Completion Date	Likely Date of Completion	Reason for Delay#
1						
2						
3						
…						

(In the event that the Bidder had failed to achieve the Completion of any project within a period of 90 (ninety) days from the Schedule Completion Date of the project, unless such failure had occurred due to Force Majeure or for reasons solely attributable to the Authority, the Bidder shall be deemed to be ineligible for bidding this project (under bidding), both as the sole party or as one of the parties of Joint Venture/ Consortium, if any, during the period from Scheduled Completion Date to issuance of Completion Certificate for that project. This restriction is applicable if the contract value of the delayed project was not less than Rs. 300 Crore.)

#To be supported with valid certificate issued from Independent Engineer / Authority’s Engineer / Supervision Consultant / Engineer-in-charge

I / We certify that all the information furnished above is true in all respects.

…………………………………………… Name of the Bidder

Signature of the authorized signatory: ____________________________

Name of the Authorised Signatory**:** ____________________________

Date: ____________________________

Place: ____________________________

APPENDIX – II

Bank Guarantee for BID Security
(Refer Clauses 2.20)

B.G. No. Dated:

1. In consideration of you, ****, having its office at ****, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of …………………… and having its registered office at ……………………… (and acting on behalf of its JV) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project, ***Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur (Package-3, Length-14.63 km)*** on EPC basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated …………… issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ………………… and one of its branches at …………………….. (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. *** ** (Rupees *** ** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *** **(Rupees *** ** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability 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 said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees *** ** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].

14. This guarantee shall also be operatable at our……………….. Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. 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 NHIDCL, details of which is as under:

S. N.	Particulars	Details
1	Name of the Beneficiary	National Highways and Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank, Transport Bhawan, 1stParliament street, New Delhi-110001

Signed and Delivered by ………………………. Bank

By the hand of Mr./Ms …………………….., its ………………….. and Authorized official.

(Signature of the Authorized Signatory)
(Official-Seal)

APPENDIX – IIA

Surety Bond for BID Security
(Refer Clauses 2.20)

Dated:

1. In consideration of you, NHIDCL having its office at PTI Building, 3rd floor, Sansad Marg, New Delhi - 110001, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ABC (a Company registered under Companies Act, 1956/2013) and having its registered office at ...., New Delhi (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the project, ***Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)*** (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at .... and one of its branches at (hereinafter referred to as the " Sure. Insurer "), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1. 7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. Crore (Rupees only (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer , do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs………….. Crore (Rupees …………..).

4. This Surety Bond shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer , further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability 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 said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be

enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. Crore (Rupees only) . The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the Bid Due Date).

14. This Surety Bond shall also be operatable at our ………branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingenry of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. 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 [Ministry/NHAI/NHIDCL/State PWD/BRO], details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	MD-NHIDCL
2.	Beneficiary Bank Account No.	90621010002659
3.	Beneficiary Bank Branch Name and Address	Canara Bank, Transport Bhawan, 1st Parliament Street, NewDelhi110001
4.	Beneficiary Bank Branch IFSC	CNRB0019062

Signed and Delivered by ………………………. Bank

By the hand of Mr./Ms ……………………., its ………………….. and authorized official.

(Signature of the Authorized Signatory)
(Official-Seal)

APPENDIX-III

III FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

(Refer Clause 2.1.5)

Know all men by these presents, We **(name of the firm and address of the registered office)** do hereby irrevocably constitute, nominate, appoint and 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, ***Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)*** 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 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 …………. 2….. For …………………………..

(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of
Partnership

Witnesses:
firm 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.*

APPENDIX-IV

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE

(Refer Clause 2.1.6)

Whereas the National Highways & Infrastructure Development Corporation Ltd. ("the Authority") has invited BIDs for the "***Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)***" (the "Project")…………………………………………….

Whereas, …………………….., …………………….., and (collectively the "Joint Venture")being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other BID documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's BID for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, …… having our registered office at ……., M/s. having our registered office at …, M/s. … having our registered office at ….., and ….. having our registered office at ...., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ……. having its registered office at ………., being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's BID for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled.

AND 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/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …………………. DAY OF ………. 2020

For …………………….. (Signature) ………………….. (Name & Title)	For …………………….. (Signature) ………………….. (Name & Title)	For …………………….. (Signature) ………………….. (Name & Title)

(Executants)

(To be executed by all the Members of the Joint Venture)

Witnesses:
1.
2.

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.*
- *Also, 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.*

APPENDIX V

FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE

(Refer Clause 2.1.11)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ………… day of …………2022

AMONGST

1. {………… Limited, and having its registered office at .... }(hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include **its succes**sors and permitted assigns)

AND

2. {………… Limited, having its registered office at .... } and(hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include **its succes**sors and permitted assigns)

~~AND~~

~~3. {………… Limited, and having its registered office at …………} (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)~~

The above mentioned parties of the FIRST, {SECOND ~~and THIRD~~} PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

(A) **NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD**., established under the Company Act, represented by its Managing Director and having its principal office at 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**") by its Request for Proposal No.…………dated …………….. (the "**RFP**") for award of contract for **"*Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)*"** (the "**Project**") through an EPC Contract.

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the **Project,** and

(C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the "**Joint Venture**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an EPC Contract with the Authority for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Contractor in terms of the EPC Contract for the Project;

(b) Party of the Second Part shall be {the Member of the Joint Venture; and}

(c) Party of the Third Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:

First Party:
Second Party:
{Third Party:}
Further, the Lead Member shall itself undertake and perform at least 51 (fiftyone) per cent of the total length of the project highway if the Contract is allocated to the Joint Venture.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:	SECOND PART	THIRD PART
(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)
(Designation)	(Designation)	(Designation)

(Address) (Address) (Address) In the presence of:

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this

Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX VI

INTEGRITY PACT FORMAT

(To be executed on plain paper and submitted alongwith Technical Bid/Tender documents for tenders having a value of Rs. 5 cr or above for Consultancy projects and 100 cr. or above for Construction projects. To be signed by the Bidder 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 _________2020.

BETWEEN

[President of India through NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., established under the Companies Act, 2013, represented by its Managing Director and having its principal office at 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001**],** (hereinafter referred to as the "**Principal/Owner**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as "The 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 *{Name of the work}* (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 Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter 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 documents 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 of immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the 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 Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

The 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 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 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 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 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) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

(e) The 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 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 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 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 Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.

(2) If the 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 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 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 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 Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the 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 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 Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the 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 Bidder(s) from the tender process prior to the award according to Arcticle-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 the 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 Bidder 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 anticorruption/ 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 Bidder 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 Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

(1) The 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 Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.

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

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

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a 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 an Independent External Monitor (herein after 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 Director General (Road Development) & Special Secretary.

(3) The 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 Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The 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 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 Contractor. 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 Director General (Road Development) & Special Secretary 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 Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary 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 Director General (Road Development) & Special Secretary.

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 Bidder/Contractor/Concessionaire/Consultant is in a partnership or a ~~consortium~~ Joint Venture partner, this pact must be signed by all partners or ~~consortium~~ members.

(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) (For & On behalf of the Bidder/ Contractor/ Concessionaire/ Consultant)

(Office Seal)

Place ________________ Date____________

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):

{COUNTERSIGNED and accepted by: JV Partner}

APPENDIX-VII

FORM OF BANK GUARANTEE

(See Clauses 2.21)

[Performance Security/Additional Performance Security]

To

______________________________________ [name of Authority]

______________________________________ [address of Authority]

WHEREAS___________[name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. Dated_ for Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)] (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**"[1]).

AND WHEREAS we, ………………….. through our branch at ....

(the "**Bank**") have agreed to furnish this Bank Guarantee (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 [General Manager 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

[1] Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

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.

10. 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

[$]Insert date atleast 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 2.21 of the RFP). The Contractors can submit the BG for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the BG in one go for the entire DLP.

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.

11. 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.

12. 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.

13. This guarantee shall also be operatable at our……….Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

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 NHIDCL, details of which is as under:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC CNRB0019062
4	Beneficiary Bank Branch Name & Address	Canara Bank, Transport Bhawan, 1st Parliament Street, New Delhi-110001

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)

APPENDIX-VIIA

FORM FOR INSURANCE SURETY BOND

(See Clauses 2.21)

[Performance Security/Additional Performance Security]

To

_______________________________ [name of Authority]

_______________________________ [address of Authority]

WHEREAS__________[name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No_____Dated__________ for construction of ________[***Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)***] (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 "**Surety Bond Amount**"[1]).

AND WHEREAS we, ………………….. through our branch at ....(the "**Surety Insurer**") have agreed to furnish this **Surety Bond** by way of Performance Security.

NOW, THEREFORE, the **Surety Insurer** hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer 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 Surety Bond** 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 [General Manager of National Highways & Infrastructure Development Corporation Limited], that the

[1] **Surety Bond** Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

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 **Surety Insurer.** The **Surety Insurer** 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 **Surety Bond**, the Authority shall be entitled to act as if the **Surety Insurer** were the principal debtor and any change in the constitution of the Contractor and/or the **Surety Insurer**, 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 **Surety Insurer** under this **Surety Bond**.

4. It shall not be necessary, and the **Surety Insurer** hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the **Surety Insurer** its demand under this **Surety Bond**.

5. The Authority shall have the liberty, without affecting in any manner the liability of the **Surety Insurer** under this **Surety Bond**, 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 **Surety Insurer** from its liability and obligation under this **Surety Bond** and the **Surety Insurer** hereby waives all of its rights under any such law.

6. This **Surety Bond** is in addition to and not in substitution of any other **Surety Bond** 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 **Surety Insurer** under this **Surety Bond** is restricted to the **Surety Bond** Amount and this **Surety Bond** 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 **Surety Insurer** under this **Surety Bond** all rights of the Authority under this **Surety Bond** shall be forfeited and the **Surety Insurer** shall be relieved from its liabilities hereunder.

8. The **Surety Bond** shall cease to be in force and effect on ****[$]. Unless a demand or claim under this **Surety Bond** is made in writing before expiry of the **Surety Bond**, the **Surety Insurer** shall be discharged from its liabilities hereunder.

9. The **Surety Insurer** undertakes not to revoke this **Surety Bond** 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 **Surety Bond** and the undersigned has full powers to do so on behalf of the **Surety Insurer**.

[$]Insert date atleast 2 (two) years from the date of issuance of this Surety Bond (in accordance with Clause 2.21 of the RFP). The Contractors can submit the Surety Bond for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the Surety Bond in one go for the entire DLP.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the **Surety Insurer** 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.

11. This **Surety Bond** 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.

12. This **Surety bond** 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.

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)

APPENDIX-VIII

Format of LOA

(See Clauses 3.3.4)

No.________________________

Government of India

National Highways & Infrastructure Development Corporation Ltd.

3rd Floor, PTI Building, 4, Parliament Street, New Delhi – 110001

Dated,

To,

{Name of selected Bidder}

Subject: {*Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)*}- Letter of Acceptance (LOA)-Reg.

Reference: Your bid for the subject work dated ……………..

Sir,

This is to notify you that your Bid dated ………… for execution of the { ***Widening/Improvement to 2-lane with earthen shoulder of Finch Corner to Ukhrul section from existing km 34+650 to km 50+520 (Design Chainage km 30+970 to km 45+600) of NH-202 in the State of Manipur on EPC mode. (Package-3, Length-14.63 km)***}, at your quoted bid price amounting to Rs. .... /- {amount in words}has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.

3. You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed given in Data Sheet of the RFP.

4. You are also requested to furnish Performance Security for an amount of ……………….. …………………. {and Additional Performance Security for an amount of ………………………} as per Clause 2.21 of the RFP within 30 (thirty) days of receipt of this Letter of Acceptance (LOA). In case of delay in submission of Performance Security and Additional Performance Security, if any, you may seek extension of time for a period not exceeding 60 (Sixty) days in accordance with Clause 2.21 of RFP.

5. In case of failure of submission of Performance Security, Additional Performance Security (if any) and Security against Damages (if any) within the additional 60 (Sixty) daystime period, the award shall be deemed to be cancelled and Bid Security shall be encashed by the Authority as per Clause 2.21 of the RFP.

Yours faithfully,

{authorized signatory}

"Accepted by
(Name of the Authorized Person)
(Name of the sole bidder/lead partner of JV)
Seal of the bidder"

APPENDIX-IX

Format of BOQ:

Tender Inviting Authority: National Highways & Infrastructure Development Corporation Limited (NHIDCL)

Name of Work:.

Contract No:

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Bid Price in Figure Excluding GST to be entered by the Bidder Rs. P	Total Amount in figure excluding GST	Total Amount in word excluding GST
1	Name of the Project	1.000	Lump Sum		₹ -	₹ Zero Only
Total in Figures					₹ -	₹ Zero Only
Quoted Rate in Words		₹ Zero Only				

APPENDIX-X

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 31st 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 31st 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: ……………………

APPENDIX-XI

Letter Head of the Statutory Auditor

(Giving phone number, address and email address)

CERTIFICATE OF TURNOVER 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 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 31st 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 31st 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)	
5	Year 5 (2018-2019)	

In case financial statements of the latest financial year are not audited and therefore, the bidder cannot 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 five years immediately preceding the year for which the audited annual report is not being produced as per clause 2.2.2.8 of the RFP which shall be considered for evaluation. In case, undertaking duly certified by Statutory auditor is not submitted under by the bidder, under such circumstances, the annual turnover

for the year for which audited annual financial statements are not available shall be considered as 'Nil' for the purposes of arriving at the average annual turnover.

5. Annual Turnover updated to the price level of the year, based on factors indicated in table xxx of the tender documents, is given below:

Year	**Year-1**	**Year-2**	**Year-3**	**Year-4**	**Year-5**
Updation factor	**1.00**	**1.05**	**1.10**	**1.15**	**1.20**
Actual Turnover (₹ In lakh)					
Updated Turnover (₹ In lakh)					

Average Updated Turnover (to the price level of the year) = …… (₹ 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 5 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 5 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: ……………………