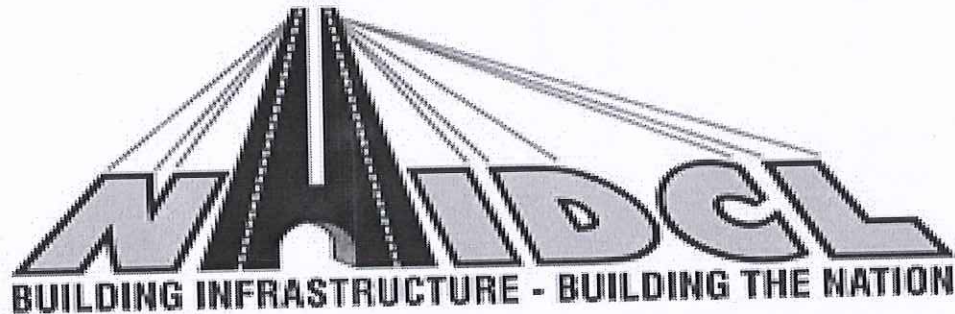


**NATIONAL HIGHWAY AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITED**



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

National Competitive Bid
(Through CPP Portal, E-Tendering Mode)
For

**"Construction of G+2 Building for CID , Ladakh Police including Civil, Electrical,
PHE, HVAC Fire services at Choglamsar, Leh in UT of Ladakh"**
Through EPC Contract mode

O/o Executive Director (Projects)
National Highways & Infrastructure Development Corporation Ltd
Regional Office, Ladakh Yartsa House, Near Changspa Farm, Leh -194101,
Ladakh

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

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PARTA
TO BE UPLOADED BY THE BIDDER ALONG WITH FINANCIAL BID

SECTION-I
NOTICE INVITING TENDER

Notice Inviting Tender (NIT)

RFP(NIT) No: NHIDCL/Infra/Ladakh/2022/ Dated:01.10.2022

RFP (NIT) No.: 37 /RO-Ladakh/2022-23

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

Details of the work;

Name of the work	Estimated Cost (Exclusive of GST)	EMD/ Bid Security Amount (in Rs)	Completion Period	Defect Liability Period
"Construction of G+2 Building for CID , Ladakh Police including Civil, Electrical, PHE, HVAC Fire services at Choglamsar, Leh in UT of Ladakh"	6,44,92,823/-	12,89,900/-	12 months	One Year

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

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

Sr. No.	Particulars	Date
1	Bid Document Download/ Start Date	03.10.2022
2	Clarification /Pre bid queries Start Date	03.10.2022
3	Clarification /Pre bid queries End Date	06.10.2022 (1100 Hrs.)
4	Pre bid meeting	06.10.2022(1500 Hrs.)
5	Bid submission Start date	06.10.2022
6	Bid submission End date	17.10.2022 (1100 Hrs.)
7	Opening date of Technical Bids	18.10.2022 (1100 Hrs.)

The complete BID document can be viewed / downloaded from official portal of the CPPP website <https://eprocure.gov.in/eprocure/app> from 03/10/2022 to 17/10/2022 (upto 1100 hrs IST). Bidder must submit its Technical bid and Financial Bid at <https://eprocure.gov.in/eprocure/app> on or before 17/10/2022 (up to 1100 hrs IST)

The Instructions to bidder is attached with this NIT which shall be a part of RFP and the contract agreement. Please note that the NHIDCL reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

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

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INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS (ITB)

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Instructions to Bidders (ITB)

A. General

1. Name and Scope of Work:

The Executing Agency (as defined in the Appendix to ITB) invites bids for **“Construction of G+2 Building for CID , Ladakh Police including Civil, Electrical, PHE, HVAC Fire services at Choglamsar, Leh in UT of Ladakh”**

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

2. Source of Funds

- 2.1. The expenditure on this project will be provided by the Additional Director General of Police, Ladakh Police Department, Government of UT of Ladakh (Employer Department) to the National Highways & Infrastructure Development Corporation Limited (NHIDCL).

3. Eligible Bidders

- 3.1. **For the registered government contractors:** The bid is open to contractors who are registered in the appropriate class with the Government departments in CPWD/AIR/Railways/MES/BRO/ and PSU's of state and Central Governments such as BSNL, NHPC, NBCC etc. in the Public works Departments of state Governments, Union Territories and its allied departments viz. Roads and Buildings, Irrigation, Public Health etc.
- 3.2. **For the non-registered contractors:** Bidder may be an individual, private entity, sole or partnership firm, company incorporated and registered in India, having prior experience of executing RCC Building or any RCC infrastructure works, are eligible for bidding for this work.
- 3.3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, Autonomous body, authority by whatever name called under the Central or the State Government.
The eligible bidders at 3.1 and 3.2 above shall scan and upload the documents stated under Clause 11.2 as per their category to participate in the technical bid.

4. One Bid per Bidder

- 4.1. Each Bidder shall submit only one Bid for the work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be **disqualified**.

5. Cost of Bidding

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

6. Site/Drawings details

- 6.1. i) The site for the work is available.
- ii) The conceptual/indicative Architectural drawings, Structural Drawings, MEP, location of CCTV, Access control, Fire safety plan etc. drawings are available and uploaded along with this NIT.
- Note 1:** The work under this NIT is to be taken up in EPC mode. The successful bidder after signing of the contract agreement shall submit all the architectural and structural drawings, MEP, etc from his end and it is the responsibility of the bidder to take up the design of entire building viz. Architectural, Structural, MEP and other service works. The drawings submitted by the successful bidder shall not be inferior in all respect of the conceptual/indicative drawings attached with the NIT.
- Note 2:** The bidder may with the approval of the executing agency and the employer can adopt the conceptual/indicative drawings uploaded with the NIT for execution. Notwithstanding the approval from the executing agency, the final responsibility of the design of project rests with the successful bidder. The successful bidder will have to ensure the soundness of the Architectural Drawings by vetting/obtaining necessary approval from the statutory bodies, soundness of the structural drawings by vetting through premium institutes such as IIT/NIT or other Govt Institutes with prior approval of Engineer-in-charge.
- Note 3:** In the case of adopting the conceptual/indicative drawings by the successful bidder with the approval of the executing agency/ employer a prescribed amount as determined by the executing agency shall be paid by the successful

bidder. Notwithstanding to payment of this amount, the successful bidder shall however be responsible for these conceptual/indicative drawings as stated in Note 2 above.

- 6.2. The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.
- 6.3. The structural drawings including the foundation type proposed attached with this document is indicative. The contractor has to collect site contours, conduct the Soil Investigation before the start of the work (as mentioned in payment schedule) and shall ascertain the bearing capacity of the soil and accordingly the foundation design along with structural design is to be prepared, vetted by the like IIT/NIT other Govt Institute (Approved by Engineer-in-charge) and shall obtain the approval from the Engineer-in-charge before start of the work. The soil investigation report should have photographs/videography while conducting field tests with field report countersigned by authorized representative of Engineer-in-charge.

B. Bidding Documents

7. Content of Bidding Documents

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

8. Clarification of Bidding Documents

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

9. Amendment of Bidding Documents

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

C. Preparation of Bids

10. Language of Bid

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

11. Documents Comprising the Bid

- 11.1. The e-bid submitted by the bidder shall be in two separate parts.
Part-I: Technical Bid
Part-II: Financial Bid.

11.2. **Part I : Technical Bid:** The intending bidders must read the terms & conditions of tender documents carefully. The Technical Bid shall be uploaded with scanned copies of following documents. All the documents must be Serial wise as stated below along with check list.

For the registered government contractors:

Sr. No.	Particular of Document	Yes	No
1	Letter of Application on bidder's original letter Head to submit Technical Bid as per Annexure-A		
2.	Receipt of Bid Document Cost		
3.	Qualification Information (SECTION- III)		
4.	The enlistment certificate in the appropriate class in which the bidder is registered with the concerned department. The enlistment of the contractor should be valid on the last date of submission of Bid (Note: In case the last date of submission of bid is extended the enlistment of contractor should be valid on the original date of submission of bid.)		
5.	Proof of Payment of Bid Security/ EMD**		
6.	Experience certificate in works of a similar nature and size for each of the last Seven years (ending previous day of last day of submission of bids) with certificates from the concerned officer of the minimum rank of Executive Engineer-in-Charge or equivalent; One similar completed work* costing not less than amount equals to 80% of estimated cost put to tender. or Two similar completed works* costing not less than amount equals to 60% of estimated cost put to tender. or Three similar completed works* costing not less than amount equals to 40% of estimated cost put to tender. (*The "similar work" means Construction of RCC buildings or any other RCC infrastructure work viz. commercial/residential/office complex/industrial) (Framed structure / Load bearing structure) Note: The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bids.		
7.	Bidder shall submit Information regarding litigation or arbitration history during the last five years as per format given in Qualification Information point 6.		
8.	Bidder shall submit affidavit on the Stamp Paper, duly attested from the Notary Public that the information furnished with the bid documents is correct in all respects as per format given in Annexure-C.		
9.	Bidder shall submit Undertakings as per Annexure –D.		

For the non-registered contractors with government Department:

Sr. No.	Particular of Document	Yes	No
1.	Letter of Application on bidder's original letter Head to submit Technical Bid as per Annexure-A		
2.	Receipt of Bid Document Cost		
3.	Qualification Information (SECTION-III)		
4.	Power of Attorney as per Annexure-E		
5.	Proof of Payment of Bid Security/ EMD**		
6.	Scanned copy of Original document of Registration Certificate (defining the constitution or legal status, ownership details, place of registration, and principal place of business)		
7.	Experience certificate in works of a similar nature and size for each of the last Seven years (ending previous day of last day of submission of bids) with		

	certificates from the concerned officer of the minimum rank of Executive Engineer-in-Charge or equivalent; One similar completed work* costing not less than amount equals to 80% of estimated cost put to tender. or Two similar completed works* costing not less than amount equals to 60% of estimated cost put to tender. or Three similar completed works* costing not less than amount equals to 40% of estimated cost put to tender. (*The “similar work” means Construction of RCC buildings or any other RCC infrastructure work viz. commercial/residential/office complex /industrial) (Framed Structure / Load Bearing Structure) Note: The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bids.		
8.	Turnover: Average annual Turnover (in all classes of Civil Engineering construction/ fabrication works only) should be at least 20% of estimated cost of work i.e. during last three-year ending 31st March of the previous financial years duly certified by Chartered Accountant (as per Annexure-F). If the financial statement has not been audited then provide provisional turnover certificate of the previous year duly certified by the Chartered Accountant in respect of ibid compliance.		
9.	Net Worth: Net Worth should be at least 5% (five percent) of the Estimated Cost at the close of the preceding financial year duly certified by Chartered Accountant (as per Annexure –G). If the financial statement has not been audited then provide provisional Net Worth certificate of the previous year duly certified by the Chartered Accountant in respect of ibid compliance.		
10.	Bidder shall submit Information regarding litigation or arbitration history during the last five years as per format given in Qualification Information point 6.		
11.	Bidder shall submit affidavit on the Stamp Paper, duly attested from the Notary Public that the information furnished with the bid documents is correct in all respects as per format given in Annexure-C.		
12.	Bidder shall submit Undertakings as per Annexure–D.		
13.	Scanned copy of GST and PAN Registration		

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

Part II : Financial Bid (Applicable to both registered and non-registered government contractors)

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

- 11.3. Bids from joint venture (JV) are allowed. Maximum numbers of JV partners permitted are 03 (three). Lead Partner should qualify 40% of all criteria and each JV partner to qualify 20% of all. Jointly the JV must qualify 100% of all criteria.
- 11.4. The following documents form the entire bid and the contract document. The bidders are informed that the following documents which are uploaded with the RFP are uploaded for information and for the purpose of understanding of the nature and scope of work for the bidders. The documents will form part of the bid and subsequently part of the contract agreement with the successful bidder.

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

12. **Bid Prices**

- 12.1. The Contract shall be on EPC mode and the quoted bid price (exclusive of GST) includes complete work as per approved drawings submitted by the Contractor for the whole Works, as described in Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.
- 12.2. **The bidder shall quote bid prices on appropriate format enclosed as part of tender document on <https://eprocure.gov.in/eprocure/app>.**
- 12.3. The bidder is required to quote the amount excluding GST. GST at the existing rate & applicable laws will be paid to the contractor along with the each bill; however, the contractor has to submit the proof of GST payment to government before next bill. In case, of non-submission of GST proof, the same will be recovered in the next bill.
- 12.4. Based on the amount quoted, the rates and prices shall be fixed for the duration of the Contract and shall not be subject to adjustment, except otherwise specified in relevant clauses of contract if any in the contract clauses.

13. **Currencies of Bid and Payment**

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

14. **Bid Validity and Bid Document Cost**

- 14.1. Bids shall remain valid for a period of **60 days** after the final deadline date for bid submission specified in Clause 17.
- 14.2. In exceptional circumstances, prior to expiry of the original time limit, the Executing Agency may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.
- 14.3. The Bidder is required to pay a non-refundable fee of **Rs. 5900/- towards cost of Bid Document** through RTGS/ NEFT/ other online mode to the NHIDCL's designated bank account. Details of designated bank account are as under:

Sr.No.	Particulars	Details
1.	Name of Beneficiary	NHIDCL ESTABLISHMENT ACCOUNT
2.	Beneficiary Bank Account No.	76513070002321
3.	Beneficiary Bank Branch Name and Address	Canara Bank (erstwhile Syndicate Bank) Leh Branch, Tsaskan Complex near LIC Office, Distt. Public library Road, Leh-194101
4.	Beneficiary Bank Branch IFSC	CNRB0017651

The Bidder must upload Copy of the online payment receipt (UTR/ Reference No./Transaction ID) towards payment of cost of Bid document.

- 14.4. Any bid not accompanied by Bid document fee/cost, shall be summarily rejected by the Executing Agency as **non-responsive**.

15. Bid Security amount/ EMD

- 15.1. The Bidder is mandatorily required to pay an amount of Rs 12,89,900/-(2% of the estimated cost put to tender) towards the bid security through NEFT/RTGS/IMPS online mode only to the NHIDCL's designated bank account. Details of designated bank account are as under: -

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited NHIDCL UT Ladakh Project Account
2	Beneficiary Bank Account No.	362305000136
3	Beneficiary Bank Branch IFSC	ICIC0003623
4	Beneficiary Bank Branch Name	3623 Leh Ladakh Branch
5	Beneficiary Bank Address	ICICI Bank,Leh-194101

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

- 15.2. Any bid not accompanied by Proof of Payment of Bid Security amount, shall be summarily rejected by the Executing Agency as **non-responsive**.
- 15.3. **The Bid Security will be forfeited:**
- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;**or**
 - b) if the Bidder does not accept the correction of the bid price, pursuant to Clause 23; **or**
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. **Sign the Agreement;** and/or
 - ii. **Furnish the required Performance Security;** and/or
 - iii. **Submit the original documents as specified in Clause 11.2;**
 - iv. **Corrupt or Fraudulent Practices as specified in Contract Agreement.**

16. Alternative Proposals by Bidders

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

D. Submission of Bids

17. Schedule for Submission of Bids

- 17.1. Complete E-Bid to be uploaded on e-procurementportal before due date & time as mentioned in NIT. The bidders viz. those registered with the government agencies and not registered with the government agencies shall upload the scanned documents as enlisted under para 11.2. The bidders shall upload the technical bid and financial bid before the stipulated date and time as prescribed in NIT.
- 17.2. The Executing Agency may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Executing Agency and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 17.3. The detailed schedule for submission of bid shall be, as given in NIT/Appendix to ITB.

18. Modification and Withdrawal of Bids

- 18.1. Bidders may modify or withdraw their e-bids before the deadline prescribed in NIT/Appendix to ITB.
- 18.2. No bid may be modified after the deadline for submission of Bids.
- 18.3. Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 14.1 above or as extended pursuant to Clause 14.2 shall result in the forfeiture of the Bid security pursuant to Clause 15.

E. Bid Opening and Evaluation

19. Bid Opening

- 19.1. Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received shall be opened on the date and time mentioned in the NIT/Appendix to ITB. 'Financial Bid' of those bidders whose technical bid has been determined to be technically responsive shall be opened on the subsequent date through online process of e-tender, which will be notified to such bidders.
- 19.2. The Executing Agency will open the "Technical Bid" of all the bids received within due date and time, in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Executing Agency, the Bids will be opened at the appointed time and location on the next working day.
- 19.3. The Executing Agency at the opening of Technical Bid, will announce the bidders' names and such other details.
- 19.4. The Executing Agency will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 19.1.
- 19.5. The bids accompanied with bid security declaration will be taken up for evaluation with respect to the Qualification Information and other information furnished in para 11.2
- 19.6. As soon as possible, the Evaluation Committee will finalize the list of technically responsive bidders whose financial bids are eligible for consideration.
- 19.7. The Executing Agency shall inform the bidders, whose technical bids are found technically responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.
- 19.8. The financial bids of only the technically responsive bidders will be opened. The technically responsive bidders' names, the Bid prices, the total amount of each bid and such other details as the Executing Agency may consider appropriate will be announced by the Executing Agency at the time of bid opening.
- 19.9. The Executing Agency shall prepare the minutes of the opening of the Financial Bids.

20. Process to be Confidential

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

21. Clarification of Bids and Contacting the Executing Agency

- 21.1. To assist in the examination, evaluation, and comparison of Bids, the Executing Agency may, at their discretion, ask any Bidder for clarification. The request for clarification shall be given in writing or by email asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered.
- 21.2. Subject to clause 21.1, no Bidder shall contact the Executing Agency on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Executing Agency, he should do so in writing.
- 21.3. Any effort by the Bidder to influence the Executing Agency in the Executing Agency's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

22. Examination of Bids and Determination of Responsiveness

- 22.1. During the detailed evaluation of "Technical Bids", the Executing Agency will determine whether each Bid (a) meets the eligibility criteria defined in Clause 11.2;

- (b) the required documents uploaded by the bidder are in order; and
- (c) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities.

23. Correction of Errors.

- 23.1. Financial Bids determined to be technically responsive will be checked by the Executing Agency for any arithmetic errors.
- 23.2. The amount stated in the Financial Bid will be corrected by the Executing Agency for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and action will be invoked on the bidder in accordance with Clause 15.1.

24. Evaluation and Comparison of Financial Bids.

- 24.1. The Executing Agency will evaluate and compare only the bids determined to be technically responsive in accordance with Clause 22.
- 24.2. In evaluating the bids, the Executing Agency will determine for each Bid the evaluated Bid price by adjusting the Bid price after making any correction for errors pursuant to Clause 23;
- 24.3. **If the Bid of the successful Bidder is unrealeastic or erratic** then an irrevocable and unconditional guarantee from a Bank should also be submitted in the same form given in Annexure-H an Additional Performance Security (**the "Additional Performance Security"**) for an amount calculated as under:
 - a) If the Bid Price offered by the Selected Bidder falls between 15% to 20% lower than Estimated Project Cost, then the Additional Performance Security shall be 10% of the Bid Price offered by the selected Bidder.
 - b) If the Bid Price offered by the Selected Bidder falls between 20% to 30% lower than Estimated Project Cost, then the Additional Performance Security shall be 20% of the Bid Price offered by the selected Bidder.
 - c) If the Bid Price offered by the Selected Bidder is lower than 30% of the Estimated Project Cost and which cannot be substantiated satisfactorily by the bidder, will be rejected as non-responsive.
 - d) This Additional Performance Security shall be treated as part of the Performance Security.
- 24.4. A bid, which is quoted unrealistically/freakishly low or high and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

F. Award of Contract.

25. Award Criteria.

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

26. Executing Agency's Right to accept any Bid and to reject any or all Bids

- 26.1. Notwithstanding Clause 30, the Executing Agency reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Executing Agency's action.

27. Notification of Award and Signing of Agreement.

- 27.1. The bidder who's Bid has been accepted will be notified of the award by the Executing Agency. The excuting agency will issue the "Letter of Acceptance". The LOA will state the sum that the Executing Agency will pay to the Contractor in consideration of the execution, completion and maintenance of the works, by the Contractor as prescribed in the contract.
- 27.2. The letter of acceptance and subsequent issuance of letter of commencement will be a part of the contract document.
- 27.3. The successful bidder shall have to sign the contract agreement within 10 days of the issue of LOA by the excuting agency. The executing agency will issue the letter of commencement on the date of the signing of the contract agreement which will be a part of agreement. The date of signing of the contract agreement will be treated as the date of commencement viz. the appointed date.

28. Performance Security.

- 28.1. **Within 30 (Thirty) days** after signing of contract agreement or the issue of LoA whichever is earlier, the successful Bidder shall deliver to the Executing Agency a Performance Security i.e. **Five (5%) percent of the Contract Price plus the GST applicable for this work**, valid for the period of **60 days** beyond the stipulated date of completion. The Bid security amount of the successful bidder will be refunded after 30 days from the receipt of the conformation from the bank and on the request of the successful bidder.
- 28.2. The bidder shall also has to pay the additional performance security if any required for the bid in accordance with clause 24.3 of ITB along with the performance security valid for the same period. The extent rules applicable in the executing agency department are binding on the successful bidder.
- 28.3. The performance security shall be in the form of a Bank Guarantee in the name of the Executing Agency, from a Bank as per the details specified below as per Annexure-H. **It is madatory that the Bank Gurantee taken shall be encashable at the Leh Branch of the issuing Bank.** Bank Guarantee shall be accepted from Public Sector Banks or Scheduled Private Sector Banks having Net worth of Rs. 1,000/- Crores or more as per latest annual report of the bank. Authority reserves the right to add or remove any of name's bank on which BG shall be accepted based on advisory from the Government/RBI. **The BGs issued by 'Foreign Banks' and 'Banks not mentioned in the list below' shall not be accepted.** The bank guarantee can be initially taken for a period of not less than one year and shall has to be extended from time to time for the total period as mentioned in 28.1 above, incase if the bank norms do not give the Bank Guarantee for the specified period at one stretch.

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

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

- 28.4. Failure of the successful bidder to comply with the requirement of sub-clause 28.1 shall constitute sufficient ground for cancellation of the contract and debarment for a period of one year from the date of debarment.
- 28.5. The bid security amount paid by the all remaining unsuccessful bidders will be refunded on submission of request of the same within 30 days from the date of declaration of technical evaluation and after determining the responsiveness of the bid.

Appendix to ITB

Clause Reference	Instructions to Bidders																									
1.1	Executing Agency Designation: Executive Director (P) Address: NHIDCL, RO-Ladakh, Leh Email: nhidcl.leh@gmail.com																									
7.1	Engineer-in-Charge Designation: General Manager (P) / Deputy General Manager(P), heading the NHIDCL, PMU, Infra Leh. Address: NHIDCL, PMU-Infra, Leh Email: nhidcl.infraleh@gmail.com																									
14.3	Bid Document Cost: Rs.5,900/- (inclusive of GST)																									
15.1	Bid Security Amount: Rs 12,89,900/-(to be paid through NEFT/RTGS/IMPS to NHIDCL account)																									
20.3 & 22.1	Schedule for submission of Bids: <table border="1" data-bbox="357 801 1386 1099"> <thead> <tr> <th>Sr. No.</th><th>Particulars</th><th>Date</th></tr> </thead> <tbody> <tr> <td>1</td><td>Bid Document Download/ Start Date</td><td>03.10.2022</td></tr> <tr> <td>2</td><td>Clarification /Pre bid queries Start Date</td><td>03.10.2022</td></tr> <tr> <td>3</td><td>Clarification /Pre bid queries End Date</td><td>06.10.2022 (1100 Hrs.)</td></tr> <tr> <td>4</td><td>Pre bid meeting</td><td>06.10.2022(1500 Hrs.)</td></tr> <tr> <td>5</td><td>Bid submission Start date</td><td>06.10.2022</td></tr> <tr> <td>6</td><td>Bid submission End date</td><td>17.10.2022 (1100 Hrs.)</td></tr> <tr> <td>7</td><td>Opening date of Technical Bids</td><td>18.10.2022 (1100 Hrs.)</td></tr> </tbody> </table>		Sr. No.	Particulars	Date	1	Bid Document Download/ Start Date	03.10.2022	2	Clarification /Pre bid queries Start Date	03.10.2022	3	Clarification /Pre bid queries End Date	06.10.2022 (1100 Hrs.)	4	Pre bid meeting	06.10.2022(1500 Hrs.)	5	Bid submission Start date	06.10.2022	6	Bid submission End date	17.10.2022 (1100 Hrs.)	7	Opening date of Technical Bids	18.10.2022 (1100 Hrs.)
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33.1	Performance Security: Five (5%) percent of the Contract Price plus the GST applicable for this work in the form of Bank Guarantee.																									

SECTION-III

QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

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

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

Constitution or legal status of Bidder

(Upload scanned copy of Original)

Details of Ownership:

Place of registration:

Principal place of business:

- 2) Power of attorney of signatory of Bid (**Applicable to contractors not registered with government dept.**)

(Upload scanned copy & also submit Original copy in physical form)

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

(Upload scanned copies of Turnover and Net worth certificates from Chartered Accountant & also submit original certificate from Chartered Accountant)

- 4) Work performed as prime contractor, work performed in the past as a nominated sub- contractor duly approved by Executing Agency will also be considered, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature during the last **Five** years to qualify as per ITB. **(Applicable to contractors registered with government dept. and also contractors not registered with government dept.)**

[illegible]

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

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

- 5) (Information on Bid Capacity (works for which bids have been submitted and accepted and works which are yet to be completed) as on the date 7 days before the last date for bid submission (as per CI 4.6 of the ITB). **(Applicable to contractors registered with government dept. and also contractors not registered with government dept.)**

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

[illegible]

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

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

Upload copy of LOA

iii) Bid capacity (Bidder shall calculate, mention his bid capacity and enclose the supporting calculation)

A = Rs _____ Lakh (enclose the details)

B = Rs _____ Lakh (enclose the details)

Assessed Available Bid capacity = $(2.5 \times N \times A - B)$

N=1.5

6) Litigation/Arbitration (Applicable to contractors registered with government dept. and also contractors not registered with government dept.)

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

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

7) Bidders should provide the following affidavits/ undertakings as per formats enclosed hereafter: - (Applicable to contractors registered with government dept. and also contractors not registered with government dept.)

(i) Affidavit as per format given in Annexure- C

(ii) Undertaking as per format given in Annexure- D

SECTION-IV

ANNEXURES

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

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

Name of Work: Construction of G+2 Building for CID , Ladakh Police including Civil. Electyrical, PHE, HVAC Fire services at Choglamsar, Leh in UT of Ladakh"

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

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

Thanking you,

Yours faithfully,

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

For and on behalf of M/s_____

Date:

Mobile No.:

Email Id:

ANNEXURE- B

Bid Securing Declaration

The bid security declaration is deleted in view of recent guideline from the NHIDCL headquarters and in view of restoration of payment of bid security amount.

AFFIDAVIT
(To be notarized by Notary)

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

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

Title of Officer

Name of Firm

DATE

UNDERTAKING
(On Bidder's letter Head)

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

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

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

Title of Officer

Name of Firm

DATE

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

Know all men by these presents, We **(name of the firm and address of the registered office)** do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name), son/daughter/wife of **(Name)** and presently residing at **(Address)**, who is presently employed with us/the Lead Member of our Joint Venture and holding the position of **(Designation)**, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project proposed or being developed by the National Highways & Infrastructure Development Corporation Ltd. (the "Authority") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20 ____.

For

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

Witnesses:

Partnership 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 Apostille certificate.

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

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

2. We M/s(Name of the Statutory Auditor) are statutory auditors of(Name of the Bidder) for the year ended 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 (2020-2021)	
2	Year2 (2019-2020)	
3	Year 3 (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 preceeding the year for which the audited annual report is not being produced as specified in the RFP. In case,undertaking duly certified by statutory auditor is not submitted under such circumstances, the annual turnover for the year for which audited annual financial 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:

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:

FORM OF BANK GUARANTEE

[Performance Security/Additional Performance Security]

To

[National Highway and Infrastructure Development Corporation Limited]

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

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

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

AND WHEREAS we, through our branch located at Leh, in UT of Ladakh (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 [Executive Director, of National Highways & Infrastructure Development Corporation Limited], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank

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

from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on ****. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.
11. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
12. This guarantee shall also be operatable at our ICICI Branch at Leh, UT of Ladakh, 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 there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [MoRT&H/NHAI/NHIDCL/State PWD/BRO], details of which is as under:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited NHIDCL UT Ladakh Project Account
2	Beneficiary Bank Account No.	362305000136
3	Beneficiary Bank Branch IFSC	ICIC0003623
4	Beneficiary Bank Branch Name	3623 Leh Ladakh Branch
5	Beneficiary Bank Address	ICICI Bank,Leh-194101

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

SECTION-V

TENDER DRAWINGS

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

SECTION-VI

SCHEDULE OF QUANTITIES

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

SECTION-VII

BILL OF QUANTITIES

Bill of Quantities

Through EPC Contract

Tender Inviting Authority: Executive Director (P),National Highways & Infrastructure Development Corporation Limited , RO-Ladakh						
Name of Work: "Construction of G+2 Building for CID , Ladakh Police including Civil. Electyrical, PHE, HVAC Fire services at Choglamsar, Leh in UT of Ladakh" Through EPC Contract mode						
NIT No: 37/RO-Ladakh/2022-23						
Name of the Bidder/ Bidding Firm / Company :						
<u>BILL OF QUANTITIES</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	Quantity	Units	Estimated Rate excluding GST in (Rs.)	TOTAL EPC AMOUNT excluding GST in(Rs.)	TOTAL EPC AMOUNT excluding GST In Words
1	"Construction of G+2 Building for CID , Ladakh Police including Civil, Electrical, PHE, HVAC, Fire services at Choglamsar, Leh in UT of Ladakh"	1	Nos	6,44,92,823		INR ----- ---- Only
Total in Figures						
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				