

Corrigendum No. II

Name of Work:

Rehabilitation of section from Km 45.00 to Km 59.20 of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (Total Length 14.10) on EPC Mode (Package-VI).

Sl No	Reference of RFP	Clause No.	Existing Provision	Modified Provision
1.	Section-I	Clause 1.1.3	The scope of work will broadly include rehabilitation, upgradation and augmentation of the existing carriageway to [two-lane with paved shoulders] standards with construction of new pavement, rehabilitation of existing pavement.....in Km Estimated Cost in Rs. Cr. Completion Period.	The scope of work will broadly include rehabilitation, upgradation and augmentation of the existing carriageway to [Intermediate Lane with Hard Shoulder] standards with construction of new pavement, rehabilitation of existing pavement.....in Km Estimated Cost in Rs. Cr. Completion Period.
2.	Section-I Appendix-1A	Clause 1.2.1	Appendix-1A Format for Letter comprising Technical Bid not available with uploaded RFP	Appendix-1A Now uploaded with this Corrigendum
3.	Section-I	Clause 1.2.3	The Feasibility Report/ Detailed project Report Presented by the Authority / Consultants of the Authority not available with uploaded RFP.	Now uploaded with this Corrigendum
4.	Section-I Annexure-II of Appendix-1A	Clause 2.2.2.7 (ii)	Annexure-II of Appendix-1A Format for "Technical Capacity of Bidder" not available with uploaded RFP	Now uploaded with this Corrigendum
5.	Section-1	Clause 2.11.2 (f), Clause	Proof of payment of tender processing fee of Rs.....	Now deleted

		2.11.1 (h) & Clause 2.14.1.5		To participate in the bidding, it is mandatory for the Bidders to get registered their firm/Joint Venture with e-procurement portal of MoRTH / NHIDCL [http://eprocure.gov.in/eprocure/app] to have user ID password which has to be obtained by submitting an annual registration charges of INR *** (Rupees ***) (Inclusive of all taxes) to the e-tendering service provider through their e-payment gateway.	To participate in the bidding, it is mandatory for the Bidders to get registered their firm/Joint Venture with e-procurement portal of MoRTH / NHIDCL [http://eprocure.gov.in/eprocure/app] to have user ID password & password.	
6.	Section-1	Clause 2.14.1.2		Annexure-III of Appendix-1A Format for "Financial Capacity of Bidder" not available with uploaded RFP	Now uploaded with this Corrigendum	
7.	Section-1	Clause 2.2.2.8				
8.	Section-1 Bidding Schedule	Clause 1.2.7	BID Due Date	30.10.2018	BID Due Date	08.11.2018
			Physical Submission of Bid Security/POA etc	30.10.2018	Physical Submission of Bid Security/POA etc	08.11.2018
			Opening of Technical BIDs at NHIDCL HQ	31.10.2018	Opening of Technical BIDs at NHIDCL HQ	09.11.2018
9			Existing EPC Schedule	Modified EPC Schedule		
10			New Document	Cost Estimate		


 Y. C. Srivastava
 GM (T), NHIDCL

APPENDIX IA
LETTER COMPRISING THE TECHNICAL BID

The Managing Director,
NHIDCL, 3 rd Floor,
PTI Building, 4, Parliament Street,
New Delhi-110001

Sub: BID for (Name of Work)

Dear Sir,

With reference to your RFP document dated *** **^s, 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 2.2.1 (d) 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 forth in 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 offer a BID Security of Rs. 1.94 (Rupees One Crore and Ninety Four Lakh Only) to the Authority in accordance with the RFP Document.
21. The BID Security in the form of a Bank Guarantee 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 own 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:

Place:

(Signature, name and designation
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 IA
Annex-II

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*	Category [§]	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 2.1.17.

* 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 **** (**)**¹ to a US Dollar.

¹The 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.

[£]. *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.*

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. Such information may be provided as Annex-IIA, Annex-IIB, Annex-IVA and Annex-IVB respectively. (*Refer Clause 2.2.2.4*).

Appendix IA**Annex-III**

ANNEX-III

**Financial Capacity of the Bidder
(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 Bidder or Lead Member including other members of the Joint 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 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.
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 2.1.17.
5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.15 (g) 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