

National Highways & Infrastructure Development Corporation Limited



(Ministry of Road Transport & Highways)
Government of India

Request for Proposal (RFP)

“Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel Pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities at various locations on NW - 2 (Brahmaputra River) on EPC mode”

FEBRUARY, 2021

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

PTI BUILDING, 3RD FLOOR, 4, PARLIAMENT STREET,
NEW DELHI-110001

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राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
National Highways & Infrastructure Development Corporation Limited
MINISTRY OF ROAD TRANSPORT & HIGHWAYS,
GOVT. OF INDIA

Notice Inviting Tender
(Online e-tender through Central Public Procurement Portal)

Bid/ Package No: NHIDCL/IWAI/NW-2/TouristJetties/2021

Dated: 19.02.2021

REQUEST FOR PROPOSAL (RFP) for “Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities at various locations on NW – 2 (Brahmaputra) on EPC mode”.

National Highways & Infrastructure Development Corporation Limited (NHIDCL), a fully owned PSU of the Ministry of Road Transport & Highways (MoRT&H), is engaged in the development of National Highways & Infrastructure works and as part of this endeavour, it has been decided to undertake “Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities at various locations on NW – 2 (Brahmaputra)” through an Engineering, Procurement and Construction (EPC) Contract.

The National Highways & Infrastructure Development Corporation Limited (NHIDCL) now invites bids from eligible contractors for the following project:

| State/UT | Location | Description of the work | Estimated Cost exclusive of GST (Rs. In Crore) | Completion period |
|----------|--|--|--|-------------------|
| Assam | (i) Neamati, Jorhat (ii) Biswanathghat, Sonitpur (iii) Pandu terminal, Pandu (iv) Jogighopa | Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities at various locations on NW – 2 (Brahmaputra) on EPC mode. | 9.41 | 14 months |

* The locations mentioned above are not fixed and the Contractor may be asked to install the facilities within 50km of the above locations, for which no extra cost shall be paid to the Contractor

The Bidders are further advised to undertake site visits to the aforesaid proposed locations and collect information and details required for the design and installation of the same. It is deemed that the Bidder has visited the locations and collected the required site information and details prior to submitting the Bid. No claim whatsoever shall be entertained in future on this account.

The complete BID document can be viewed / downloaded from official website of NHIDCL <http://www.nhidcl.com> and www.eprocure.gov.in from 19.02.2021. Bid must be submitted online only at www.eprocure.gov.in from 19.02.2021 to 18.03.2021 (upto 1100 Hrs IST). Bids received online shall be opened on 19.03.2021 (at 1130 Hrs IST).

Bid through any other mode shall not be entertained. However, Bid Securing Declaration, document fee, Power of Attorney and Joint Bidding Agreement etc. shall be submitted physically by the Bidder before opening of financial bid. Please note that the NHIDCL reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated with identification/ title: "Queries / Request for Additional Information: RFP for Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities at various locations on NW – 2 (Brahmaputra) on EPC mode.

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4-Parliament Street, New Delhi-110001, India

As part of the Standard Operating Procedure for adoption of Integrity Pact, Independent External Monitor (IEM) has been appointed in NHIDCL, as per approval of the Central Vigilance Commission and Ministry of Road Transport & Highways, Govt. of India. The contact details of IEM can be seen on NHIDCL website.

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 Securing Declaration | 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 India |
| 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 & MMLPs and as part of this endeavour, the Authority has decided to undertake the work of [“**Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel Pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities at various locations on NW – 2 (Brahmaputra)**”] (the “Project”) through an Engineering, Procurement and Construction (the “EPC”) Contract, and has decided to carry out the **National 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 | Major Items | Estimated Project Cost (Excl. GST) (In ₹ cr.) | Completion Period |
|--|--|---|-------------------|
| Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel Pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities at various locations on NW – 2 (Brahmaputra) on EPC mode | Jetty, Steel Pontoons, Gangways, Steel enveloped HDPE/FRP floating material, floating terminal & associated Infrastructure | 9.41 | 14 Months |

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 Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel Pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities etc.* as detailed in the Schedules and maintenance of the Project during the Defect Liability Period, which shall be as below:

The Defect Liability Period/Maintenance Period for the development of Floating Terminal facilities shall be as under:

The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the terminal or any Section thereof, till the expiry of a period of 5 (Five) years commencing from the date of Provisional Certificate (the “Defects Liability Period”). Provided that the Defects Liability Period shall in no case be less than 05 (Five) years from the date of Completion Certificate for and in respect of works for which Time Extension was granted. Provided further that in the event no Provisional Certificate is issued, the Defects Liability Period shall commence from the date of the Completion Certificate.

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-IA 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 Details in the document are being provided as a preliminary reference document only through which by way of assistance, the Bidders can proceed further and are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the 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 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.

1.2.4 A Bidder is required to submit, along with its BID, the cost of BID/RFP document as mentioned in Data Sheet through RTGS/NEFT/other online mode to the NHIDCL’s account, as given below:

| Sr. No. | Particulars | Details |
|---------|--|---|
| 1. | Name of Beneficiary | MD-NHIDCL |
| 2. | Beneficiary Bank Account No. | 90621010002610 |
| 3. | Beneficiary Bank Branch Name and Address | Canara Bank (erstwhile Syndicate Bank), Transport Bhawan, 1st Parliament Street, New Delhi 110001 |
| 4. | Beneficiary Bank Branch IFSC | SYNB0009062 |

A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted along with bid.

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 by the concerned Authority then the procedure to proceed further will be intimated and further action shall be taken by the Authority. NHIDCL is not bound to accept the lowest or any tender it may receive and may reject all or any tender without assigning any reason.

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 Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities at various locations on NW – 2 (Brahmaputra River) on EPC mode."

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 For this work no International Bidder is eligible as individually or as a member of a Joint Venture.
- 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 Deleted.

- 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 Deleted.
- 2.1.12 The bidding is open to persons from India only.
- 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* (not applicable to the project whose contract is terminated by the Authority) if it attracts any or more of the following parameters:
- (i) Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the Independent Engineer due to Authority's default;
 - (ii) Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Authority;
 - (iii) Physical progress on any project is not commensurate with the funds released (equity+debt+grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;
 - (iv) Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;

- (v) Fails to fulfill its obligations to maintain a highway or facility in a satisfactory condition inspite of two rectification notices issued in this behalf;
- (vi) Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.
- (vii) Fails to make premium payments excluding the current installment in one or more projects.
- (viii) Damages/ Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.
- (ix) 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).
- (x) Fails to submit the Performance Security within the permissible period in more than one project(s).
- (xi) Rated as an unsatisfactory performing entity/ non-performing entity by an independent third party agency and so notified on the website of the Authority.
- (xii) Has Failed to perform for the works of Ports, IWT Terminals & Jetties (both civil and E&M works as per the scope), 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.
- (xiii) Has been expelled or the contract terminated by Ministry of Ports, Shipping & Waterways or 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 debaring 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.

**Note: Sub- clauses (i) to (xi) 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 similar Structures viz., Design, construction, supply, transportation, installation, testing and commissioning of permanent / temporary terminals / jetties / gangways with suitable floating material with accessories etc. in rivers, sea, backwaters, ports & inland waterways etc. and Construction of permanent / temporary terminals, jetties etc. in rivers, sea, backwaters, ports etc. and inland vessels like propelled / non propelled barge or pontoon or sea going vessels duly certified by any classification society or registering authorities under Inland Vessel Act or any other relevant act / regulation, ISC and EI works of Ministry of Ports, Shipping & Waterways or Ministry of Road Transport & Highways or its implementing agencies (NHAI/ NHIDCL/State PWDs/BRO/IWAI/etc.) 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).
- (xiv) Stand debarred from the Authority as a natural consequence of termination of any project / contract of the Authority.
- (xv) Has been placed in the Negative List of firms by the Authority for any reason including failure to deliver contract in time bound manner, abandoning the project without permission of the Authority, poor performance, penalties, missing targets or milestones, missing interim targets, clumsy execution of works, unethical practices, failure to abide by Integrity Pact or failure to follow any lawful directions given by the Authority.

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 The bidder including individual or any of its a JV members or its Related Parties, who are already having two on-going EPC projects in NHIDCL or on-going

projects worth Rs. 500 cr. (awarded cost) or more in NHIDCL, as on the date of financial bid opening, shall not be eligible to bid for this project.

Explanation:

- (i) An LOA issued for any project shall be counted as an on-going project.
- (ii) Project having EPC cost of Rs. 25 Crores or less shall not be counted for this purpose.
- (iii) In case of a company, the Related Parties means Related Parties as defined in the Companies Act' 2013, and in case of a bidder other than a company, the Related Parties means bodies in which the bidder or its partners are partner, trustees or directors in other bodies whether incorporated or not.

To substantiate this, the bidder shall provide an undertaking giving list of all such related parties and projects being executed by the Related Parties in NHIDCL.

A certificate in this regard from the Statutory Auditor (with UDIN) shall also be provided by the bidder.

2.2. Eligibility and qualification requirements of Bidder

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

- (a) The Bidder must be a single entity to implement the Project. The 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 debarment from participating in the future projects of NHIDCL, for a period of one year. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

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

- (i) a constituent of such Bidder is also a constituent of another Bidder; or
- (ii) 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
- (iii) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- (iv) 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
- (v) 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.

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 50 % of the Estimated Project Cost (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 Appointed Date/ Commencement Date has been declared or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/ Commencement Date not declared as on Bid Due Date shall not be considered while calculating 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 Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be self certified and verified by Statutory Auditor. In case the information provided is not true or any information not provided for existing commitments, the bidder shall be debarred for a period of one year from participating in future bids of NHIDCL.

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 | Year-2 | Year-3 | Year-4 | Year-5 |
|------------------|--------|--------|--------|--------|--------|
| Up-dation factor | 1.00 | 1.05 | 1.10 | 1.15 | 1.20 |

2.2.2.2 Technical Capacity

- (i) Deleted.
- (ii) The Bidder should have successfully completed “Similar Works” in previous seven (5) years before the last date of the Bid submission as per the criteria specified below:

The Bidder should have successfully completed “**Similar Works**” in previous seven (5) years before the last date of the Bid submission as per the criteria specified below:

- (a) 3 similar works each costing not less than the amount equal to 40% of the estimated cost put to this tender which should include Pontoon work, Gangway & onshore facility, or
- (b) 2 similar works each costing not less than the amount equal to 60% of the estimated cost put to this tender of include Pontoon work, Gangway & onshore facility, or
- (c) 1 similar work costing not less than the amount equal to 80% of the estimated cost put to this tender of include Pontoon work, Gangway & onshore facility.

For this purpose, “**Similar Works**” shall include components that have been defined below:

Steel Pontoon: “Similar Works” means “Design, construction, supply, transportation, installation, testing and commissioning of inland vessels like propelled / non propelled barge or pontoon or sea going vessels duly certified by any classification society or registering authorities under Inland Vessel Act or any other relevant act / regulation”;

Gangways: “Similar Works” means “Design, Supply, Erection, Testing and Commissioning of permanent / temporary terminals / jetties / gangways with suitable floating material with accessories etc. in rivers, sea, backwaters, ports & inland waterways”;

and

Onshore Facilities: “Similar Works” means “Construction of permanent / temporary terminals, jetties etc. in rivers, sea, backwaters, ports etc.”

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

| Year | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 |
|------------------|---------------|---------------|---------------|---------------|---------------|
| Up-dation factor | 1.00 | 1.05 | 1.10 | 1.15 | 1.20 |

Note: To satisfy the qualification requirement under clause 2.2.2.2, 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 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 15% (Fifteen percent) of the Estimated Project Cost for the last 5 (five) financial years.

| Year | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 | Year-6* |
|------------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Up-dation factor | 1.00 | 1.05 | 1.10 | 1.15 | 1.20 | 1.25 |

**In case, the audited annual financial statements/accounts for the year-1 are not available and undertaking has been submitted duly endorsed by the statutory auditor is submitted then only year-6 will be considered.*

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 Deleted

2.2.2.5 Deleted.

2.2.2.6 Deleted.

2.2.2.7 Submission in support of Technical Capacity

- (i) The Bidder should furnish the details of similar 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 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 Clause 2.2.2.9 (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 becomes 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 familiarize 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 herein above 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 there under;
- (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 herein above 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 there under.

2.6.2 The Authority reserves the right to reject any BID 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 Performance Security, as damages and/or to debar the Bidder/Selected Bidder/Contractor from participating in the future projects of NHIDCL, for a period of one year, 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 and debarment from participating in the future projects of NHIDCL, for a period of one year, 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 Performance Security and/or debar the Contractor from participating in the future projects of NHIDCL, for a period of one year, 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
 - I. Bid Securing Declaration
 - II. Power of Attorney for signing of BID
 - III. Power of Attorney for Lead Member of Joint Venture
 - IV. Joint Bidding Agreement for Joint Venture
 - V. Integrity Pact Format
 - VI. Form of Bank Guarantee (For Performance Security)
 - VII. Format of LOA
 - VIII. Format of BOQ
 - IX. Format of Certificate of Net worth by Statutory Auditor.
 - X. Format of Certificate of Turn Over by Statutory Auditor.

Part –II

Agreement Document with schedules

Part – III

[Detailed Project Report provided by the authority (if any).]

2.7.2 The draft Agreement and the Detailed Project Report (if any) 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 Clause 1.3. 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 its responses 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, 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 Securing declaration, Copy of online receipt/ original Demand Draft 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, eligible projects 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-IX 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 Securing Declaration in the format at Appendix-II (to be submitted physically as well);
- (g) Copy of Online receipt towards payment of cost of BID/RFP document of required amount as mentioned in the Datasheet;

- (h) Deleted;
- (i) the Integrity Pact (IP) (Appendix-VI) 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) Appendix-IB (Letter comprising the Financial Bid) shall be submitted online along with Technical Bid.

Financial Bid

- (o) To be submitted online on GoI e-tendering portal (<https://eprocure.gov.in/cppp>) on or before Schedule time given in Data Sheet (The format of BOQ is attached as Appendix-IX).

2.11.2 The Bidder shall submit the following documents 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) Original BID Securing Declaration in the format at Appendix-II;
- (e) Copy of online receipt / original Demand Draft towards payment of cost of Bid/RFP document of required amount mentioned in the Datasheet;
- (f) Deleted;

- (g) the Original Integrity Pact (IP) (Appendix-VI) 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;
- 2.11.3 The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**BID for Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities at various locations on NW – 2 (Brahmaputra River) on EPC mode**” 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 2.11.1 of 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 be physically submitted on or before the deadline & Address given 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 Clause 2.11.4.

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

2.14.1.1 It 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). 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> and <https://nhidcl.com>

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 are 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 authorized 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 has to sign a Bid securing declaration accepting that if the bidder withdraw or modify its bid during the period of validity from the bid due date or if the bidder is awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request of the bid documents, the bidder will be debarred for participation in the tendering process for the works of NHIDCL and works under other Centrally Sponsored Scheme, for a period of one year from the bid due date of this work. The bid securing declaration shall be submitted as per the format at Appendix-II (Format for Bid Securing Declaration). A scanned copy of the Bid Securing Declaration shall be uploaded while applying to the tender.

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

2.20.3 Deleted.

2.20.4 The Authority shall be entitled to debar the Bidder from participating in the future projects of NHIDCL, for a period of one year, 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 Securing Declaration shall be given to any Bidder.

2.20.5 The Bidder may be debarred for a period of one year from participating in the future projects of NHIDCL, for causing loss of time 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 an irrevocable and unconditional guarantee issued by the Public Sector Banks or Scheduled Private Banks having the Net

Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is mentioned below. The Authority reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted.

| List of Scheduled Public Sector Banks | List of Private Sector Banks |
|--|-------------------------------------|
| 1. Bank of Baroda | 1. Axis Bank Ltd. |
| 2. Bank of India | 2. Bandhan Bank Ltd. |
| 3. Bank of Maharashtra | 3. CSB Bank Ltd. |
| 4. Canara Bank | 4. City Union Bank Ltd. |
| 5. Central Bank of India | 5. DCB Bank Ltd. |
| 6. Indian Bank | 6. Federal Bank Ltd. |
| 7. Indian Overseas Bank | 7. HDFC Bank Ltd. |
| 8. Punjab National Bank | 8. ICICI Bank Ltd. |
| 9. Punjab & Sind Bank | 9. Indusind Bank Ltd. |
| 10. State Bank of India | 10. IDFC First Bank Ltd. |
| 11. UCO Bank | 11. Jammu & Kashmir Bank Ltd. |
| 12. Union Bank of India | 12. Karnataka Bank Ltd. |
| | 13. Karur Vysya Bank Ltd. |
| | 14. Kotak Mahindra Bank Ltd. |
| | 15. Lakshmi Vilas Bank Ltd. |
| | 16. RBL Bank Ltd. |
| | 17. South Indian Bank Ltd. |
| | 18. Tamilnadu Mercantile Bank Ltd. |
| | 19. YES Bank Ltd. |
| | 20. IDBI Bank Ltd. |

(b) In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional 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 15% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be 10% of the Bid Price offered by the selected Bidder.

- ii. If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be 20% of the Bid Price offered by the Selected Bidder.
 - iii. This Additional Performance Security shall be treated as part of the 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 and the Selected Bidder/Contractor, as the case may be, shall be liable for debarment from the future projects of NHIDCL for a period of one year. 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; and in the presence of the Bidders who choose to attend. 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 Securing Declaration 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 and who quotes lowest price shall be declared as the selected Bidder (the “Selected Bidder”).
- 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, may withdraw the LOA and debar the selected bidder from participating in the future projects of NHIDCL for a period of One year, 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 Deleted.

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 debar the Selected Bidder from participating in the future projects of NHIDCL for a period of One year and forfeit & appropriate the 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
DATA SHEET

(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) | [19.02.2021] |
| 2. | Last date for receiving queries | [04.03.2021 at 1100 hrs] |
| 3. | Pre-BID meeting | [04.03.2021 at 1500 Hrs] |
| 4. | Authority response to queries latest by | [08.03.2021] |
| 5. | Last date of Request for BID Document | [18.03.2021 at 1100 HRS] |
| 6. | BID Due Date | [18.03.2021 up to 11.00 hrs] |
| 7. | Physical Submission of Bid Documents/POA etc. | [Before opening of financial bid] |
| 8. | Opening of Technical BIDs at venue 2.11.4 (i) | [19.03.2021 up to 11:30 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) | |
| 12. | Return of signed duplicate copy of LOA | |
| 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 : **11,800/- (Incl. of 18% GST)**
(Refer Clauses No. 1.2.4)

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

Name : Pankaj Grover
 Designation : General Manager (Tech)
 Address : 2nd floor, PTI Building, 4-Parliament Street, New Delhi.
 Phone : +91-11-23461647
 e-mail : (gm.infra@nhidcl.com)
 (Sanjeev.malik@gov.in)

4. Threshold Technical Capacity (Refer Clause 2.2.2.2(i)) : Deleted.

5 Data/Details for similar work (Technical Capacity) (Refer Clause No. 2.2.2.2 :

5.1 Definition : (2.2.2.2 (ii))

- a. Estimated Project Cost (Excl. GST) : Rs 9.41 Crore
 Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities
- b. Port/IWT/Floating Terminal (if any) : Site is available and will be provided by the Authority.
- (i) Overall Approximates Area of the proposed Terminal : As per specifications.
- (ii) Approximate Area of the Berthing Jetty and approach Trestle to be constructed :

6 Performance Security (Refer Clause No. 2.21.1) : Equal to 3% (three percent) of its Bid Price.

7. Financial Years :

| Sr. No | Year No. | Up-dation factor | Financial Year |
|--|----------|------------------|----------------|
| 1 | Year 1 | 1.00 | FY 2019-20 |
| 2 | Year 2 | 1.05 | FY 2018-19 |
| 3 | Year 3 | 1.10 | FY 2017-18 |
| 4 | Year 4 | 1.15 | FY 2016-17 |
| 5 | Year 5 | 1.20 | FY 2015-16 |
| Note: In case of more no. of years the upgradation factor will increase by 5%. | | | |

Guidance Note

Deleted.

APPENDIX -IA

IA LETTER COMPRISING THE TECHNICAL BID

(Refer Clause 2.1.4, 2.11 and 3.1.6)

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

Sub: BID for “[.....Name of the Work.....]”.

Dear Sir,

1. With reference to your RFP document dated xx/xx/2021, 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 IX 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 Ports, IWT Terminals, Expressways, National Highways, Infrastructure works, 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 Ports, Shipping & Waterways or 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 IWT Terminal 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 Securing Declaration to the Authority in accordance with the RFP Document.
21. The BID Securing Declaration in the prescribed format as per Appendix-II 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 of the
Authorised signatory)

Place:

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

Sub: BID for “[.....Name of the Work.....]”.

Dear Sir,

With reference to your RFP document dated xx/xx/2021, 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
Authorised signatory)

Place: Name & seal of Bidder/Lead Member:
Class III DSC ID of Authorised 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. Deleted.
- 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 Ports, IWT Terminals, 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 Ports, Shipping & Waterways or 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 Ports, IWT Terminals, Expressways, National Highways, ISC and EI works of Ministry of Ports, Shipping & Waterways or 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:

| Sl. No. | Categories of Non-Performer | Project 1 | Project 2 |
|---------|---|-----------|-----------|
| (i) | Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the Independent Engineer due to Authority's default; | | |
| (ii) | Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Authority; | | |

| Sl. No. | Categories of Non-Performer | Project 1 | Project 2 |
|----------------|---|------------------|------------------|
| (iii) | Physical progress on any project is not commensurate with the funds released (equity+ debt+grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects; | | |
| (iv) | Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items; | | |
| (v) | Fails to fulfil its obligations to maintain a project in a satisfactory condition inspite of two rectification notices issued in this behalf; | | |
| (vi) | Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects. | | |
| (vii) | Fails to make premium payments excluding the current instalment in one or more projects. | | |
| (viii) | Damages/Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects. | | |
| (ix) | 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). | | |
| (x) | Fails to submit the Performance Security within the permissible period in more than one project(s). | | |
| (xi) | Rated as an unsatisfactory performing entity/ non- performing entity by an independent third party agency and so notified on the website of the Authority. | | |

I/ We certify that the list is complete and covers all the projects of Ports, IWT Terminals, Expressways, National Highways, ISC and EI works of Ministry of Ports, Shipping & Waterways or 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

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 | Value of self-construction in Eligible Projects | |
| (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 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.*

*\$\$ 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.

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). Any error in determining the exchange rates in the Application may be corrected by the Employer.

¹⁴ The conversion rate of USD into Rupees shall be the daily representative exchange rates published by the a) 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. (b) In case the exchange rate is not published by Reserve Bank of India, then the “selling rate” of such currency shall be taken from the web site: <http://www.oanda.com>. (c) In case a particular currency rate is not available on the above website also, then the “mid-market” rate of such currency shall be taken from the following internet web site: <http://www.xe.com>.

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Annex-III

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 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 the certificate of Turn Over and Net Worth issued by Statutory Auditor as per the format given below:
 - (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 2.1.13.
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).

ANNEX-IV
Details of Eligible Projects

Deleted.

Appendix -IA

Annex-V

ANNEX-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant)

Ref.

Date:

To,
The 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.*

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Annex-VI

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. In Crore) |
|---------|--------|--|--------------------------------|--|
| 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:

$$\text{Rs.}_\text{Crore} \times (\text{Updation Factor as per Appendix}) = \text{Rs.}_\text{Crore}$$

(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):

| Sl. 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 contracts per Agreement /LOA ^β | Value of work completed | Balance value of work to be completed | Anticipated date of completion | Balance value of work at 2019-20/2019 price level |
|---------|-----------------------|--|--|---|--|-------------------------|---------------------------------------|--------------------------------|---|
|---------|-----------------------|--|--|---|--|-------------------------|---------------------------------------|--------------------------------|---|

^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.

| | | | | | | | | | |
|---|---|---|---|---|---------------------|---------------------|---------------------|---|---------------------|
| | | | | | 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.

.....

 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:

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Annex-VII

Annex-VII

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

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.
- (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

| Sl. 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 -IA

Annex-IX

Annex-IX

Details of Ongoing & Awarded (for which LOA has been issued) works in NHIDCL

(Ref Clause 2.1.15 of Section-2 of RFP)

| Sl. No. | Name of the work | Contract Price (Rs. Crore) | Date of issuance of LOA | Appointed Date | Original Scheduled completion date | Progress as on Date | Likely date of Completion |
|---------|------------------|----------------------------|-------------------------|----------------|------------------------------------|---------------------|---------------------------|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| | | | | | | | |

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

Name of the Bidder:

Signature of the Authorised Signatory:

Name of the Authorised Signatory:

Date:

Place:

APPENDIX – II

**Bid Securing Declaration
(Refer Clauses 2.20)**

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, **[Name of the bidder]** shall not be withdrawn or modified during the period of validity.

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 clause 2.21 of the Request for Proposal (RFP), then **[Name of the bidder]** will be debarred for participation in the tendering process for the works of NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work.

(Signature of the Authorised 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 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.*

APPENDIX-IV

**FORMAT FOR POWER OF ATTORNEY FOR
LEAD MEMBER OF JOINT VENTURE**

(Refer Clause 2.1.6)

Deleted.

APPENDIX V

**FORMAT FOR JOINT BIDDING AGREEMENT
FOR JOINT VENTURE**

(Refer Clause 2.1.11)

(To be executed on Stamp paper of appropriate value)

Deleted.

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 _____ 2021.

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 or 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 nonsubmission 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 Article-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 anti corruption/ 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 Sh. Subhash Chandra , IAS (Retd.) as 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):

Appendix-VII

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 construction of [name of the Project] (hereinafter called the “Contract”)

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

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

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 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 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 operable 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

[§] 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.

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, 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 SYNB0009062 |
| 4 | Beneficiary Bank Branch Name | Transport Bhawan, New Delhi |
| 5 | Beneficiary Bank Address | Canara Bank (erstwhile Syndicate 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-VIII

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: {project description}- 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 {project description}, 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.

2. 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.
3. 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.

4. 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) days time period, the award shall be deemed to be cancelled and/or you will be debarred from participating in the future projects of NHIDCL, for a period of one year.

Yours faithfully,

{ authorized signatory }

“Accepted by
(Name of the Authorized Person)
(Name of the bidder)
Seal of the bidder”

Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel Pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities at various locations on NW – 2 (Brahmaputra River) on EPC mode.

Feb 2021

Appendix-IX

Format of BOQ



Item Rate BoQ

| Tender Inviting Authority: National Highways & Infrastructure Development Corporation Limited (NHIDCL) | | | | | | |
|--|---------------------|-------------|----------|--|--------------------------------------|------------------------------------|
| Name of Work: Design, Construction, Supply, Transportation, Installation, Testing and Commissioning of Steel Pontoons and Gangways using suitable Steel Enveloped HDPE / FRP floating material for providing floating Terminal facilities at various locations on NW – 2 (Brahmaputra River) on EPC mode. | | | | | | |
| 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 relevant 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 (2019-2020) | |
| 2 | Year 2 (2018-2019) | |
| 3 | Year 3 (2017-2018) | |
| 4 | Year 4 (2016-2017) | |
| 5 | Year 5 (2015-2016) | |

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: