



**National Highways & Infrastructure Development
Corporation Ltd.
(A Government of India Undertaking)**

**Asian Development Bank funded
SASEC Road Connectivity Investment Program Tranche III (SRCIPIII)
(Project Number: P-____-IND)**

BIDDING DOCUMENT

Procurement of Works

**Widening and Improvement of Imphal-Moreh section from Km 395.680 to Km
425.411 to Two (2) lane with paved shoulders on NH-39 in the State of
Manipur (Package-3) on EPC mode under ADB (SASEC) loan**

Issued on: 25.11.2019

Invitation for Bids No.: 2019_NHIDC_521793_1

ICB No.: NHIDCL/IM-NH39/SASEC (ADB)/CP III/

Employer: National Highways & Infrastructure Development Corporation Ltd.
(NHIDCL)

Country: India

Preface

This Bidding Document for the Procurement of Works has been prepared by National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) and is based on the Standard Bidding Document for the Procurement of Works (SBD Works) issued by the Asian Development Bank dated June 2018.

ADB's *SBD Works* has the structure and the provisions of the Master Procurement Document entitled "Bidding Documents for the Procurement of Works", prepared by multilateral development banks and other public international financial institutions, except where ADB-specific considerations have required a change.

Table of Contents - Summary Description

PART I BIDDING PROCEDURES

Section 1 - Instructions to Bidders (ITB) ----- 1-1

This Section specifies the procedures Bidders should follow when preparing and submitting their Bids. Information is also provided on the submission, opening, evaluation of bids, and on the award of contract.

Section 2 - Bid Data Sheet (BDS) ----- 2-1

This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders.

Section 3 - Evaluation and Qualification Criteria (EQC) ----- 3-1

This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section 4 - Bidding Forms (BDF) ----- 4-1

This Section contains the forms which are to be completed by the Bidder and submitted as part of its Bid.

Section 5 - Eligible Countries (ELC) ----- 5-1

This Section contains the list of eligible countries.

PART II REQUIREMENTS

Section 6 - Employer's Requirements (ERQ) ----- 6-1

This Section contains the Specifications, Drawings, and Supplementary Information that describe the Works to be procured, Personnel Requirements, and Equipment Requirements.

PART III ENGINEERING PROCUREMENT AND CONSTRUCTION (EPC) CONTRACT AND CONTRACT FORMS WITH MODIFICATIONS IN CONSULTATION WITH ADB

Section 1: Instructions to Bidders

This Section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, evaluation of bids, and award of contract.

Table of Contents

A. General	1-Error! Bookmark not defined.
1. Scope of Bid.....	1-Error! Bookmark not defined.
2. Source of Funds.....	1-Error! Bookmark not defined.
3. Fraud and Corruption.....	1-Error! Bookmark not defined.
4. Eligible Bidders	1-Error! Bookmark not defined.
5. Eligible Materials, Equipment, and Services.....	1-Error! Bookmark not defined.
B. Contents of Bidding Document	1-Error! Bookmark not defined.
6. Sections of Bidding Document.....	1-Error! Bookmark not defined.
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.....	1-Error! Bookmark not defined.
8. Amendment of Bidding Document	1-9
C. Preparation of Bids	1-9
9. Cost of Bidding.....	1-9
10. Language of Bid.....	1-Error! Bookmark not defined.
11. Documents Comprising the Bid	1-10
12. Letters of Bid and Schedules	1-10
13. Alternative Bids	1-10
14. Bid Prices and Discounts	1-11
15. Currencies of Bid and Payment	1-12
16. Documents Comprising the Technical Proposal.....	1-13
17. Documents Establishing the Qualifications of the Bidder	1-Error! Bookmark not defined.
18. Period of Validity of Bids	1-Error! Bookmark not defined.
19. Bid Security/Bid-Securing Declaration	1-13
20. Format and Signing of Bid	1-15
D. Submission and Opening of Bids.....	1-15
21. Sealing and Marking of Bids	1-15
22. Deadline for Submission of Bids	1-16
23. Late Bids	1-16
24. Withdrawal, Substitution, and Modification of Bids	1-16
25. Bid Opening	1-17

E. Evaluation and Comparison of Bids.....	1-19
26. Confidentiality.....	1-19
27. Clarification of Bids	1-19
28. Deviations, Reservations, and Omissions	1-19
29. Examination of Technical Bids.....	1-19
30. Responsiveness of Technical Bids	1-20
31. Nonmaterial Nonconformities.....	1-20
32. Qualification of the Bidder.....	1-21
33. Subcontractors	1-21
34. Correction of Arithmetical Errors.....	1-21
35. Conversion to Single Currency	1-22
36. Domestic Preference	1-22
37. Evaluation and Comparison of Price Bids	1-22
38. Abnormally Low Bids.....	1-23
39. Unbalanced or Front-Loaded Bids	1-23
40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	1-24
41. Notice of Intention for Award of Contract.....	1-24
F. Award of Contract	1-24
42. Award Criteria	1-24
43. Notification of Award	1-24
44. Signing of Contract	1-25
45. Performance Security	1-25
46. Bidding-Related Complaints	1-25

A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of the open competitive bidding (OCB) are provided in the BDS.

1.2 Throughout this Bidding Document,

(a) the term "in writing" means communicated in written form and delivered against receipt;

(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and

(c) "day" means calendar day.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

2.2 Payments by the ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.

3. Fraud and Corruption

3.1 ADB's Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the

actions of a party;

- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
 - (vii) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB's contractual rights of audit or inspection or access to information; and
 - (viii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed,-administered, or -supported activities or to benefit from an ADB-financed,-administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 All Bidders, consultants, contractors, suppliers, and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.

3.4 The Employer hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part)

by a person or entity subject to applicable sanctions.

3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 1.15 and 15.6 of the Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,

(a) all partners shall be jointly and severally liable; and

(b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:

(a) they have controlling shareholders in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)-(d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or

- (f) a Bidder, Joint Venture partner, associates, parent company, or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract; or
- (h) a Bidder would be providing goods, works, or non consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm.

4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.

4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.

4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid-Securing Declaration.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.8 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

4.9 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

5. Eligible Materials, Equipment and Services

5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART I Bidding Procedures

- Section 1 - Instructions to Bidders (ITB)
- Section 2 - Bid Data Sheet (BDS)
- Section 3 - Evaluation and Qualification Criteria (EQC)
- Section 4 - Bidding Forms (BDF)
- Section 5 - Eligible Countries (ELC)

PART II Requirements

- Section 6 - Employer’s Requirements (ERQ)

PART III Conditions of Contract and Contract Forms

- Section 7 - General Conditions of Contract (GCC)
- Section 8 - Particular Conditions of Contract (PCC)
- Section 9 - Contract Forms (COF)

- 6.2 The IFB issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
 - 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
 - 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
 - 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
 - 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
 - 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
 - 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
 - 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2
- C. Preparation of Bids**
- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the

bidding process.

- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
 - (c) alternative Bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;
 - (f) Technical Proposal in accordance with ITB 16; and
 - (g) any other document required in the BDS.
- 11.3 The Price Bid shall comprise the following:
- (a) Letter of Price Bid;
 - (b) completed Price Schedules, in accordance with ITB 12 and ITB 14;
 - (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13; and
 - (d) any other document required in the BDS.
- 11.4 In addition to the requirements under ITB 11.2, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.
- 12. Letters of Bid and Schedules** 12.1 The Letters of Technical Bid and Price Bid, and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall

be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.

13. Alternative Bids

- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 The prices shall be either fixed or adjustable as specified in the BDS.
- (a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as nonresponsive and rejected.
- (b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to

reflect changes in the cost elements such as labor, material, transport, and contractor's equipment in accordance with the provisions of the Conditions of Contract. A Bid submitted with a fixed price will be treated as nonresponsive and be rejected. The Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings. Any bid that omits indexes and weightings shall be subject to clarification with the Bidder.

- 14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

- 15.1 The unit rates and the prices shall be quoted by the Bidder entirely in the currency specified in the BDS.
- 15.2 Bidders shall indicate the portion of the bid price that corresponds to expenditures incurred in the currency of the Employer's country in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).
- 15.3 Bidders expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country and wishing to be paid accordingly may indicate the other currencies in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).
- 15.4 The rates of exchange to be used by the Bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date 28 days prior to the deadline for submission of bids published by the source specified in the BDS. If exchange rates are not so published for certain currencies, the Bidder shall state the rates used and the source. Bidders should note that for the purpose of payments, the exchange rates confirmed by the source specified in the BDS as the selling rates prevailing 28 days prior to the deadline for submission of Bids shall apply for the duration of the Contract so that no currency exchange risk is borne by the Bidder.
- 15.5 Foreign currency requirements indicated by the Bidders in the Schedule of Payment Currencies shall include but not limited to the

specific requirements for

- (a) expatriate staff and labor employed directly on the Works;
- (b) social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses;
- (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
- (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
- (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
- (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.

15.6 Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Payment Currencies are reasonable and responsive to ITB 15.3 above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.

15.7 Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Subclause 14.15 of the Conditions of Contract. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.

**16. Documents
Comprising the
Technical
Proposal**

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

**17. Documents
Establishing the
Qualifications of
the Bidder**

17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

17.2 Domestic Bidders, individually or in Joint Ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 36.

**18. Period of Validity
of Bids**

18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 28 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

19. Bid Security/Bid-Securing Declaration

19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.

19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed.

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee,
- (b) an irrevocable letter of credit,
- (c) a cashier's or certified check, or
- (d) SWIFT message in the form of MT760.

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to **ITB 45**.

19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid Securing Declaration

executed, if

- (a) notwithstanding ITB 24.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or
- (b) the successful Bidder fails to
 - (i) sign the Contract in accordance with ITB 44;
 - (ii) furnish a performance security in accordance with ITB 45;
 - (iii) accept the arithmetical correction of its Bid in accordance with ITB 34; or
 - (iv) furnish a domestic preference security, if so required.

19.8 If the bid security is required as per ITB 19.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 19.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period as stated in the Employer's request shall cause the rejection of the Bid. If either the Letter of Technical Bid or Letter of Price Bid or Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the

Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 Bidders may always submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Procedures for submission, sealing, and marking are as follows:

- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID," "ORIGINAL - PRICE BID," and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative Bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.5.
- (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with BDS 22.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1.

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.

21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7.

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION”; and

(b) received by the Employer no later than the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the Technical Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

25.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to

request the substitution and is read out and recorded at bid opening.

25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 25.1.

25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a bid security or Bid-Securing Declaration, if required; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.

25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.

25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.

25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the

address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the Bid Prices, including any discounts and alternative offers; and
- (d) any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Bill of Quantities are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Price Bids.

25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to

confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 34.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

29. Examination of Technical Bids

29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.

29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Letter of Technical Bid;
- (b) written confirmation of authorization to commit the Bidder;
- (c) Bid Security or Bid-Securing Declaration, if applicable; and
- (d) Technical Proposal in accordance with ITB 16.

30. Responsiveness of Technical Bid

30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or omission.

30.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31. Nonmaterial Nonconformities

31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

32. Qualification of the Bidder

32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors (other than Specialist Subcontractors if permitted in ITB 33.2 of the Bidding document), or any other firm(s) different from the Bidder.

32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Employer reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 15.2(e). A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.

33. Subcontractors

33.1 Unless otherwise stated in the BDS, the Employer does not intend for the contractor to execute any specific elements of the Works through

nominated subcontractors.

33.2 If subcontractors are proposed for any of the key activities listed in Section 3 (Evaluation and Qualification) Criteria 2.4.2, they shall be considered as “Specialist Subcontractors” and shall meet qualification requirements for the relevant key activities.

**34. Correction of
Arithmetical
Errors**

34.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.
- (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.

34.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its Bid-Securing Declaration executed.

**35. Conversion to
Single Currency**

35.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

**36. Domestic
Preference**

36.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

**37. Evaluation and
Comparison of
Price Bids**

37.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

37.2 To evaluate the Price Bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 34.1;
- (c) price adjustment due to discounts offered in accordance with ITB

14.4;

- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 35;
- (e) adjustment for nonmaterial nonconformities in accordance with ITB 31.3;
- (f) assessment whether the bid is abnormally low in accordance with ITB 38; and
- (g) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

37.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

37.5 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid price, in accordance with ITB 37.2.

38. Abnormally Low bids

38.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

38.2 When the offered bid price appears to be abnormally low, the Employer shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
- (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid.

38.3 With regard to ITB 38.2 (b) above, the Employer will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the works, equipment or services proposed.

38.4 After examining the explanation given and the detailed price analyses

presented by the bidder, the Employer may:

- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
- (b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or
- (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.

39. Unbalanced or Front-Loaded Bids

39.1 If the Bid, which results in the lowest evaluated Bid Price, is seriously unbalanced or front-loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed, as well as the pricing and sources of materials, equipment and labor.

39.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

- (a) accept the Bid; or
- (b) accept the Bid, but require that the total amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract subject to ITB 45.2; or
- (c) reject the Bid and make a similar determination for the next ranked bid.

40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

40.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

41. Notice of Intention for Award of Contract

41.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

F. Award of Contract

42. Award Criteria

42.1 The Employer shall award the Contract to the Bidder whose offer has been determined in line with ITB 37 to ITB 39 above to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform

the Contract satisfactorily.

43. Notification of Award

43.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 41.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Employer shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted.

43.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

43.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

43.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable and the following information:

- (a) name of each Bidder who submitted a Bid;
- (b) bid prices as read out at bid opening;
- (c) name and evaluated prices of each Bid that was evaluated;
- (d) name of Bidders whose bids were rejected and the reasons for their rejection; and
- (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

44. Signing of Contract

44.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

44.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

45. Performance Security

45.1 Within 28 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 38 and ITB 39, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the institution issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.

45.2 Failure of the successful Bidder to submit the abovementioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

45.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

46. Bidding-Related Complaints

46.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

Section 2 - Bid Data Sheet

This Section consists of provisions that supplement the information or requirements included in Section 1 - Instructions to Bidders. It also include modification to ITB Clauses required to adapt to the e-procurement platform being used.

A. General

ITB 1.1	The number of the Invitation for Bids is: _____
ITB 1.1	The Employer is: National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), a Government of India Undertaking
ITB 1.1	<p>The name of the international competitive bidding (ICB) is:</p> <p>Widening and Improvement of Imphal-Moreh section from Km 395.680 to Km 425.411 to Two (2) lane with paved shoulders on NH-39 in the State of Manipur (Package-3) on EPC mode under ADB (SASEC) loan</p> <p>The identification number of the ICB is: NHIDCL/IM-NH39/SASEC (ADB)/CP III/_____</p> <p>The number and identification of lots comprising this ICB is: None</p>
ITB 2.1	The Borrower is: Government of India
ITB 2.1	<p>The name of the Project is:</p> <p>SASEC Road Connectivity Investment Program – Tranche III</p>
ITB 3.2	<p>Replace as below:</p> <p>Furthermore, Bidders shall be aware of the provision stated in Clause 3.9 of the Conditions of Contract in Part III.</p>

B. Contents of Bidding Documents

ITB 6.1	<p>Replace Clause 6.1 with the following:</p> <p>6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any</p>
----------------	---

	<p>Addenda issued in accordance with ITB 8.</p> <p>PART I Bidding Procedures Section 1 - Instructions to Bidders (ITB) Section 2 - Bid Data Sheet (BDS) Section 3 - Evaluation and Qualification Criteria (EQC) Section 4 - Bidding Forms (BDF) Section 5 - Eligible Countries (ELC)</p> <p>PART II Requirements Section 6 - Employer’s Requirements (ERQ)</p> <p>PART III ENGINEERING PROCUREMENT AND CONSTRUCTION (EPC) CONTRACT AND CONTRACT FORMS WITH MODIFICATIONS IN CONSULTATION WITH ADB</p>
<p>ITB 6.3</p>	<p>Replace Clause 6.3 with the following:</p> <p>6.3 The Employer is not responsible for the completeness of the Bidding Document and their addenda, if they were not obtained directly from the source stated by the Employer in the IFB. The complete BID document can be viewed / downloaded by the Bidder from both BIMS portal https://bims.gov.in/ and e-procurement portal of NIC https://eprocure.gov.in or can be viewed at official website of NHIDCL i.e. http://www.nhidcl.com as mentioned in critical date sheet in the IFB. For accessing/purchasing of BID Documents:</p> <p>(i) It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) with signing & encryption facility (in the name of person who will sign the proposal) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-tendering at https://bims.gov.in/ and https://eprocure.gov.in. DSC should be in the name of the authorized signatory as authorized in the Format for Power of Attorney for signing of BID in Section 4 – Bidding Forms. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable). Please ensure the submission of document certifying the class III DSC.</p> <p>(ii) To participate in the E-Bid submission, it is mandatory for the bidders to</p>

	<p>register their firm/ Joint Venture with both in BIMS portal https://bims.gov.in/ and e-procurement portal of NIC https://eprocure.gov.in to have a user ID & password.</p> <p>Following may kindly be noted:</p> <p>(a) Registration with BIMS portal https://bims.gov.in/ and e-procurement portal of NIC https://eprocure.gov.in should be valid at least up to the date of submission of BID.</p> <p>(b) BIDs can be submitted only during the validity of registration.</p> <p>c) The amendments / clarifications to the BID document, if any, will be hosted on the BIMS portal https://bims.gov.in/, e-procurement portal and NHIDCL website.</p> <p>d) If the firm / Joint Venture is already registered with e-tendering service provider of BIMS portal https://bims.gov.in/ and NIC https://eprocure.gov.in and validity of registration is not expired the firm / Joint Venture is not required a fresh registration.</p> <p>e) The complete BID document can be viewed / downloaded by the Bidder from BIMS portal https://bims.gov.in/ and e-procurement portal of NIC https://eprocure.gov.in from 25.11.2019 to 10.01.2020 (upto 17.00 Hrs IST).</p> <p>(iii) To participate in e- bidding, Bidders have to pay Rs 40,000/- (Rupee Forty thousand only) in the form of Demand Draft issued by a ‘Scheduled Bank’ as per Reserve Bank of India Act 1934 or a reputable bank located outside India in favor of Managing Director, National Highways and Infrastructure Development Corporation Limited, payable at “New Delhi” towards the cost of Bid document (non-refundable) and BID Security is also to be furnished by the bidder as specified in Clause 19.3.</p>
<p>ITB 7.1</p>	<p>For clarification purposes the Employer’s contact is BOTH through the BIMS portal https://bims.gov.in/ and e- tendering portal https://eprocure.gov.in.</p> <p>Clarifications sought from the prospective Bidder and response thereto will be uploaded on the e-tendering portal without identifying the source.</p> <p>The deadline for online submission of clarification sought is on 20.12.2019 upto 1100 Hrs IST.</p>

<p>ITB 7.4</p>	<p>A Pre-Bid meeting will take place.</p> <p>Pre-BID Meeting: The prospective Bidder’s designated representative is invited at the Bidder’s cost to attend a pre-BID meeting: Date:23.12.2019, Time:1100 hours IST Venue: NHIDCL, Head Office, PTI Building 3rd floor, Parliament Street, New Delhi.</p> <p>During this pre-BID meeting, prospective Bidder’s may request clarification of the project requirement or any other aspects of the Bidding Document.</p> <p>Minutes of the pre-BID meeting, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be hosted on BIMS portal https://bims.gov.in/ . Any modification to the Bidding Document that may become necessary as a result of the pre-BID meeting shall be made by the Employer exclusively through the use of an Addendum pursuant to ITA 8. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p> <p>A site visit conducted by the Employer will not be organized. However, it is presumed that all prospective bidders have undertaken site visit to adequately familiarize themselves at their own cost before submitting the bid.</p>
<p>ITB 7.6</p>	<p>Replace the Clause with the following</p> <p>Minutes of the pre-BID meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be hosted on e-tendering platform, where the tender is published online. Any modification to the Bidding Document that may become necessary as a result of the pre-BID meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting,</p>
<p>ITB 8.2</p>	<p>Replace Clause 8.2 with the following:</p>

	<p>Any Addendum issued shall be part of the Bidding Document and shall be published on e-tendering portal, where the tender is published online.</p> <p>The onus is on the bidder to visit the e-tendering portal to learn about the addendum and to submit its response as per the addendum published.</p>
--	---

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.2 (b)	<p>Replace Clause 11.2 (b) with the following:</p> <p>Bidders shall upload a scanned copy of the Bid Security online in the e-tendering portal as pre-requisite for bid submission. The corresponding original document shall be submitted at the Employer’s address indicated in the BDS before the date and time specified in the e-tendering portal for opening of the tender.</p>
ITB 11.2 (g)	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <p>(a) Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed.</p> <p>(b) Copies of Applicant’s duly audited balance sheet and profit and loss statement for preceding 5 Years.</p> <p>(c) An undertaking from the person having Power of Attorney for signing the BID that they agree and abide by the Bid documents uploaded by NHIDCL and amendments uploaded, if any</p> <p>(d) Demand Draft for Rs 40,000/- (Rupee Forty thousand only) issued by a ‘Scheduled Bank’ as per Reserve Bank of India Act 1934 or a reputable bank located outside India in favour of “Managing Director, National Highways and Infrastructure Development Corporation Limited, New Delhi” payable at “New Delhi” towards the cost of Bid document (non-refundable).</p> <p>The above documents shall be submitted electronically through https://bims.gov.in/ and https://eprocure.gov.in including the copy of demand draft, however, the Demand Draft to be submitted physically.</p>
ITB 11.3 (b)	Not applicable

ITB 11.4	Format for Joint Bidding Agreement for Joint Venture (Annexure-I)
ITB 13.1	Alternative Bids Shall not be permitted.
ITB 13.2	Alternative times for completion Shall not be permitted.
ITB 13.4	EPC Contract modality is being followed. Subject to the requirements in the relevant schedules and specifications, the bidder is expected to provide its design.
ITB 14.2	Not Applicable.
ITB 14.3	Not Applicable.
ITB 14.4	Not Applicable.
ITB 14.5	The prices quoted by the Bidder shall be: subject to adjustment during the performance of the Contract in accordance with the provisions of the conditions of contract. The indices shall be taken for this purpose as provided in the conditions of contract.
ITB 15.1	The price shall be quoted in Indian Rupees (INR) .
ITB 15.4	The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by: The Reserve Bank of India
ITB 18.1	The bid validity period shall be 120 days .
ITB 19.1	A Bidder is required to submit a “ Bid Securing Declaration ” duly signed by the authorized signatory as per the attached Bid Securing Declaration format.
ITB 19.2	The ineligibility period will be: 1 year

<p>ITB 19.3</p>	<p><i>Clause Changed as:</i></p> <p>The Bid Security shall be, in the following form, valid up to 11.07.2020</p> <p>“The bidder has to sign a Bid securing declaration accepting that if the bidder withdraw or modify its bid during the period of validity i.e. not less than 180 (one hundred eighty) days 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 for bid documents, the bidder will be suspended for participation in the tendering process for the works of MoRTH/NHAI/ NHIDCL and works under other Centrally Sponsored Schemes, 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)”.</p>
<p>ITB 19.4</p>	<p>Any bid not accompanied by Bid securing declaration the bid security shall be rejected by the Employer as nonresponsive.</p>
<p>ITB 20.1</p>	<p>Replace Clause 20.1 with the following:</p> <p>20.1 The Bidder shall provide all the information sought under this Bidding document except price bid. The NHIDCL will evaluate only those BIDs that are received online in the required formats and complete in all respects as specified in Clause 21.1. The Bidder shall also submit documents supporting the BID physically as specified in Clause 21.2. The financial bid shall be submitted online only. It should be noted that the financial bid shall be evaluated, considering financial figures filled-in in the prescribed format only available on www.eprocure.gov.in (CPP Portal)</p>
<p>ITB 20.2</p>	<p>Replace Clause 20.2 with the following:</p> <p>20.2 The BID and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink.</p> <p>All the alterations, omissions, additions or any other amendments made to the BID shall be signed or initialed by the person(s) signing the BID.</p>

	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney as per the format given in Section 4, authorizing the signatory of the BID to commit the Bidder. In case the Bidder is a Joint Venture, the Members thereof should furnish a Power of Attorney in favor of the Lead Member in the format given in Section 4.</p> <p>If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.</p>
<p>ITB 20.2</p>	<p>The Bidder shall submit an acceptable authorization within Fourteen (14) Calendar days.</p>

D. Submission and Opening of Bids

<p>ITB 21</p>	<p>Replace the entire Clause 21 with the following:</p> <p>21.1 The Bidder shall submit the BID (Technical Bid and Price Bid) online. However, the following supporting scanned documents as mentioned below are to be submitted along with technical bid only.</p> <p>(a) BID in the format specified at Letter of Technical Bid and letter of Price Bid mentioned in Section 4.</p> <p>(b) Power of Attorney for signing the BID as per format given in Section 4;</p> <p>(c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format in Section 4 of RFP;</p> <p>(d) Bidders Qualification information as per formats given in Section 4</p> <p>(e) Copy of BID Securing Declaration as specified in ITB 19.3</p> <p>(f) Copy of Cost of bid document of Rs 40,000/- (Rs. Forty Thousand only) in the form of Demand Draft issued by a ‘Scheduled Bank’ as per Reserve Bank of India Act 1934 or a reputable bank located outside India in favour of “Managing Director”, National Highways and Infrastructure Development Corporation Limited;” payable at “New Delhi”</p> <p>(g) An undertaking from the person having Power of Attorney for signing the BID that they agree and abide by the Bid documents uploaded by NHIDCL and amendments uploaded, if any.</p>
----------------------	---

21.2 The documents **supporting the Technical Bid shall be submitted physically** in a separate envelope marked as “Enclosures of the Technical BID”.

The documents shall include:

(a) Following documents be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialed in ink blue by the authorized signatory of the bidder.

i. Bidders Qualification information as per formats given **in Section 4**

ii. Power of Attorney for signing the Application as per the format **in Section 4**;

iii. if applicable, Power of Attorney for Lead Member of Joint Venture as per the format **in Section 4** of RFP;

iv. BID Securing Declaration

v. Cost of bid document of Rs 40,000/- (Rs. Forty Thousand only) in the form of Demand Draft issued by a ‘Scheduled Bank’ as per Reserve Bank of India Act 1934 or a reputable bank located outside India in favour of Managing Director, National Highways and Infrastructure Development Corporation Limited, New Delhi” payable at “New Delhi”

vi. An undertaking from the person having Power of Attorney for signing the BID that they agree and abide by the Bid documents uploaded by NHIDCL and amendments uploaded, if any.

(b) Cost of **bid document of Rs 40,000/- (Rs. Forty Thousand only)** in the form of Demand Draft issued by a ‘Scheduled Bank’ as per Reserve Bank of India Act 1934 or a reputable bank located outside India in favor of Managing Director, National Highways and Infrastructure Development Corporation Limited, New Delhi” payable at “New Delhi”.

“The Bidder shall take due precaution to upload technical bid documents and price bid document onto the respective envelopes defined in the e-Tendering platform.”

21.3 Deleted

21.4 The two envelopes specified in Clauses 21.2 (a); 21.2(b) shall be placed in an outer envelope (in Physical form), which shall be sealed. Each of the three envelopes shall clearly bear the identification “BID for the “**Development of Imphal – Moreh Section of NH 39 from Km 395.680 to Km 425.411 in the State of Manipur (Contract Package III)**” 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 each of the envelopes.
ITB 22.1	<p>The BID submission is through the BIMS portal https://bims.gov.in/ and e-tendering portal https://eprocure.gov.in as specified in Clause 21.1 and the documents supporting the BID documents to be submitted physically as specified in Clause 21.2.</p> <p>“The Bidder shall submit its bid before expiry of the date and time for bid submission as specified in the e-Tendering platform. The system will automatically lock the tender as per the server clock. The Time followed in the portal is as per Indian Standard Time (IST) which is GMT +5:30.”</p> <p>For submitting documents supporting the BID as specified in Clause 21.2, the Employer’s address is:</p> <p>ATTN. OF: Mr. M S Deol, DESIGNATION: GM (Tech) ADDRESS: National Highways and Infrastructure Development Corporation Limited 3rd Floor, PTI Building, 4, Parliament Street, New Delhi-110001 Tele Phone: 011-23461629</p> <p>E-MAIL ADDRESS: mohan.sd@gov.in , gmt2@nhidcl.com</p> <p>The deadline for bid submission - online (Clause 21.1) and supporting documents is: Date: 10.01.2020 Time: 1700 hrs</p> <p>The deadline for bid submission - Physically only Technical (Clause 21.2) and supporting documents is: Date: 13.01.2020 Time: 1500 hrs</p> <p>In the event of the specified date of the bid submission/opening being declared a holiday for the employer, the bids shall be received and opened at the same time and place on the next working day.</p> <p>The Summary of key dates is as follows :</p> <ul style="list-style-type: none"> • Uploading of documents on website • Time and Date of Pre-Bid meeting • Submit Bids online

	<ul style="list-style-type: none"> • Physical Submission of Bid supporting documents as in Clause 21.2 • Opening of the Technical Bid <p>After evaluation of the technical bids, only successful bidders will be called for the opening of Financial bids. The financial bid shall be evaluated, considering financial figures filled-in in the prescribed format only available on www.eprocure.gov.in (CPP Portal).</p>
<p>ITB 24</p>	<p>Replace Clauses 24.1 and 24.2 with the following:</p> <p>24.1 The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date and Time. For modification of e-BID, bidder has to detach its old BID from e-tendering portal (eprocure.gov.in) and upload / resubmit digitally signed modified BID. For withdrawal of BID, bidder has to click on withdrawal icon at e-tendering 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.</p> <p>24.2 Any documents submitted by the bidder who withdraw the bid in accordance with ITB 24.1 shall be returned unopened to the Bidders</p>
<p>ITB 25.1</p>	<p>Add the following:</p> <p>The bid opening shall take place at: Conference Room of National Highways and Infrastructure Development Corporation Limited 3rd Floor, PTI Building, 4, Parliament Street, New Delhi-110001</p> <p>Date: : 13.01.2020 , Time: 1500 hrs</p> <p>Electronic bid opening procedure shall be as follows:</p> <p>The NHIDCL shall open the BIDs received physically and online at the time specified on the BID Due Date, at the place specified in Clause 25.1 and in the presence of the Bidders who choose to attend. The NHIDCL shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening. Only those physically received Envelopes shall be</p>

	<p>considered, whose E-BIDs has been received under e- procurement. For electronic bid submission, the envelope containing Technical Bid shall be opened only after physical verification of cost of ICB documents (demand draft as per ITB 21.2 (b)) and Bid Security (as per 19.3 and form in Section 4). In the absence of any of the above documents, the bid shall be rejected by the Employer as non-responsive.</p>
ITB 25.5	The Letter of Technical Bid shall be initialed by at least two representatives of the Employer attending Bid opening.
ITB 25.10	Initials not required.

E. Evaluation and Comparison of Bids

ITB 30.1	<p>Replace Clauses 30.1 with the following: 29.3 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB11. A BID shall be considered responsive only if:</p> <ul style="list-style-type: none"> (a) BID is received online as per the format of Letter of the Technical Bid and Letter of Price Bid mentioned in Section 4; (b) ‘Enclosures of the BID’ is received physically and online by the BID Due Date; (c) it is signed, sealed and marked as stipulated in clauses 21; (d) it is accompanied by the BID Security as specified in Clause 19 and in the format in Section 4; (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 21; (f) it contain all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified); (g) it does not contain any condition or qualification; and (h) it is qualified as per qualification criteria. <p>In case of discrepancies between on line and physical submissions of supporting documents as required in ITB 21, the BID shall be rejected.</p>
ITB 34.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees (INR).</p> <p>The source of selling exchange rate shall be: Reserve Bank of India</p>

National Highways & Infrastructure Development Corporation Ltd.

	The date for the selling exchange rate shall be: 28 days prior to date of bid submission.
ITB 35.1	A margin of preference shall not apply.

Section 3: Evaluation and Qualification Criteria

- Without Prequalification -

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 32 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Table of Criteria

1.	Evaluation	3-Error! Bookmark not defined.
	1.1 Adequacy of Technical Proposal	3-Error! Bookmark not defined.
	1.2 Completion Time	3-Error! Bookmark not defined.
	1.3 Technical Alternatives	3-Error! Bookmark not defined.
	1.4 Specialist Subcontractors	3-Error! Bookmark not defined.
	1.5 Quantifiable Nonconformities and Omissions	3-Error! Bookmark not defined.
	1.6 Domestic Preference	3-Error! Bookmark not defined.
	1.7 Other Criteria	3-Error! Bookmark not defined.
	1.8 Multiple Contracts	3-3
2.	Qualification.....	3-Error! Bookmark not defined.
	2.1 Eligibility.....	3-Error! Bookmark not defined.
	2.1.1 Nationality	3-Error! Bookmark not defined.
	2.1.2 Conflict of Interest	3-Error! Bookmark not defined.
	2.1.3 ADB Eligibility.....	3-Error! Bookmark not defined.
	2.1.4 Government-Owned Enterprise	3-Error! Bookmark not defined.
	2.1.5 United Nations Eligibility	3-Error! Bookmark not defined.
	2.2 Historical Contract Nonperformance	3-Error! Bookmark not defined.
	2.2.1 History of Nonperforming Contracts	3-Error! Bookmark not defined.
	2.2.2 Suspension Based on Bid-Securing Declaration	3-Error! Bookmark not defined.
	2.2.3 PendingLitigation and Arbitration.....	3-Error! Bookmark not defined.
	2.3 Financial Situation.....	3-Error! Bookmark not defined.
	2.3.1 Historical Financial Performance	3-Error! Bookmark not defined.
	2.3.2 Average Annual Construction Turnover.....	3-Error! Bookmark not defined.
	2.3.3 Financial Resources	3-Error! Bookmark not defined.
	2.4 ConstructionExperience	3-Error! Bookmark not defined.
	2.4.1 Contracts of Similar Size and Nature.....	3-8
	2.4.2 Construction Experience in Key Activities	3-9

1. Evaluation

In addition to the criteria listed in ITB 37.2 (a)–(f), other relevant factors are as follows:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

Non-compliance with equipment and personnel requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection and such non-compliance will be subject to clarification during bid evaluation and rectification prior to contract award.

1.2 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: Not Applicable

1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: Not Applicable for Bid Evaluation

1.4 Specialist Subcontractors

Only the specific experience of Specialist Subcontractors for key activities specified in criterion 2.4.2 Construction Experience in Key Activities will be considered. The experience of Specialist Subcontractors in contracts of similar size and nature, and their financial resources shall not be added to those of the Bidder for purposes of qualification of the Bidder.

1.5 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 37.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids – Not applicable in EPC Contract

1.6 Domestic Preference

If domestic preference is provided for under ITB 36.1, the following procedure shall apply: Not Applicable

1.7 Other Criteria

Add any other relevant criteria to consider in bid evaluation. Specify the evaluation methodologies: Not applicable

1.8 Multiple Contracts

Not Applicable

2. Qualification

It is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries, or affiliates, that must satisfy the qualification criteria described below.

2.1 Eligibility

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

2.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI - 1; ELI - 2 with attachments
---	-----------------------	-----------------------	-----------------------	----------------	---

2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
--	-----------------------	-----------------------	-----------------------	----------------	-------------------------

2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
--	-----------------------	-----------------------	-----------------------	----------------	-------------------------

2.1.4 Government-Owned Entity

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI - 1; ELI - 2 with attachments
--	-----------------------	-----------------------	-----------------------	----------------	---

2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
--	-----------------------	-----------------------	-----------------------	----------------	-------------------------

2.2 Historical Contract Nonperformance

2.2.1 History of Nonperforming Contracts

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Nonperformance of a contract ^a did not occur as a result of contractor default since 1 January	Must meet requirement	Must meet requirement	Must meet requirement ^b	N/A	Form CON-1

^aNonperformance, as decided by the Employer, shall include all contracts where (i) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract; and (ii) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where the Employer's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

^bThis requirement also applies to contracts executed by the Bidder as Joint Venture member.

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

2.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall apply.

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50	must meet requirement by itself or as partner to past or	not applicable	must meet requirement by itself or as partner to past or	not applicable	Form LIT - 1

National Highways & Infrastructure Development Corporation Ltd.

percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	existing Joint Venture		existing Joint Venture		
---	------------------------	--	------------------------	--	--

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last five (5)years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1 with attachments

2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of \$ 36.12 Million (INR 252.75 Crores) calculated as total certified payments received for contracts in progress or completed, within the last five (05)years .	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 60% of the requirement	Form FIN - 2

2.3.3 Financial Resources

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>For Single Entities</p> <p>The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of \$ 4.51 Million (INR 31.58 Crores)</p>	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4
<p>For Joint Ventures</p> <p>(1) One partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of 60% from the total requirement for the Subject Contract.</p> <p>AND</p>	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN – 4
<p>(2) Each partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of 25% from the total requirement for the Subject Contract.</p> <p>AND</p>	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN – 4
<p>(3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners' total financial obligations for the current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of \$ 4.51 Million (INR 31.58 Crores)</p>	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

2.4 Construction Experience

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that has been successfully or substantially completed within the last 5 (Five) years and that is similar to the proposed works, where the value of the Bidder's participation exceeds \$ 43.3 Million (INR 303.33 Crores) The similarity of the Bidder's participation shall be based on:</p> <p>1</p> <p>2</p> <p>3</p> <p>- Note - Employer should delete this row if participation is required in at least two contracts.</p>	Must meet requirement	Not applicable	Not applicable	Must meet requirement	Form EXP - 1

<p>Participation as a contractor, Joint Venture partner, or Subcontractor, in at least two contracts that have been successfully or substantially completed within the last 5 (Five) years and that are similar to the proposed works, where the value of the Bidder's participation under each contract \$ 43.3 Million (INR 303.33 Crores). The similarity of the Bidder's participation shall be based on:</p> <p>1</p> <p>2</p> <p>3</p> <p>- Note - Employer should delete this row if participation is required in only one contract.</p>	Must meet requirement	<p>Must meet requirement as follows:</p> <p>(i) Either one partner must meet requirement; or</p> <p>(ii) Any two partners must each demonstrate one (1) successfully or substantially completed contract of similar size and nature</p>	Not applicable	Not applicable	Form EXP - 1
--	-----------------------	---	----------------	----------------	--------------

2.4.2 Construction Experience in Key Activities

May be complied with by the Bidder or by Specialist Subcontractor. If Specialist Subcontractors are proposed by the Bidder for key activities, each Specialist Subcontract must have experience in related key activity as a single entity.

If the key activity is to be undertaken by a Specialist Subcontractor, the Employer shall require evidence of the subcontracting agreement from the Bidder.

Not Applicable

Criteria	Compliance Requirements		Documents
	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
Requirement			
For the above or other contracts executed during the period stipulated in 2.4.1, a minimum construction experience is required in the following key activities:	Must meet requirement	Must meet requirement	Form EXP – 2
1			
2			
3 ..etc			

Section 4: Bidding Forms

- Without Prequalification -

Table of Forms

Letter of Technical Bid	4-1
Letter of Price Bid	4-4
Bid Security	4-Error! Bookmark not defined.
Bid-Securing Declaration	4-7
Affiliate Company Guarantee.....	4-8
Technical Proposal	4-10
Personnel	4-11
Form PER – 1: Proposed Personnel	4-11
Form PER – 2: Resume of Proposed Personnel	4-12
Equipment	4-13
Site Organization	4-14
Method Statement	4-14
Mobilization Schedule.....	4-14
Construction Schedule	4-14
Bidders Qualification.....	4-15
Form ELI – 1: Bidder’s Information Sheet.....	4-16
Form ELI – 2: Joint Venture Information Sheet	4-17
Form LIT – 1: Pending Litigation and Arbitration	4-18
Form CON – 1: Historical Contract Nonperformance	4-19
Form FIN – 1: Historical Financial Performance	4-20
Form FIN – 2: Average Annual Construction Turnover.....	4-21
Form FIN – 3: Availability of Financial Resources.....	4-22
Form FIN – 4: Financial Requirements for Current Contract Commitments.....	4-23
Form FIN – 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources	4-24
Form EXP – 1: Contracts of Similar Size and Nature	4-25
Form EXP – 2: Construction Experience in Key Activities	4-26
Schedules	4-27
Schedule of Payment Currencies	4-27
Tables of Adjustment Data	4-28
Bill of Quantities.....	4-29

Letter of Technical Bid

-Note-

The Bidder must accomplish the Letter of Technical Bid on its letterhead clearly showing the Bidder's complete name and address.

Date:

OCB No.:

Invitation for Bid No.:

To: **Mr. M S Deol**
General Manager (Technical)
National Highways and Infrastructure
Development Corporation Limited
3rd Floor, PTI Building,
4, Parliament Street,
New Delhi – 110001

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
[insert narrative]
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of [insert bid validity period as specified in ITB 18.1 of the BDS] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (e) We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (f) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (g) Our firm, Joint Venture partners, associates, parent company, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment

National Highways & Infrastructure Development Corporation Ltd.

imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.²

- (h) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the Employer's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each Joint Venture partner, associate, parent company, affiliate, subsidiaries, Subcontractors, and/or Suppliers):

- (i) Name of Institution: _____
(ii) Period of debarment, ineligibility, or blacklisting [*start and end date*]: _____
(iii) Reason for the debarment, ineligibility, or blacklisting: _____

- (i) Our firm's, Joint Venture partners, associates, parent company's affiliates or subsidiaries, including any Subcontractors or Suppliers key officers and directors have not been [*charged or convicted*] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

- (i) Nature of the offense/violation: _____
(ii) Court and/or area of jurisdiction: _____
(iii) Resolution [*i.e. dismissed; settled; convicted/duration of penalty*]: _____
(iv) Other relevant details [*please specify*]: _____

- (j) We understand that it is our obligation to notify ADB should our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other MDBs, the Employer's country, international organizations, and other donor agencies, or any of our key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

- (k) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, are not from a country which is prohibited to export goods to or receive any payments from the Employer's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

² These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

National Highways & Infrastructure Development Corporation Ltd.

- (l) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].³
- (m) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (n) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- (o) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.
- (p) We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

³ Use one of the two options as appropriate.

Letter of Price Bid

-Note-

The Bidder must accomplish the Letter of Price Bid on its letterhead clearly showing the Bidder's complete name and address.

Date:

OCB No.:

Invitation for Bid No.:

To: **Mr. M S Deol**
General Manager (Technical)
National Highways and Infrastructure
Development Corporation Limited
3rd Floor, PTI Building,
4, Parliament Street,
New Delhi – 110001

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works. *[insert narrative]*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the Summary of Bill of Quantities should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.

- (d) The discounts offered and the methodology for their application are: *[insert discounts and methodology for their application if any]*
- (e) Our Bid shall be valid for a period of *[insert bid validity period as specified in ITB 18.1 of the BDS]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

National Highways & Infrastructure Development Corporation Ltd.

(f) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.

(g) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract.⁴

Name of Recipient	Address	Reason	Amount
.....
.....

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

⁴ If none has been paid or is to be paid, indicate "None".

Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

To: *[insert complete name of the Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of 1 year *[as indicated in ITB 19.2 of the BDS]*, starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Letters of Technical and Price Bid; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required; or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB; or (iii) fail or refuse to furnish a domestic preference security, if required.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal *[where appropriate]*

AFFILIATE COMPANY GUARANTEE

Name _____ of _____ Contract/Contract _____ No.:

Name _____ and _____ address _____ of _____ Employer:

_____ [together with successors and assigns].

We have been informed that [name of Contractor] (hereinafter called the "Contractor") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we [name of affiliated company] irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the [Rules or Arbitration provided in the Contract]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by:.....

Signed by:

.....

[signature]

[signature]

.....

[name]

.....

[name]

.....
[position in parent/subsidiary company]

.....
[position in parent/subsidiary company]

National Highways & Infrastructure Development Corporation Ltd.

Date:.....

-- Note --

If permitted in accordance with ITB 32.2 of the BDS, the Bidder shall fill out the Affiliate Company Guarantee Form for each subsidiary, parent entity, affiliate, subcontractor, etc. that the Bidder submits for consideration of the Employer in determining its qualifications.

Technical Proposal

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Personnel

Form PER – 1: Proposed Personnel

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

-- Note --

All titles of positions will be as listed in Section 6 (Employer's Requirements).

Equipment

Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of Equipment	
Equipment Information	Name of manufacturer
	Model and power rating
	Capacity
	Year of manufacture
Current Status	Current location
	Details of current commitments
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Bidders Qualification

i)

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the following information requested in the corresponding Information Sheets.

ii) **Form ELI - 1: Bidder's Information Sheet**

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s), e-mail address)	
Attached are copies of the following documents: <ul style="list-style-type: none"> <input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. <input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1. <input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5. 	

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture and Specialist Subcontractor must fill out this form separately.

Joint Venture / Specialist Subcontractor Information	
Bidder's legal name	
Joint Venture Partner's or Specialist Subcontractor's legal name	
Joint Venture Partner's or Specialist Subcontractor's country of constitution	
Joint Venture Partner's or Specialist Subcontractor's year of constitution	
Joint Venture Partner's or Specialist Subcontractor's legal address in country of constitution	
Joint Venture Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)	
Attached are copies of the following documents. <ul style="list-style-type: none"> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. 	

Form LIT - 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Pending Litigation and Arbitration			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation and Arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and Arbitration involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

- Note -

This form shall only be included if Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form CON - 1: Historical Contract Nonperformance

Each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts			
Choose one of the following: <input type="checkbox"/> No nonperforming contracts. <input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).			
Year	Description	Amount of Nonperformed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]
Table 2: Pending Litigation and Arbitration			
Choose one of the following: <input type="checkbox"/> No pending litigation and Arbitration. <input type="checkbox"/> Below is a description of all pending litigation and Arbitration involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status: [indicate status of dispute]	[insert amount]	[insert amount]

- Note -

Table 2 of this form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.

iii) Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Data for Previous _____ Years [\$ Equivalent]		
Year 1:	Year 2:	Year ___:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA – TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN – 3.
------------------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes and income statements) for the last _____ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Construction Turnover

1. Each Bidder must fill out this form.
2. The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover Data for the Last _____ Years (Construction only)			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Construction Turnover			

Form FIN – 3: Availability of Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Credit Line ^a	
3	Other Financial Resources	
Total Available Financial Resources		

^a To be substantiated by a letter from the bank issuing the line of credit.

Form FIN- 4: Financial Requirements for Current Contract Commitments

- Bidders (or each Joint Venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.
- In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:
- Joint Venture Partner: _____

Current Contract Commitments						
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) ^a	Remaining Contract Period in months (Y) ^b	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
4						
Total Monthly Financial Requirement for Current Contract Commitments						\$

^a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (\$ equivalent based on the foreign exchange rate as of the same date).

^b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.3.3 of Section 3)

This form requires the same information submitted in Forms FIN - 3 and FIN - 4. All conditions of "Available Financial Resources Net of CCC \geq Requirement for the Subject Contract" must be satisfied to qualify.

Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)				

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
One Partner:					
_____ (Name of Partner)				
Each Partner:					
_____ (Name of Partner 1)				
_____ (Name of Partner 2)				
_____ (Name of Partner 3)				
All partners combined	$\sum D =$ Sum of available financial resources net of current contract commitments for all partners		$\sum D =$ _____	

- Note -

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the Employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

Form EXP – 1: Contracts of Similar Size and Nature

Fill out one (1) form per contract.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Borrower’s national bank on the date of the contract.

Contract of Similar Size and Nature		
Contract No. of	Contract Identification	
Award Date	Completion Date	
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer’s name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)		

Form EXP - 2: Construction Experience in Key Activities

Fill out one (1) form per contract.

Each Bidder must fill out this form.

If complied by Specialist Subcontractor, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: _____

Contract with Similar Key Activities		
Contract No. of	Contract Identification	
Award Date	Completion Date	
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Key Activities in Accordance with Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria)		

Schedules

Schedule of Payment Currencies

iv)
 v) For
insert name of Section of the Works.....

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent C = A x B	Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local Currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #3				
Net Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
BID PRICE				

- Note -

The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 15.

Tables of Adjustment Data

To be entered by the Bidder

Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	A: 0.15 _____ B: _____ C: _____ D: _____ E: _____
Total					1.00

Table B - Foreign Currency

Name of Currency:

[Insert name of currency. If the bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

To be entered by the Bidder

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: 0.15 _____ B: _____ C: _____ D: _____ E: _____
Total						1.00

- Notes -

As per GCC 1.1.3.1, "Base Date" means the date 28 days prior to the latest date for submission of the bid.

Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.5.

Bill of Quantities

NOT APPLICABLE

Section 5 - Eligible Countries

For list of eligible countries refer to <https://www.adb.org/about/members>

Section 6 - Employer's Requirements

This Section contains the Specifications, Drawings, Supplementary Information that describe the Works to be procured, Personnel Requirements, and Equipment Requirements.

Table of Contents

Scope of Works.....	6-2
Specifications	6-4
Drawings	6-5
Supplementary Information Regarding Works to Be Procured.....	6-6
Personnel Requirements	6-7
Equipment Requirements	6-8
Appendix	

Scope of Works

1.0 Scope of Work

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 (**Bidding Document Part III EPC Contract and Contract Forms**) pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period.

The scope of work will broadly include rehabilitation and capacity augmentation of the existing two lane carriageway to four lane carriageway standards with construction of new pavement, rehabilitation of existing pavement, construction and/or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, etc. Defects Liability Period shall be 5 years including maintenance of the Project for a period of 5 (Five) years.

2.0 Project Report and Drawings

The extracts from Project Report and Drawings are being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Project Report and Drawings 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 Project Report and Drawings.

3.0 Bid Documents, Project Reports and Drawings shall remain property of the Employer

The documents including this RFP and all attached documents, provided by the Authority (Employer) are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their BID. The provisions of this Clause 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.

4.0 Site visit and verification of information

4.1 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.

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

- a) made a complete and careful examination of the Bidding Documents;
- 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 which has an effect on project implementation. No claim shall be admissible at any stage on this account.
- d) satisfied itself about all matters, things and information including details given in project reports and drawings necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or project reports and drawings or ignorance of any of the matters referred 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 Employer, 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.

4.3 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, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

National Highways & Infrastructure Development Corporation Ltd.

Specifications

Provisions of the EPC Contract in Part - III will be applicable

National Highways & Infrastructure Development Corporation Ltd.

Drawings

Provisions of the EPC Contract in Part - III will be applicable

**Supplementary Information
Regarding Works to Be Procured**

Following supplementary information is available at the NHIDCL for inspection:

- Detailed Project Report (DPR)
- Initial Environmental Examination (IEE)

These reports are only for information purposes and does not form part of the bid. However, the measures of the EMP, have to be adhered to.

Sl.	Environmental Issue	Location/Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
PRE-CONSTRUCTION PHASE							
1.	Forest clearance	Forest locations	<ul style="list-style-type: none"> Obtain forest clearance before commencing work on the road sections located in the forest areas. Coordinate with forest department for clearing of forest areas. Avoid vegetation clearing as much as possible. 	Forest Clearance papers, Forest areas diversion	Review documents , Observations	Forest Dept. / PIU	ADB/MoRT H
2.	Tree cutting	Cutting of about 3691 nos. trees during site clearance	<ul style="list-style-type: none"> Restricting tree cutting within construction limit. Avoiding tree cutting at ancillary sites. Providing and maintaining compensatory tree plantation of 11073 numbers i.e. three times of cutting. 	No. of trees to be cut	Observations	Forest Dept. / PIU	PIU
3.	Removal of utilities	Work site clearance	<ul style="list-style-type: none"> Necessary planning and coordination with concerned authority and local body. Prior notice to and consultation with concerned authority, local body and public to be affected so as to ensure that work does not get affected and impact on public is minimum. 	Utility shifting plan	Observations	Concerned utility agencies / PIU	Authority's Engineer/ PIU
4.	Religious places	Work site	<ul style="list-style-type: none"> Suitable mitigation measures have been incorporated in Social report. 	Resettlement Plan	Observations	PIU	Authority's Engineer/PIU
5.	Air, Water and Noise quality	Sensitive locations	<ul style="list-style-type: none"> Undertake monitoring of water, air and noise quality at sensitive locations prior to start of the construction work. 	Parameters as we GOI requirements	Sampling	Contractor	Authority's Engineer/PIU
CONSTRUCTION PHASE							

Sl.	Environmental Issue	Location/Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
1.	Air Pollution	Construction plants, equipment and vehicles	Refer Annex 5 and Annex 6	SPM, PM10, vehicle maintenance record	SPM, PM10 Measurement	Contractor	Authority's Engineer/PIU
		Temporary diversion	<ul style="list-style-type: none"> Maintaining diversion and detour for road traffic in good shape and traffic regulated. Regular sprinkling of water, as necessary. 	Complaints from local residents	Observations	Contractor	Authority's Engineer/PIU
		Dust during earth works or from spoil dumps	<ul style="list-style-type: none"> Maintaining adequate moisture at surface of any earthwork layer completed or non-completed unless and until base course is applied, to avoid dust emission. Stockpiling spoil at designated areas and at least 5 m away from traffic lane. Refer Annex 7	Dust pollution, Complaints from local residents	Observations, public discussions	Contractor	Authority's Engineer/PIU
		Borrow pits and haul road	Refer Annex 8	SPM, PM10, Dust pollution, Complaints from local residents	Measurement Observations, public discussions	Contractor	Authority's Engineer/PIU
		Storage of construction materials	Sprinkling of water as necessary.	Dust pollution, Complaints from local residents	Observations, public discussions	Contractor	Authority's Engineer/PIU

National Highways & Infrastructure Development Corporation Ltd.

Sl.	Environmental Issue	Location/ Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
2.	Water Pollution	Construction of Bridges or Culverts – Earthwork and marginal spillage of construction materials causing temporary turbidity and suspended solids	<ul style="list-style-type: none"> Constructing and maintaining diversion channel, sedimentation basin, dykes, etc. as may be required to temporarily channelize water flow of streams / river. Storage of construction material and excavated soil above high flood level. 	Placement and no. of slabs, hume pipe/ bridge height, Total solids and turbidity level	Review of design document, turbidity level check	Contractor	Authority's Engineer/PIU
		Construction vehicles	<ul style="list-style-type: none"> Strictly avoiding cleaning / washing of construction vehicle in any water body. 	Equipment/ vehicle maintenance record	Review records, site visit and observations	Contractor	Authority's Engineer/PIU
		Soil erosion from construction site	<ul style="list-style-type: none"> Proper planning of site clearing and grubbing so as not to keep the cleared site before working for long duration. Providing temporary side drains, catch water bank or drains, sedimentation basin, as necessary to avoid or minimize erosion and prevent sedimentation to receiving water bodies. 	Soil erosion planning and cases	Review of design document, turbidity level check	Contractor	Authority's Engineer/PIU
		Seepage	Refer Annex 7	Planning for	Review of	Contract	Authority's

National Highways & Infrastructure Development Corporation Ltd.

Sl.	Environmental Issue	Location/Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
		from Construction Debris		seepage and spoil disposal, number of cases	planning and practices for seepage and spoil disposal, control, site visits	or	Engineer/PIU
		Construction camp and workers' camp	Refer Annex 6	Planning for waste management	Review of planning and practices for waste management, site visit, observations	Contract or	Authority's Engineer/PIU
3.	Ground water Pollution	Wastewater logging	<ul style="list-style-type: none"> All wastewater will be diverted to a ditch that will be managed for the period of construction and after construction such ditches will be filled and restored to original condition. 	Planning for water diversion	Review of plans, field observations	Contract or	Authority's Engineer/PIU
		Borrow pit excavation	<ul style="list-style-type: none"> Excavation of borrow pit should not touch the aquifer. 	Planning for borrow pit excavation	Review of plans, field observations	Contract or	Authority's Engineer/PIU
		Human wastes and wastewater at construction	<ul style="list-style-type: none"> Providing septic tanks for treating sewage from toilets before discharging through soak pits. Locating soak pits at least 	Planning for waste management	Review of planning and practices for waste	Contract or	Authority's Engineer/PIU

National Highways & Infrastructure Development Corporation Ltd.

Sl.	Environmental Issue	Location/Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
		on camp	<p>50m from any ground water sources.</p> <ul style="list-style-type: none"> Decanting and or controlled disposal of oil and grease as collected at collection tanks of maintenance yard and chemical storage areas. <p>Refer Annex 6</p>		management, site visit, observations		
4.	Noise Pollution and Vibration	Vehicles and Construction machinery	<ul style="list-style-type: none"> Site Controls: Stationary equipment will be placed along un-inhabited stretches as per distance requirements computed above as far as practicable to minimize objectionable noise impacts. Scheduling of Project Activities: Operations will be scheduled to coincide with period when people would least likely to be affected. Construction activities will be avoided between 4 P.M. and 10 A.M. near residential areas. Protection devices (ear plugs or ear muffs) will be provided to the workers operating in the vicinity of high noise generating machines. Construction equipment and machinery should be fitted with silencers and maintained properly. Source-control through proper maintenance of all equipment. 	Noise level, complaints from local residents, vehicle maintenance record, awareness programs implemented, Number of noise barriers constructed near sensitive receptors (table 76)	Noise level measurement, field observations, discuss with local residents	Contractor	Authority's Engineer/PIU

Sl.	Environmental Issue	Location/ Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
			<ul style="list-style-type: none"> • Use of properly designed engine enclosures and intake silencers. • Noise measurements should be carried out along the road to ensure the effectiveness of mitigation measures. • Vehicles and equipment used should conform to the prescribed noise pollution norms. • Constructing noise barriers as proposed for schools and hospitals prior to taking up road construction activities at those sections. • Movements of heavy construction vehicles and equipment near public properties will be restricted. • Comply with siting criteria for stone crushers, Hot Mix Plant/s (HMP) and concrete batching plant/s (CBP), and installations and maintenance of pollution control devices as mentioned in Annex 5. • No hot mix plant or other source of air pollution (especially dust pollution) must be located within the degraded airshed for particulate matter (SPM/PM10). Specific measures such as watering of roads etc. shall be adopted for 				

Sl.	Environmental Issue	Location/Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
			<p>upgrading works in degraded airshed to avoid generation of additional SPM to add to the already poor quality air.</p> <ul style="list-style-type: none"> • Construction workers in high noise level zone must be provided with ear protection equipments. Site specific mitigation measures will be provided by contractor particularly in sensitive and urban locations. • Refer Annex 9 for identification, and operation of quarry areas and adopting controlled blasting. • Construction of noise barriers near sensitive receptors (listed in table 76) in consultation with the respective authority of the receptor 				
5.	Land Pollution	Spillage from plant and equipment at construction camp	<ul style="list-style-type: none"> • Providing impervious platform and oil and grease trap for collection of spillage from construction equipment vehicle maintenance platform. • Collection oil and lube drips in container during repairing construction equipment vehicles. • Providing impervious platform and collection tank for spillage of liquid fuel and lube at storage area. • Providing bulk bituminous storage tank instead of drums 	Vehicle maintenance record, review plans for waste management and oil handling practices	Check equipment maintenance records, field visits, observations	Contractor	Authority's Engineer/PIU

Sl.	Environmental Issue	Location/Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
			<p>for storage of bitumen and bitumen emulsion.</p> <ul style="list-style-type: none"> • Providing impervious base at bitumen and emulsion storage area and regular clearing of any bitumen spillage for controlled disposal. • Reusing bitumen spillage. • Disposing non-usable bitumen spills in a deep trench providing clay lining at the bottom and filled with soil at the top (for at least 0.5 m). <p>Refer Annex 7 and Annex 8</p>				
		Domestic solid waste and wastewater generated at camp	<ul style="list-style-type: none"> • Collecting kitchen waste at separate bins and disposing of in a pit at designated area/s. • Collecting plastics in separate bins and disposing in deep trench at designated area/s covering with soil. • Collecting cottons, clothes etc. at separate bins. • Solid waste to be stored, collected, transported, and disposed of to a suitably licensed engineered landfill with records of transfer notes kept i.e., no waste should be burned, bitumen spills and plastics should not just be disposed of in trench, kitchen waste should not be disposed of in a pit, etc. 	Planning for waste management	Review of planning and practices for waste management, site visit, observations	Contractor	Authority's Engineer/PIU
		Borrow pits	<ul style="list-style-type: none"> • Controlled operation and redevelopment of borrow pits to avoid water logging and land 	Plan for borrow pit management	Review plans, observations	Contractor	Authority's Engineer/PIU

National Highways & Infrastructure Development Corporation Ltd.

Sl.	Environmental Issue	Location/ Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
			contamination.	t	ns		

Sl.	Environmental Issue	Location/Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
6	Loss of topsoil	All construction sites	<ul style="list-style-type: none"> The topsoil from all areas of cutting and all areas to be permanently covered shall be stripped to a specified depth of 150 mm and stored in stockpiles. At least 10% of the temporarily acquired area shall be earmarked for storing topsoil. The stockpile shall be designed such that the slope does not exceed 1:2 (vertical to horizontal), and the height of the pile be restricted to 2m. To retain soil and to allow percolation of water, the edges of the pile shall be protected by silt fencing. Stockpiles will not be surcharged or otherwise loaded and multiple handling will be kept to a minimum to ensure that no compaction will occur. The stockpiles shall be covered with gunny bags or tarpaulin. It shall be ensured by the contractor that the topsoil will not be unnecessarily trafficked either before stripping or when in stockpiles. Such stockpiled topsoil will be returned to cover the disturbed area and cut slopes. Residual topsoil will be distributed on adjoining/proximate barren/rocky areas as identified 	Planning for top soil conservation	Review plan, field visits and observations	Contractor	Authority's Engineer/PIU

National Highways & Infrastructure Development Corporation Ltd.

Sl.	Environmental Issue	Location/Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
			by the Authority's Engineer in a layer of thickness of 75mm – 150mm. Top soil shall also be utilized for redevelopment of borrow areas, landscaping along slopes and incidental spaces.				
7	Compaction of soil	All construction sites	<ul style="list-style-type: none"> Construction vehicle, machinery and equipment shall move or be stationed in the designated area (RoW or CoI, as applicable) only. While operating on temporarily acquired land for traffic detours, storage, material handling or any other construction related or incidental activities, topsoil from agricultural land will be preserved as mentioned above. 	Planning for top soil management, traffic diversion plan	Review plans, field visits and observations	Contractor	Authority's Engineer/PIU
8	Ecology	Site clearance	<ul style="list-style-type: none"> Restricting tree cutting within corridor of impact. 	No. of tree to be cut	Review clearance papers, field observations	Contractor	Authority's Engineer/PIU
		Ancillary sites	<ul style="list-style-type: none"> Minimizing tree cutting and vegetation clearance during site selection. Preservation of trees within ancillary sites and avoiding impact on forest resources by providing buffer area from boundary of forest areas of 1km for locating construction plants, construction camp, and quarry and 500 m for borrow areas. Preservation of trees of 	No. of tree to be cut	Review clearance papers, field observations	Contractor	Authority's Engineer/PIU

National Highways & Infrastructure Development Corporation Ltd.

Sl.	Environmental Issue	Location/Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
			<p>ecological, socio-cultural importance</p> <ul style="list-style-type: none"> • Providing cooking at camp for discouraging and prohibiting use of fire-wood i.e. cutting of trees by the workers. 				
9.	Occupational health and safety of workers	Construction camp	<ul style="list-style-type: none"> • Water supply, sanitation, drainage and medical health facilities at campsite. • Ground water must not be used for drinking purpose. • Providing and using PPEs. • Using working reverse horn for all construction equipment and vehicles. • Providing earth link circuit breaker (ELCB) for all electrical connections. • Maintaining first aid at construction sites. • Maintaining emergency response system. • Provide adequate safety measures for communities and workers working on landslide prone zones. <p>Refer Annex 5 and Annex 6</p>	Planning for health and safety, practices being implemented	Review records, field check, observations,	Contractor	Authority's Engineer/PIU
10.	Accidents and safety	Construction sites	<ul style="list-style-type: none"> • Providing and maintaining traffic management comprising diversion; warning, guiding and regulatory signage; channelisers and delineators; lighting, flagmen; dust control system etc. as specified in the contract. 	Planning for Traffic management, training plans	Check records, field observations	Contractor	Authority's Engineer/PIU

National Highways & Infrastructure Development Corporation Ltd.

Sl.	Environmental Issue	Location/Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
			<ul style="list-style-type: none"> Providing adequate light at construction zone if working during night time is permitted by the Engineer. Conducting induction and periodic training for all workers and supervisors. 				
		Construction camp	<ul style="list-style-type: none"> Conducting periodic mock drilling on critical accident prone activities. Conducting periodic training for all personnel working at plant site. 	Planning for health and safety	Check record, observations, discussion with workers	Contractor	Authority's Engineer/PIU
OPERATION							
1.	Air Pollution	Vehicular gaseous emission	<ul style="list-style-type: none"> Periodical monitoring of air pollutants and if values exceed the standard limits (Annex 3), suitable mitigation measures such as controlling speed of traffic to be taken. 	PM10 level, gaseous emissions	PM10 monitoring, vehicle maintenance record check	PIU	SPCB and Traffic Police
2.	Noise Pollution	Vehicular	<ul style="list-style-type: none"> Periodical monitoring of noise level will be carried out. If values exceed the standard (Annex 4) limits, suitable measures will be taken. Providing and maintaining signage on noise regulation at silence zones. 	Noise level	Noise level measurements, field observations	PIU	SPCB
3.	Road Safety	Traffic and Vehicles	<ul style="list-style-type: none"> Maintenance as per Standard Highway Safety Signage and Traffic Management. 	Traffic movement	No. of accidents	PIU	PIU and Traffic Police
		Slow moving traffic					
		Lighting	<ul style="list-style-type: none"> Maintenance of road / flyover 	Traffic	No. of	PIU	PIU/Traffic

National Highways & Infrastructure Development Corporation Ltd.

Sl.	Environmental Issue	Location/Sources	Mitigation Measures	Monitoring Indicators	Monitoring Methods	Implementing Agency	Supervising & Monitoring Agency
			lighting.	movement	accidents		police
4.	Tree plantation	-	<ul style="list-style-type: none"> Roadside tree plantation three times of cutting. 	Survival rate of trees	Field observations	Forest Dept. / PIU	PIU
5.	Contamination of Soil and Water Resources from Spills due to traffic & accidents	Vehicular Traffic	<ul style="list-style-type: none"> Contingency plans to be in place for cleaning up of spills of oil, fuel and toxic chemicals. Spill of oil, fuel and automobile servicing units without adequate preventive systems in place to be discouraged. 	Incidences of spills, accidents	Review of records, field consultations	PIU	PIU
6.	Soil Erosion and Sedimentation	-	<ul style="list-style-type: none"> Maintaining the slope protection measures provided at stretches of high embankment and protection measures for bed scouring at cross drainage locations as per maintenance manual to be prepared before operation. 	Cases of landslides	Maintenance Records	PIU	PIU
7.	Maintenance of drainage system	-	<ul style="list-style-type: none"> The drains will be periodically cleared to maintain storm water flow. Road drains will be cleared of debris before onset of every monsoon. 	Maintenance plans	Maintenance Records	PIU	PIU

Personnel Requirements

The EPC Contractor shall deploy adequate number qualified and experienced personnel as per good industry practice for implementation of project.

Equipment Requirements

The EPC Contractor shall deploy appropriate and adequate number of equipment machinery with age not more than 6 years or so for completion of work as per schedule.

Appendix -

In addition to the evaluation criteria mentioned in Section 3, the bids would be evaluated as per annexure given hereunder:

- (i) **Annexure-I: Format for Joint Bidding Agreement for Joint Venture**
- (ii) **Annexure-II: Format for Power of Attorney for Lead Member of Joint Venture**
- (iii) **Annexure-III: Format for Integrity Pact**
- (iv) **Annexure-IV: Format for LoA**

Format for Joint Bidding Agreement for Joint Venture

(Refer Clause ITB 11.4)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

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

AND

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

AND

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

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

WHEREAS,

(A) **The National Highways and Infrastructure Development Corporation Limited** represented by Managing Director and having its principal office at 3rd Floor, PTI Building, 4, Parliament Street New Delhi-110001] (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**) by its Request for Proposal No. dated(the **"RFP"**) for award of contract for rehabilitation and augmentation of***** Project (the **"Project"**) through an EPC Contract.

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Joint Venture

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

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

3. Covenants

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

4. Role of the Parties

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

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

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

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

5. Joint and Several Liability

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

6. Share of work in the Project

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

First Party:

Second Party:

{Third Party:}

Further, the Lead Member shall itself undertake and perform at least 51 (fifty one) per cent of the total length of the project highway if the Contract is allocated to the Joint Venture.

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

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

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

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

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

8. Termination

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

9. Miscellaneous

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

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

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

For and on behalf of

National Highways & Infrastructure Development Corporation Ltd.

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

In the presence of:

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Format for Power of Attorney for Lead Member of Joint Venture

(Refer Clause ITB 20.2)

Whereas the NHIDCL (“the Authority”) has invited BIDs for the ***** Project(the “Project”).

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

National Highways & Infrastructure Development Corporation Ltd.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For (Signature) (Name & Title)	For (Signature) (Name & Title)	For (Signature) (Name & Title)
---	---	---

(Executants)

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

Witnesses:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

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 MoRTH)

This integrity Pact is made at _____ on this _____ day of _____ 2019.

BETWEEN

[President of India through Ministry of Road Transport & Highways, Government of India represented by Director General (Road Development) & Special Secretary, Transport Bhawan, 1-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)

D

{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 Shri. Satya Narayan Das 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):

{COUNTERSIGNED and accepted by:

JV Partner}

Annexure-IV

Format for LoA

No. _____

Government of India
Ministry of Road Transport & Highways
(_____ Section)

Transport Bhawan, 1, 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.

1. You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in Clause 1.3 of the RFP.
2. 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.
3. 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 Bid security shall be encashed by the Authority as per Clause 2.21 of the RFP.

Yours faithfully,

{authorized signatory}

“Accepted by

(Name of Authorized person)

(Name o sole bidder/lead partner of JV)

Seal of the bidder”