

Comparison Sheet of Uploaded RFP and Standard Model RFP Document as per Ministry's Circular dated 20.11.2018

Sr. No	Clause No. of RFP	Modified Clause	As per Old RFP Document	As per Modified RFP Model Document	Remarks
	1- Introduction				
1	1.1.2		The selected Bidder (the “Contractor”) shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “EPC Contract”) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period	The selected Bidder (the “Contractor”) shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “EPC Contract”) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period. The scope of work will broadly include rehabilitation, upgradation and augmentation of the existing carriageway to [intermediate lane with hard shoulders] standards with construction of new pavement, rehabilitation of existing pavement, construction and/or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, etc. and maintenance of the Project during the Defect Liability Period, which shall be 5 years\$. The Estimated Project Cost has been based on soil stabilization measures using cemented Sub-base with treated RAP at the interface of granular and bituminous layer.	Clause 1.1.3 is merged with clause 1.1.2
2	1.1.6		The statements and explanations contained in this RFP are intended to	Deleted	

			provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.		
3	1.2.2		Interested bidders are being called upon to submit their BID in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of BIDs (the "Bid Due Date").	The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of BIDs.	
4	1.23		The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Feasibility Report/ Detailed project Report Presented by the Authority / Consultants of the Authority (The "Feasibility Report/ Detailed Project report") are also enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.	The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "Feasibility Report/Detailed Project Report") is also enclosed. The Feasibility Report / Detailed Project Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations	

				and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report/Detailed Project Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report/Detailed Project Report. The aforesaid documents and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.	
5	1.2.4		A Bidder is required to deposit, along with its BID, a BID Security of Rs. 24.46 Lakh (Rupees twenty four lakh and forty six thousand only) (the "BID Security"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide BID Security in the form of bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee, shall not be less than 180 (one hundred and eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The BID shall be summarily rejected if it is not accompanied by the BID Security.	A Bidder is required to submit, along with its BID, a BID Security of Rs. 24.46 Lakh (Rupees twenty four lakh and forty six thousand only), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. The Bidders shall also submit Demand Draft for Rs. 10000 issued from a scheduled Bank in India in favour of Managing Director, National Highways and Infrastructure Development Corporation Limited, New Delhi", payable at New Delhi payable at [New Delhi].	
6	1.2.7		Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason, the	Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in	

			Authority shall annul the Bidding Process and invite fresh BIDs.	Clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh BIDs	
2 - Instructions to Bidders					
7.	2.1.3		The Feasibility Report/ Detailed Project Report of the Project being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report/Detailed Project Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report/Detailed Project Report.	Deleted	
8	2.1.4		Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.	Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement. Further, the statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained.	Now Clause 2.1.3 as per Standard RFP Model

				Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority	
9	2.1.6		The Bidder shall deposit a BID Security of Rs. 24.46 Lakh (Rupees twenty four lakh and forty six thousand only) in accordance with the provisions of this RFP. The Bidder has to provide the BID Security in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The bidders shall also submit Demand Draft for Rs. 10,000/- (Ten thousand) issued from a scheduled Bank in India in favour of “Managing Director, National Highways and Infrastructure Development Corporation Limited, New Delhi”, payable at New Delhi”	Deleted	
10	2.1.7		The validity period of the Bank Guarantee, shall not be less than 180 (one hundred and eighty) days from the BID Due Date, inclusive of a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The BID shall be summarily rejected if it is not accompanied by the BID Security. The BID Security shall be refundable no later than 150 (one hundred and fifty) days from the BID Due Date except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement.	Deleted	
11	2.1.12		The documents including this RFP and all	Deleted	

			attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their BID. The provisions of this Clause 2.1.12 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.		
12	2.1.15 (e)	2.1.11	an individual Bidder cannot at the same time be member of a Joint Venture applying for this Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for this bid;	Deleted	
13	2.1.15 (f)	2.1.11 (e)	Deleted	the Lead Member shall itself undertake and perform at least 51(fifty one) per cent of the total length of the Project Highway,	
14	2.1.16 (a)	2.1.12 (a)	Where, on the date of the Application, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or	Where, on the date of the Application, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in the L-1 Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India, then the eligibility and award of the project to such L-1 Bidder shall be subject to approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such	

				time. The decision of the authority in this behalf shall be final and conclusive and binding on the Bidder.	
15	2.116 (b)	2.1.12 (b)	if at any subsequent stage after the Bid due date, there is an acquisition of not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member; then the Eligibility of such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.	Further, where the LoA of a project has been issued to an agency, not covered under the category mentioned above, and it subsequently wishes to transfer its share capital in favour of another entity who is a resident outside India or where a Bidder or its Member is controlled by persons resident outside India and thereby the equity capital of the transferee entity exceeds 50% or above, any such transfer of equity capital shall be with the prior approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such point in time. Addition:- (4) In case the L-1 Applicant under (a) above is denied the security clearance, for whatsoever reasons, then the applicants emerging as L-2, L-3 eligible Bidders (in that order) may be given a counter-offer (one by one sequentially) to match the bid of L-1 applicant/preferred Bidder. In the event of acceptance of the counter-offer by another eligible Bidder, the project may be awarded to such Bidder. In case no applicant matches the bid of the L-1 applicant, the bid process shall be annulled and fresh bids invited.	
16	2.1.18		Any entity which has been barred by	Deleted	

			the Ministry of Road Transport & Highways or its implementing agencies for the works of Expressways, National Highways, ISC and EI works, and the bar subsists as on the date of Application, would not be eligible to submit the BID, either individually or as member of a Joint Venture."		
17	2.1.19.3	2.1.14 (iii)	<p>The Bidder including individual or any of its Joint Venture Member should, in the last 2 (two) years, have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder including individual or any of its Joint Venture Member, as the case may be, nor has been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach by such Bidder including individual or any of its Joint Venture Member.</p> <p>2.1.19.1 The Bidder including individual or any of its Joint Venture Member may provide details of all their on-going projects along with updated stage of litigation, if so, against the Authority / Governments.</p> <p>2.1.19.2 The Bidder including individual or any of its Joint Venture Member may also provide details of</p>	<p>The Bidder, including an individual or any of its Joint Venture member, should not be a non-performing party on the bid submission date. The Bidder, including any Joint Venture Member, shall be deemed to be a non-performing party (not applicable to the project whose contract is terminated by the Authority) if it attracts any or more of the following parameters:</p> <p>(i)Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the Independent Engineer due to Authority's default;</p> <p>(ii)Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Authority;</p> <p>(iii)Physical progress on any project is not commensurate with the funds released (equity+debt+grant) from the escrow account and such variation is more than 25% in last one year as observed by the</p>	

			<p>updated on-going process of blacklisting if so, under any contract with Authority / Government.</p> <p>2.1.19.3 The Authority reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 2.1.19. The decision of the Authority in this case shall be final.</p>	<p>Independent Engineer in one or more projects;</p> <p>(iv)Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;</p> <p>(v)Fails to fulfil its obligations to maintain a highway in a satisfactory condition inspite of two rectification notices issued in this behalf;</p> <p>(vi)Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.</p> <p>(vii)Fails to make premium payments excluding the current instalment in one or more projects.</p> <p>(viii)Damages/ Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.</p> <p>(ix)Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).</p> <p>(x)Fails to submit the Performance Security within the permissible period in more than one project(s).</p> <p>(xi)Rated as an unsatisfactory performing entity/ non-performing entity by an</p>	
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				<p>independent third party agency and so notified on the website of the Authority.</p> <p>(xii)Has Failed to perform for the works of Expressways, National Highways, ISC & EI works in the last 2(two) years, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against the Bidder, including individual or any of its Joint Venture Member, as the case may be.</p> <p>(xiii)Has been expelled or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such Bidder, including individual or any of its Joint Venture Member; Provided that any such decision of expulsion or termination of contract leading to debaring of the Bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.</p>	
18	2.2.1 (a)		<p>The Bidder may be a single entity or a group of entities (the “Joint Venture”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture. However, in case the estimated cost of the project for which bid is invited is upto Rs. 100</p>	<p>(a)The Bidder may be a single entity or a group of entities (the “Joint Venture”), coming together to implement the Project. The term Bidder used herein would apply to both a single entity and a Joint Venture. However, in case the estimated cost of the project for which bid is invited is upto Rs. 100 Crore, then Joint Venture shall not be allowed.</p>	

			<p>Creore, then Joint Venture shall not be allowed</p>		
19	2.2.1 (C) i		<p>the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any</p>	<p>such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 5% of its paid up and subscribed capital; or</p>	

			<p>other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or</p>		
20	2.2.1 (d)		<p>A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then</p>	Deleted	

			<p>notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project</p>		
21	2.2.2.1		<p>Assessed Available BID capacity = $(A*N*2.5 - B)$ where A = Maximum value of civil engineering works in respect of EPC</p>	<p>Assessed Available BID capacity = $(A*N*2.5 - B + C)$, Where A= Maximum value of civil engineering works excluding the amount of bonus received, if any Addition :- C = The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in table</p>	

22	2.2.2.1		<p>Note :- Note: The Statement showing the value of all existing commitments, works for which Appointed Date/Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor. The factor for the year for updation of the value of the civil engineering works to the price level of the year is indicated as under:</p>	<p>1. The Statement showing the value of all existing commitments, works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.</p> <p>2. The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects.</p>	
23	2.2.5 (iii) (a)		<p>highways sector would be deemed to include highways, expressways, bridges, tunnels, runways, Railways (construction/re-construction of railway tracks, yards for keeping containers etc.), Metro Rails and Ports (construction/re-construction of Jetties, any other linear infrastructure including bridges etc.) and</p>	<p>highways sector would be deemed to include highways, expressways, bridges, tunnels and airfields; and</p>	
24	2.2.2.5 (iii) (b)		<p>core sector would be deemed to include civil construction cost of, power sector, commercial setups (SEZs etc.), airports, industrial parks/ estates, logistic parks, pipelines,</p>	<p>core sector would be deemed to include civil construction cost of ports, power sector, commercial setups (SEZs etc.), airports, railways, metro rail, industrial</p>	

			irrigation, water supply, sewerage and real estate development.	parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.	
25	2.2.2.7		<p>Submission in support of Technical Capacity</p> <p>(i) The Bidder shall update details of Experience (ongoing and completed projects) on the Bidder Information Management System (BIMS) [www.bims.gov.in] on a regular basis. The details of Eligible Experience for last 5 (five) financial years, necessary information relating to Technical Capacity and Project Specific Information shall be taken from the information uploaded on BIMS.”</p> <p>(ii) The Bidder must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.</p> <p>(iii) The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-IA.</p>	<p>The Bidder shall update details of Experience (ongoing and completed projects) on the Bidder Information Management System (BIMS) [www.bims.gov.in] on a regular basis. The details of Eligible Experience for the last 5 financial years, necessary information relating to Technical Capacity and Project Specific Information shall be taken from the information uploaded on BIMS.</p>	
26	2.3		All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other	All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance	

			<p>than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith</p>	<p>herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.3 shall also apply mutatis mutandis to BIDs and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any BID, document or any information provided along therewith.</p>	
27	2.6.4		New Addition	<p>A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority</p>	

				being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project	
28	2.11.1 (k)		New Addition	(k) Annexure-VIII of Appendix - IA showing details of all ongoing projects works (Ref Clause 10.3 (iv) of Draft EPC Agreement).	
29	2.11.2 (i)		Original statement of Legal capacity as per Format at Annexure V to Appendix1A	Deleted	
30	2.11.2 (j)		Details of Mandatory Experience as per clause 2.2.2.2.	Deleted	
31	2.21.1 (d)		(i) to sign and return the duplicate copy of LOA; (ii) to sign the Agreement; or (iii) to furnish the Performance Security within the period prescribed therefor in the Agreement; or	(i) to sign and return the duplicate copy of LOA; (ii) to furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21; or (ii) to sign the Agreement; or	
32	2.20.6	2.21	Within 10 (ten) days of signing of Contract Agreement, the successful Bidder shall furnish to the Authority a Performance Security in accordance with the provisions of the Agreement and in the format given in this RFP. The successful Bidder shall along with the Performance Security provide to the Authority an irrevocable and	2.21.1 Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 5% (five percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an	

			unconditional guarantee from a Bank for a sum equivalent to Rs.....crore (Rupees.....crore) in the form set forth in Schedule-G (the –Additional Performance Security), to be modified, mutatis mutandis, for this purpose as security to the Authority if the Bid Price of the Selected Bidder is lower by more than 10% with respect to the Estimated Project Cost. Additional Performance Security shall be calculated as under:	irrevocable and unconditional guarantee from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the “Additional Performance Security”) for an amount calculated as under:	
33		2.21.2	New Addition	The Performance Security shall be valid until 60(sixty) days after the Defects Liability Period. The Additional Performance Security shall be valid until 28 (twenty eight) days after Project Completion Date.	
34		2.21.3	New Addition	The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 30 (thirty) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of the agreement.	
35		2.21.4	New Addition	In the event the Selected Bidder fails to provide the remaining Performance Security and Additional Performance Security, if any, as prescribed herein, it may seek extension of time for a further period upto 60 days by paying the Damages upfront along with the request letter seeking the extension. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected	

				Bidder for each day until the Performance Security and Additional Performance Security, if any, is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security and the Additional Performance Security is provided.	
36		2.21.5	New Addition	For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within the additional 60 days' time period, the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be encashed and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority	
37		2.22	New Addition	The agreement will be executed within 10 days of receipt of 50% Performance Security and 50% of Additional Performance Security, if any, as per sub-clause 2.21 above	
3. Evaluation of Technical and Opening & Evaluation of financial Bids					
38	3.1.9		The bidders will be automatically evaluated on BIMS by the Authority. After evaluation of Technical Bids, the Authority will publish a list of Technically Responsive Bidders whose financial bids shall be opened. The Authority shall notify other bidders that they have not been technically responsive. The Authority will not entertain any query or clarification	The Bidders will be automatically evaluated on BIMS by the Authority. After evaluation of Technical Bids, the Authority will publish a list of Technically Responsive Bidders whose financial bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Applicants who fail to qualify	

			<p>from Applicants who fail to qualify. The Authority shall publish/upload the list of technically eligible bidders on the BIMS portal and provide seven days for receipt of comments from bidders. Once the technical evaluation has been finalized, the Authority shall Use the CPP portal for opening the financial bids of the technically qualified bidders, and for determination of the L1 bidder."</p>		
39	3.3.3		<p>In the event that the Lowest Bidder is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh BIDs. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.</p>	<p>In the event that the Lowest Bidder is not selected for any reason except the reason mentioned in Clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh BIDs. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.</p>	
40	3.3.4		<p>After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.</p>	<p>After selection, a Letter of Acceptance (the "LOA") shall be issued in the format set forth in Appendix-VIII, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA</p>	

41	3.3.5		After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.	After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security and Additional Performance Security (if any) within the period prescribed/extended by Authority and then execute the Agreement within the period prescribed in Clause 1.3.	
42	3.3.7		Authority shall return Bid. Security of all bidders except L-1 within a week from opening of financial bid.	Deleted	
4. Fraud and Corrupt Practices					
43	4.3 (a)		“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d)	“corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;	

			of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;		
5. Pre-BID Conference – No Change					
6. Miscellaneous – No Change					
Appendices & Annexure of Appendix					
44	Appendix-IB	Appendix-IA	Modified as Annexure-I of this Document.		
45	Annex-I Details of Bidders (6)		<p>A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/arbitration in the last 2 years is given below (Attach extra sheets, if necessary) W.r.t para 2.1.19:</p>	<p>(a) I/ We certify that in the last two years, we/ any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.</p> <p>(b) I/ We certify that we/ any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at Clause 2.1.18 (Section-2) of Instructions to Bidders in the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and furnished the complete details at Annex-I (Sr. No. 6(b)).</p>	
46	Annex-I Details of		New Addition	(a) I/ We further certify that no investigation by a regulatory authority is pending either against us/any	

	Bidders (7)			<p>member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.</p> <p>(b) I/ We further certify that no investigation by any investigating agency in India or outside is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.</p>																															
47	Appendix-I; Annexure-VI (1)		A table containing value of Civil Engineering Works in respect to EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows:	A table containing value of Civil Engineering Works in respect of EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows (the amount of bonus received, if any, shall be indicated separately):																															
48	Appendix-I; Annexure-VI (4)		New Addition	<p>Amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in Appendix):</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>F.Y. / Calendar Year</th> <th>Amount of Bonus (Rs. in Crores)</th> <th>Updation Factor</th> <th>Updated Amount of Bonus (Rs. in Crores)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2017-18/2017</td> <td></td> <td>1.00</td> <td></td> </tr> <tr> <td>2</td> <td>2016-17/2016</td> <td></td> <td>1.05</td> <td></td> </tr> <tr> <td>3</td> <td>2015-16/2015</td> <td></td> <td>1.10</td> <td></td> </tr> <tr> <td>4</td> <td>2014-15/2014</td> <td></td> <td>1.15</td> <td></td> </tr> <tr> <td>5</td> <td>2013-14/2013</td> <td></td> <td>1.20</td> <td></td> </tr> </tbody> </table>	Sl. No.	F.Y. / Calendar Year	Amount of Bonus (Rs. in Crores)	Updation Factor	Updated Amount of Bonus (Rs. in Crores)	1	2017-18/2017		1.00		2	2016-17/2016		1.05		3	2015-16/2015		1.10		4	2014-15/2014		1.15		5	2013-14/2013		1.20		
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				2017-18/2017	Total (C)=	
46	Annex-I Details of Bidders 'To calculat e value of B'		The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s.....individually / and other member M/s and M/s, as on bid due date of this RFP.	The Statement showing the value of all existing commitments, anticipated value of work to be completed in the period of construction of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer- in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire/ Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s.....individually / and other member M/s and M/s		
47	Appendi x-I , Annexur e-VIII		New Addition	(In the event that the Bidder had failed to achieve the Completion of any project within a period of 90 (ninety) days from the Schedule Completion Date of the project, unless such failure had occurred due to Force Majeure or for reasons		

				<p>solely attributable to the Authority, the Bidder shall be deemed to be ineligible for bidding this project (under bidding), both as the sole party or as one of the parties of Joint Venture/ Consortium, if any, during the period from Scheduled Completion Date to issuance of Completion Certificate for that project. This restriction is applicable if the contract value of the delayed project was not less than Rs. 300 Crore.)</p> <p>I / We certify that all the information furnished above is true in all respects.</p> <p>..... Name of the Bidder</p> <p>Signature of the authorized signatory:</p> <p>Name of the Authorised Signatory:</p> <p>Date:</p> <p>Place:</p> <p>B.G. No. Dated:</p>	
49	Appendix-V; (4) (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	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;		
50	Appendix-V; (6)		Further, the Lead Member shall itself undertake and perform at least 30 (thirty) per cent of the total length of the Project Highway, and Lead Member shall hold at least 51% of equity share among the members/partners of Joint Venture, if the contract is allocated to the Joint Venture.	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.	
51	Appendix-VII		New Addition	As per Annexure-II of This Document	
52	Appendix-VIII		New Addition	As per Annexure-III of This Document	