

# DEENDAYAL PORT AUTHORITY



## **Request for Proposal (RFP)**

**For**

**Construction of Road Over Bridge (ROB) including Roads and allied facilities at Tuna – Tekra on Engineering, Procurement and Construction (EPC) Mode**

“Invited by”

EXECUTIVE ENGINEER (C-I)  
CONSTRUCTION-I DIVISION  
DEENDAYAL PORT AUTHORITY  
ROOMNO.303, 2<sup>nd</sup> FLOOR,  
NEW ANNEX BUILDING  
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MOBILE–8758659669  
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## **TABLE OF CONTENTS**

<b>Sr. No.</b>	<b>Contents</b>	<b>Page no.</b>
	<b>Notice inviting Tender</b>	<b>4</b>
	<b>Disclaimer</b>	<b>5</b>
	<b>Glossary</b>	<b>6</b>
<b>1.</b>	<b>Introduction</b>	<b>7</b>
	1.1 Background	7
	1.2 Brief description of Bidding Process	8
	1.3 Schedule of Bidding Process	9
<b>2.</b>	<b>Instructions to Bidders</b>	<b>7</b>
<b>A.</b>	<b>General</b>	<b>10</b>
	2.1 General terms of Bidding	10
	2.2 Eligibility and qualification requirement of Bidder	13
	2.3 Proprietary Data	19
	2.4 Cost of Bidding	19
	2.5 Site visit and verification of information	20
	2.6 Verification and Disqualification	20
<b>B.</b>	<b>Documents</b>	<b>21</b>
	2.7 Contents of the RFP	21
	2.8 Clarifications	22
	2.9 Amendment of RFP	22
<b>C.</b>	<b>Preparation and Submission of BIDs</b>	<b>22</b>
	2.10 Format and Signing of BID	22
	2.11 Documents comprising Technical & financial BID	23
	2.12 BID Due Date	24
	2.13 Late BIDs	24
	2.14 Procedure for e-tendering / Submission of bids	24
	2.15 Online opening of Bids	26
	2.16 Rejection of BIDs	26
	2.17 Validity of BIDs	26
	2.18 Confidentiality	26
	2.19 Correspondence with the Bidder	26
<b>D.</b>	<b>BID Security</b>	<b>27</b>
	2.20 BID Security	27
	2.21 Performance Security	27
<b>3.</b>	<b>Evaluation of Technical Bids and Opening &amp; Evaluation of financial Bids</b>	<b>29</b>
	3.1 Evaluation of Technical BIDs	29
	3.2 Opening and Evaluation of financial Bids	30
	3.3 Selection of Bidder	30
	3.4 Contacts during BID Evaluation	30
	3.5 Correspondence with the Bidder	31
<b>4.</b>	<b>Fraud and Corrupt Practices</b>	<b>32</b>

<b>5.</b>	<b>Pre-BID Conference</b>	<b>33</b>
<b>6.</b>	<b>Miscellaneous</b>	<b>34</b>
	<b>Appendix</b>	
<b>IA</b>	Letter comprising the Technical BID	<b>35</b>
<b>IB</b>	Letter comprising the Financial BID	<b>38</b>
<b>II</b>	Bank Guarantee for BID Security	<b>51</b>
<b>III</b>	Format for Power of Attorney for signing of BID	<b>52</b>
<b>IV</b>	Format for Power of Attorney for Lead Member of Joint Venture	<b>54</b>
<b>V</b>	Format for Joint Bidding Agreement for Joint Venture	<b>55</b>
<b>VI</b>	Integrity Pact Format	<b>58</b>
<b>VII</b>	Form of Bank Guarantee for Performance Security	<b>63</b>
<b>VIII</b>	Format of LOA	<b>65</b>
<b>IX</b>	Format of Bid Security Declaration form Bidders	<b>66</b>
<b>X</b>	Form-23A Insurance Surety Bond for EMD / Bid Security	<b>67</b>
<b>Xi</b>	Form-8A Insurance Surety Bond for Performance Security	<b>70</b>
	<b>Annexure of Appendix 1A</b>	
<b>I</b>	Details of Bidder	<b>39</b>
<b>II</b>	Technical Capacity of the Bidder	<b>42</b>
<b>III</b>	Financial Capacity of the Bidder	<b>43</b>
<b>IV</b>	Details of Eligible Project	<b>44</b>
<b>V</b>	Statement of legal capacity	<b>47</b>
<b>VI</b>	Information required to Evaluate the Bid capacity	<b>48</b>
<b>VII</b>	Details of ongoing Works	<b>50</b>

## **DEENDAYAL PORT AUTHORITY**

### **NOTICE INVITING TENDER**

**TENDER NO: C-I: 08/2026**

#### **ONLINE TENDERING (E-TENDERING)**

**NAME OF WORK: Construction of Road Over Bridge (ROB) including Roads and allied facilities at Tuna – Tekra on Engineering, Procurement and Construction (EPC) Mode**

The Deendayal Port Authority (DPA) is engaged in the development of Road over Bridge as part of this endeavour and it has been decided to undertake "Construction of Road Over Bridge (ROB) including Roads and allied facilities at Tuna – Tekra in the state of Gujarat through an Engineering, Procurement and Construction (EPC) Contract mode.

The Deendayal Port Authority now invites bids from eligible contractors for the following project:

<b>State</b>	<b>Name of Work</b>	<b>Tender Fee (In Rs.)</b>	<b>Estimated Cost</b>	<b>Bid Security / EMD (in Rs.)</b>	<b>Last Date and Time of online Submission of bid documents</b>	<b>Date and time of online opening</b>
Gujarat	Construction of Road Over Bridge (ROB) including Roads and allied facilities at Tuna – Tekra on Engineering, Procurement and Construction (EPC) Mode	Rs. 5000.00 (+) 18% GST = 5900.00 (In Digital mode of Payment at Punjab National Bank, Gandhidham branch account no: 0190002100031 883, IFSC code: PUNB0019000).	Rs. 3,74,23,94,189.00/- (Excl. GST)	Rs. 7,48,47,884.00/- in the form of Digital mode/ Insurance Surety Bond/ Bank Guarantee issued in favor of "Board of Deendayal Port Authority" by any nationalized/ scheduled bank except co-operative bank having its branch at Gandhidham as per format in the tender document. Digital mode of Payment at Punjab National Bank, Gandhidham branch account no: 019000210003188 ,IFSC code: PUNB0019000).	15.07.2026 @ 16:00 Hrs.	15.07.2026 @ 16:15 Hrs.

Detailed notice inviting tender along with complete tender documents can be downloaded from DPA's E-tender website <https://tender.nprocure.com> from **15.06.2026 to 15.07.2026 @ 16:00 Hrs.** Tender Notice is also available on <http://deendayalport.gov.in>. Technical Bid will be opened on **15.07.2026 @ 16:15 Hrs.** Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact **Executive Engineer (C-I), Room no. 303, Second Floor A.O. Building, Annexe, Gandhidham-370201, Kutch District, Gujarat State, INDIA**, during working hours before the last date and time of downloading of tender documents.

**Executive Engineer (C-I)  
Deendayal Port Authority**

## **DISCLAIMER**

The information contained in this tender document/ RFP or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this tender document and such other terms and conditions subject to which such information is provided.

This tender document is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this tender document is to provide interested bidders/parties with information that may be useful to them in making their bids pursuant to this document. This tender document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender document. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent Advice from appropriate sources.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way for participation in this bid stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document.

The issue of this tender document does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder JV or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder, and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## GLOSSARY

Glossary items	As defined in Clause
Agreement	1.1.4
Authority	1.1.1
Bank Guarantee	2.20.2
BID(s)	1.2.2
Bidders	1.2.1
Bidding Documents	1.1.5
BID Due Date	1.1.5
Bidding Process	1.2.1
BID Security	1.2.4
BID Price or BID	1.2.6
Contractor	1.1.2
Construction Period	1.2.6
Conflict of Interest	2.2.1(d)
Defect Liability Period	1.2.6
Eligible Experience	2.2.2.5 (i)
Eligible Projects	2.2.2.5 (i)
EPC	1.1.1
EPC Contract	1.1.2
Estimated Project Cost	1.1.3
Feasibility Report	1.2.3
Financial capacity	2.2.2.3 (i)
Government	Government of India
Joint Venture	Clause 2.2.1
Jt. Bidding Agreement	Clause 2.1.11 (f)
Lead Member	Clause 2.1.11 (c)
Lowest Bidder	Clause 1.2.6
LOA	3.3.4
Net Worth	2.2.2.9 (ii)
Performance Security	2.21.1
Additional Performance Security	2.21.1
Project	1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	Disclaimer
Selected Bidder	3.3.1
Technical Capacity	2.2.2.2 (i)
Tie Bids	3.3.2
Threshold Technical Capacity	2.2.2.2 (i)

# 1. SECTION-1: INTRODUCTION

## 1.1. Background

- 1.1.1. The Deendayal Port Authority (the “**Authority**”) is engaged in the development of RoB and as part of this endeavour, it has been decided to undertake Construction of Road Over Bridge (ROB) including Roads and allied facilities at Tuna – Tekra (the “**Project**”) through an Engineering, Procurement and Construction (the “**EPC**”) Contract, and has decided to carry out the bidding process for selection of a Bidder to whom the Project may be awarded. A brief description of the project may be seen in the Detailed tender notice along with complete tender documents can be downloaded from DPA’s E-tender Website <https://tender.nprocure.com> from **15.06.2026 to 15.07.2026 @ 16:00 Hrs.** Tender Notice is also available on <http://deendayalport.gov.in>. Brief particulars of the Project are as follows:

Name of Work	Length in Meter	Estimated Cost	Completion period	Maintenance period
Construction of Road Over Bridge (ROB) including Roads and allied facilities at Tuna – Tekra on Engineering, Procurement and Construction (EPC) Mode	~4823 (6 Lane 3730 + 2 Lane 1090) Length of ROB bridge including Railway portion, piled viaduct, solid approaches (RE Wall & Retaining wall), approach road, and development of service roads including merging and demerging of service Road and Diversion	Rs. 3,74,23,94,189.00/- (Excl. GST) <sup>1</sup>	24 months i.e. 730 days (Seven Thirty Days) <sup>2</sup>	10 (Ten) Years

- 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 here to. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period and Maintenance Period. The Scope of Work of contractor will be including of construction of RE Wall, Retaining Wall, Drains, All Component of Bridges & Approaches also includes Road Furniture, Super Structure, Service Road, etc. and maintenance of the Project during the Defect Liability Period and Maintenance Period which shall be 10 years.

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<sup>1</sup> Estimated Project Cost is the cost of civil work (incl. Electrical work & Maintenance work) for which Bid is invited.

<sup>2</sup> No. of years for completion of work

- 1.1.3. The estimated cost of the Project has been specified in the clause 1.1.1 above. The assessment of actual cost, however, will have to be made by the Bidders.

- 1.1.4. The Agreement sets forth the detailed terms and conditions forward of the project to the Contractor, including the scope of the Contractor's services and obligations.
- 1.1.5. The Authority shall receive Bids pursuant to this tender document in accordance with the terms set forth in this document and other documents to be provided by the Authority pursuant to this tender document (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the bid due date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

## **1.2. Brief Description of the Bidding Process**

- 1.2.1. The Authority has adopted a two stage (referred to as the "**Bidding Process**") for the selection of the Bidder forward of the Project. Under this process, the bid shall be invited under two stage i.e. Technical Bid & Financial Bid. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first stage (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this tender document. (The "**Bidder**", which expression shall, unless repugnant to the context, include the members of the Joint Venture). The Financial Bid under the second stage shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this tender document.
- 1.2.2. The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.2.3. The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Feasibility Report/ prepared by the Authority/consultants of the Authority (the "Feasibility Report/Detailed Project Report") is also enclosed. The Feasibility 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 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.. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4. A Bidder is required to submit, along with its Bid, a Bid Security of Rs. 7,48,47,884<sup>3</sup>
  - i. Earnest money Deposit (EMD) shall be 2 % of the Estimate cost put to tender.
  - ii. The EMD up to Rs. 5 Lakhs shall be payable via digital mode of payment. The proof for transfer of funds to be submitted in technical bid stage. EMD beyond Rs.5 lakhs be payable in form of Digital mode/ Insurance Surety Bond / Bank Guarantee for the entire amount from any Nationalized/Scheduled Bank (except Co-operative Banks) having its branch at Gandhidham. Bank Guarantee submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid/tender. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stands disqualified.
  - iii. EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest money of L2 be refunded immediately after entering into agreement with L1 and acceptance of performance Guarantee from L1.



- iv. EMD is refunded suo-motto with/without any application from the bidders.
- v. The bid security of the successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance security.
- vi. The Bid security may be forfeited, if a) The bidder withdraws the bid after bid opening during the period of bid validity. b) The bidder does not accept the correction of the Bid price, pursuant to any arithmetic errors or c) The successful bidder fails within the specified time limit to (i) Sign the Agreement or (ii) Furnish the required Performances security. (iii) In case the contractor fails to commence the work within stipulated time.
- vii. The bidders shall also submit tender fee<sup>4</sup> Rs.5000/- plus 18% GST = Rs. 5900/- (In digital mode of payment at Punjab National Bank, Gandhidham branch account no: 0190002100031883, IFSC code: PUNB0019000).

<sup>3</sup> The Bid Security shall be an amount equivalent to 1% of the Estimated Project Cost. However, the Authority may, in its discretion, prescribe a higher Bid Security not exceeding 2% of the Estimated Project Cost. In case of a project having an Estimated Project Cost of Rs. 2,000 cr. or above, the Authority may, in its discretion, reduce the Bid Security, but not less than 0.5% of the Indicative Project Cost in any case.

<sup>4</sup> Deleted.

- 1.2.5. Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective bids for award of the contract including implementation of the Project.
- 1.2.6. Bids will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "**Bid Price**"). The total time allowed for completion of construction under the Agreement (the "**Construction Period**") and the period during which the Contractor shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "**Defect Liability Period**")<sup>5</sup> shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents. In this tender document, the term "**Lowest Bidder**" shall mean the bidder who is quoting the lowest bid price.  
price.

<sup>5</sup> The Defect Liability Period/Maintenance Period for the development of National Highway shall be as under:

- (a) 5 (five) years from the date of completion in case of a road being constructed with flexible pavement.
- (b) 10 (ten) years from the date of completion in case of road being constructed with rigid pavement.
- (c) 10 (ten) years from the date of completion in case of road being constructed with flexible pavement using perpetual design.
- (d) 10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges and Tunnels.
- (e) 10 (ten) years from the date of completion for the stretches where new technology/material has been/is proposed to be used.

<sup>§</sup> The categorization whether the project highway is constructed with flexible pavement or rigid pavement shall depend on the basis of major length of the project highway to be covered with that type of pavement.

- 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, except the reason mentioned in clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh bids.

- 1.2.8. Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.
- 1.2.9. Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with identification/ title: "Queries/Request for Additional Information: Construction of Road Over Bridge (ROB) including Roads and allied facilities at Tuna – Tekra on Engineering, Procurement and Construction (EPC) Mode". ("**Project**").
- 1.2.10. A Bidder is required to submit, along with its Technical BID, a self-certification that the item offered meets the local content requirement for 'Class - I Local Supplier' / 'Class - II Local Supplier', as the case may be. The self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification, the bidder will be treated as 'Non-Local Supplier'.  
In the above pretext, the Class - I Local Supplier, Class - II Local Supplier and the Non-Local Supplier are defined as under:-

(i) 'Class - I Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class - I Local Supplier' under this RFP. The 'local content' requirement to categorize a supplier as 'Class - I Local Supplier' is minimum 50%.

(ii) 'Class - II Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class - II Local Supplier' under this RFP. The 'local content' requirement to categorize a supplier as 'Class - II Local Supplier' is minimum 20%.

cal Supplier' under this RFP. The 'local content' requirement to categorize a supplier as 'Class - II Local Supplier' is minimum 20%.

(iii) 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class - II Local Supplier' under this RFP.

(iv) 'Local content' means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local Supplier' / 'Class - II Local Supplier' shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of local content.

### 1.3. Schedule of Bidding Process

The Authority shall Endeavour to adhere to the following schedule:

<b>Sr. No.</b>	<b>Event Description</b>	<b>Date</b>
<b>1</b>	<b>Invitation of RFP (NIT)</b>	15.06.2026
<b>2</b>	<b>Last date for receiving queries</b>	24.06.2026
<b>3</b>	<b>Pre-BID meeting at venue 5.1</b>	24.06.2026 @ 12:00 Hrs
<b>4</b>	<b>Authority response to queries latest by</b>	<b>Shall be uploaded online</b>
<b>5</b>	<b>Last date of Request for BID Document</b>	15.07.2026 up to 16:00 Hrs
<b>6</b>	<b>BID Due Date</b>	15.07.2026 up to 16:00 Hrs
<b>7</b>	<b>Physical Submission of tender requirement</b>	22.07.2026
<b>8</b>	<b>Opening of Technical BIDs at venue 5.1</b>	15.07.2026 @ 16:15 Hrs
<b>9</b>	<b>Declaration eligible / qualified bidders</b>	<b>To be intimated later</b>
<b>10</b>	<b>Opening of Financial BID</b>	<b>To be intimated later</b>
<b>11</b>	<b>Letter of Acceptance (LOA)</b>	<b>To be intimated later</b>
<b>12</b>	<b>Validity of BID</b>	<b>[120 days from BID DUE DATE or from Opening of technical bid]</b>

- 1.4.** It is mandatory to all the prospective bidders that in addition to uploading details on e-tendering Portal and/ or submission of hard copy of the Technical Proposal as per the requirement of tender document.

## **2. SECTION-2: INSTRUCTIONS TO BIDDER**

### **A. GENERAL**

#### **2.1. General terms of Bidding**

- 2.1.1. No Bidder shall submit more than one bid for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another bid either individually or as a member of any Joint Venture, as the case may be.
- 2.1.2. An International Bidder bidding individually or as a member of a Joint Venture shall ensure that Power of Attorney is a postille by appropriate authority and requirement of Indian Stamp Act is duly fulfilled.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement. Further, the statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms there of or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 2.1.4. The bids shall be furnished in the format exactly as per Appendix-I i.e. Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. Bid amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5. The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the bid to commit the Bidder.
- 2.1.6. In case the Bidder is a Joint Venture, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV. In case the Bidder is a Joint Venture, Joint Bidding Agreement in the format at Appendix V.
- 2.1.7. Any condition or qualification or any other stipulation contained in the bids shall render the bid liable to rejection as a non-responsive bid.
- 2.1.8. The bid and all communications in relation to or concerning the Bidding Documents and the bid shall be in English language.
- 2.1.9. This RFP is not transferable.
- 2.1.10. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in clause 2.2.
- 2.1.11. In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:
  - a. Number of members in a Joint Venture shall not exceed 3 (three);

- b. Subject to the provisions of clause(a)above, the Bid should contain the information required for each Member of the Joint Venture;
  - c. Members of the Joint Venture shall nominate one member as the lead member (the “**Lead Member**”). Lead Member shall meet atleast 60% requirement of Bid Capacity, Technical and Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) &2.2.2.3 .The nomination(s)shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Joint Venture. Other Member(s) shall meet at least 20% (requirement of Bid Capacity, Technical and Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3; and JV as a whole shall cumulatively /collectively fulfil the 100% requirement.
  - d. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;
  - e. The lead member shall itself undertake and perform at least 51(fifty-one) per cent of the total length of the project highway,
  - f. Members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix V (the “Jt. Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
    - i. Convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles& responsibilities, if any, of each member;
    - ii. Commit the approximate share of work to be undertaken by each member conforming to sub clause 2.1.11 (e) mentioned above;
    - iii. Include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project (the “Defects Liability Period”) is achieved in accordance with the EPC Contract; and
  - g. Except as provided under this RFP, there shall not be any amendment to the joint Bidding Agreement.
  - h. No Joint Venture up to Estimate Project Cost of Rs. 100 crores (One Hundred Crores).
- 2.1.12. While bidding is open to persons from any country, the following provisions shall apply:
- 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 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.
  - b. 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 rent it who is a resident outside India or where a Bidder or its Member is controlled by persons resident outside India and there by 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.

- c. The holding or acquisition of equity 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, 2011, or any substitute thereof, as in force on the date of such acquisition.
  - d. The Bidder shall promptly inform the authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding process.
  - e. 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.
- 2.1.13. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 2.1.14. The Bidder, including an individual or any of its Joint Venture member, should not be a non-performing party on the bid submission date. The Bidder, including any Joint Venture Member, shall be deemed to be a non-performing party (not applicable to the project whose contract is terminated by the Authority) if it attracts any or more of the following parameters:
- i. Fails to complete or has missed any milestone and progress not commensurate with contiguous unencumbered project length/ROW available even after lapse of 6 months from respective project milestone/ Schedule Completion date, unless Extension of Time has been granted due to Authority's Default or Force majeure.
  - ii. Fails to achieve progress commensurate with funds released from Escrow Account (Equity + Debt + Grant) in BOT or HAM project and variation is more than 25% in the last 365 days.
  - iii. Fails to achieve the target progress or complete the project as per schedule agreed at the time of sanctioning of funds under One Time Funds Infusion (OTFI) or relaxations to contract conditions to improve cash flow solely on account of Concessionaire's/contractor's failure/default.
  - iv. Fails to complete rectification (excluding minor rectifications) as per time given in non-conformity reports (NCR) in design/completed works/maintenance or reported in Inspection Reports issued by Quality Inspectors deployed by the Authority or Officers of the Authority.
  - v. Fails to complete minor rectifications exceeding 3 instances in a project as per time given in non-conformity reports (NCR) in design/completed works/maintenance.

- vi. Fails to fulfil its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this regard.
- vii. Damages/ penalties recommended by Independent/ Authority's Engineer during O&M Period and remedial works are still not taken up.
- viii. Fails to complete Punch list items even after lapse of time for completion of such items excluding delays attributable to the Authority.
- ix. Occurrence of minor failure of structures/ highway due to construction defect wherein no causalities are reported (causalities include injuries to human being/animals);
- x. Occurrence of major failure of structures/highway due to construction defect wherein no causalities are reported (causalities include injuries to human being/animals); .
- xi. Occurrence of major failure of structures/highway due to construction defect leading to loss of human lives besides loss of reputation etc. of the authority.
- xii. Fails to make premium payments excluding the current instalment in one or more projects.
- xiii. 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);
- xiv. Fails to submit the Performance security within the permissible time period in more than one project; Rate Dasar unsatisfactory perform ingenuity/non-performing entity by an independent third-party agency and so notified on the website of the Authority.
- xv. 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.
- xvi. Expelled from the contract or the contract terminated by any Government Authority 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 debarring 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.
- xvii. Fails to start the works or causes delay in maintenance & repair/overlay of the project.

The Bidder, including individual or each member of Joint Venture, shall give the list of the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies (NHAI/ NHIDCL/State PWDs) and the status of above issues in each project as on the bid submission date and undertake that they do not attract any of the above categories (Ref. Sr. No.6, Annex-I of Appendix – IA).

The Bidder including individual or any of its Joint Venture Member may provide

- i. Details of all their on-going projects along with updated stage of litigation, if so, against the Authority / Governments.
- ii. Details of updated on-going process of blacklisting if so, under any contract with Authority / Government; and
- iii. Details of all their on-going projects in the format at Annexure-VIII of Appendix IA.

The Authority reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under this clause 2.1.14. The decision of the Authority in this case shall be final.

- 2.1.15. All orders of Ministry of Finance/DPIIT/any other Government agencies, as applicable and prevalent on the date of LOA, shall be applicable.
- 2.1.16. ies, as applicable and prevalent on the date of LOA, shall be applicable.
- 2.1.17. Entities of countries which have been identified by the Ministry of Road Transport & Highways as not allowing Indian companies to participate in their Government procurement for any item related to the Ministry of Road Transport & Highways shall not be allowed to participate in Government procurement in India for all items related to the Ministry of Road Transport & Highways, except for the list of items published by the Ministry of Road Transport & Highways permitting their participation.
- 2.1.18. Upon declaration of non-performer/debarred, the Contractor/Concessionaire will not be able to participate in any bid for National Highways projects with MoRTH or its executing agencies till such time the debarment persists or the Contractor/Concessionaire is removed from the list of non-performers. In bidding for a particular project, bids from only such firms should be considered for placement of contract, which are neither debarred on the date of opening of tender nor debarred on the date of issue of Letter of Acceptance (LoA). Contracts concluded before the issue of the debarment/declaration as non-performer order shall not be affected by the debarment orders issued subsequently.
- 2.1.19. ter of Acceptance (LoA). Contracts concluded before the issue of the debarment/declaration as non-performer order shall not be affected by the debarment orders issued subsequently.
- 2.1.20. er of Acceptance (LoA). Contracts concluded before the issue of the debarment/declaration as non-performer order shall not be affected by the debarment orders issued subsequently.
- 2.1.21. In case any debarred/declared non-performer firm submits the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred/declared non-performer firms shall be returned to them.
- 2.1.22. Debarment/declaration as non-performer of a particular firm shall automatically extend to all its allied firms. In case a joint venture/consortium is debarred, all partners/members shall stand debarred for the entire period.

## **2.2. Eligibility and qualification requirements of Bidder**

- 2.2.1. For determining the eligibility of Bidder, the following shall apply:
- a. 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 up to Rs. 100 Crore, then joint venture shall not be allowed.
  - b. Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.1.11 above.
  - c. The Bidder should not be indulged in the collapse of ongoing/constructed bridge / span and against whom FIR/charge sheet has been filed or who has been blacklisted/debarred, blacklisted or against whom any criminal case is pending or ongoing or convicted related to any work done in the past/ recent; bidders having criminal background are restricted to participate in the bid.



d. For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply: -

i. Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA (Copy enclosed at Appendix-XII).

ii. "Bidder from a country which shares a land border with India" means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(iii) Beneficial owner for the purpose of (ii) above means:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial

owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- e. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the Bid Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i. 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 share holder thereof having a shareholding of more than 5%(five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause(aa)above, where a person does not exercise control over an intermediary, which a shareholding in the Subject Person, the computation of in direct 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
  - ii. A constituent of such Bidder is also a constituent of another Bidder; or
  - iii. Such Bidder, or any of its Joint Venture Member there of receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof for has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or
  - iv. Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or is
  - v. Such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have

access to each other's information about, or to influence the Application of either or each other; or

- vi. Such Bidder, or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

#### 2.2.2. Qualification requirements of Bidders:

##### 2.2.2.1 BID Capacity

Bidders who *interalia* meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per Clause 1.1.1). The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA:

Assessed Available BID capacity =  $(A \times N \times 2.5 - B + C)$ ,

Where,

N= Number of years prescribed for completion of work for which Bid is invited

A = Maximum value of civil engineering works excluding the amount of bonus received, if any,

in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note-3 below) taking into account the completed as well as works in progress. The **EPC projects** include turnkey project/ Item rate contract/ Construction works.

B = Value (updated to the price level of the year indicated in table below at note-3) of existing commitments, works for which Appointed Date/ Commencement Date has been declared or on-going works to be completed during the Period of completion of the works for which bid is invited. For the sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/ Commencement Date not declared as on Bid Due Date shall not be considered while calculating value of B

C = The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3 below).

Note:

1. The Statement showing the value of all existing commitments work for which the Appointed Date/Commencement date has been declared and on-going works as well as the stipulated period of completion remaining for each of the works listed should be count signed by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorized Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor. In case the information provided is not true or any information not provided for existing commitments, the bidder shall be debarred for a period of one year from participating in future bids of DPA.

2. The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects.
3. The factor for the year for up-dation to the price level is indicated as under:

Financial Year	FY 2024-25	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21
Up-dation Factor	1.00	1.02	1.02	1.11	1.26

4. The Bid capacity status of the bidder to be updated as on the day before opening the financial bids.

#### 2.2.2.2 Technical Capacity

For demonstrating technical capacity and experience (the “**Technical Capacity**”), the bidder shall, over the past 5(five) financial years preceding the bid Due Date, have received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a PPP project, such that the sum total there of as further adjusted in accordance with clause 2.2.2.5 (i) & (ii) is more than Rs. 374.24 Crores (Excl. GST) (Rupees Three Hundred Seventy Four Crores Twenty Four lakhs only) (the “**Threshold Technical Capacity**”).

The Threshold Capacity for Stand-alone specialized projects (Major Bridge /ROB / Flyover/Tunnel) shall be 1.0 times the Estimated Project Cost (EPC) of the project.

Sr. No.	Estimate Project Cost (EPC) of the project being invited	Threshold Technical Capacity
1	Estimated Project Cost < 100 Crore	0.75 times EPC
2	Estimated Project Cost > 100 Crore	1.0 times EPC
3	Estimated Project Cost > 500 Crore and <= 1000 Crore	1.0 times EPC
4	Estimated Project Cost > 1000 Crore	1.0 times EPC or Rs. 1000 Crore, whichever is less
5	Estimated Project Cost > 1000 Crore of stand-alone specialized project	1.0 times EPC or Rs. 1000 Crore, whichever is less

#### i. For Stand-alone specialized projects:

**Major Bridges/ROB/Flyovers projects:** The sole Bidder, or in case the Bidder is a Joint Venture, the Lead Member of such Joint Venture, shall have completed, during the last seven (7) financial years preceding the Bid Due Date or up to the Bid Due Date, at least one similar Major Bridge / ROB / Flyover project.

Such project shall meet the following criteria:

- a. The project shall have a minimum span equal to or greater than 80% of the longest span of the proposed structure, i.e., not less than 30 meters;
- b. The project shall have a total length of Major Bridge / ROB / Flyover equal to at least 40% of the proposed length, i.e., not less than 640 meters;
- c. The project shall satisfy the following cost criteria with respect to the estimated cost of the specialized structure component (₹277.04 Crores, excluding GST):

- i. Two similar completed works, each costing not less than 25% of the estimated cost of specialised structure component, i.e., ₹69.26 Crores,

OR

- ii. One similar completed work costing not less than 35% of the estimated cost of specialised structure component, i.e., ₹96.97 Crores.

For this purpose, a project shall be considered as completed if more than 90% of the value of work has been completed, and the completed value of work is equal to or greater than the above-mentioned criteria. Certificate(s) from the concerned client(s) shall be required for the same. In case the claimed project(s) are subcontracting or Joint Venture projects, approval from the Government Authority/Client shall be required, restricted to the allowable subcontracting limit or Joint Venture share in the original contract.)

- ii. The up-dation factor to update the price of the eligible projects for the year indicated in table below:

Financial Year	FY 2024-25	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21
Up-dation Factor	1.00	1.02	1.02	1.11	1.26

#### 2.2.2.3 Financial Capacity:

- i. The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of Rs. 18.71 crore (Rupees Eighteen Crores Seventy-one lakhs Only) at the close of the preceding financial year.
- ii. The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year indicated in table below) of Rs 74.85 Crores (Rupees Seventy-Four Crores Eighty-Five lakhs only) for the last 5 (five) financial years

Financial Year	2024-25	2023-24	2022-23	2021-22	2020-21
Up-dation Factor	1.00	1.02	1.02	1.11	1.26

Note: - Above Cost should be excluding GST.

#### 2.2.2.4 In case of a Joint Venture:

- i. The Bid capacity, Technical Capacity and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 60% requirement of Bid Capacity, Technical and Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3 and each of the other JV members shall meet at least 20% requirement of Bid Capacity, Technical and Financial capacity as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3. For avoidance of doubt, it

is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria. i.e. JV shall cumulatively /collectively fulfil the 100% requirement.

- ii. For the requirements of 2.2.2.2 (i) similar work should have been completed from the Eligible Projects in Category 1 and/or Category 3.

#### 2.2.2.5 Categories and factors for evaluation of Technical Capacity:

- i. Subject to the provisions of Clause 2.2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 2.2.2.6 (i) & (ii) (the "Eligible Projects"). In case the Bidder has experience across different categories, the experience for each category would be computed as per the weight of the following factors to arrive at its aggregated Eligible Experience:

Category	Project / Construction experience on Eligible Projects	Factors
1	Project in the highways sector that qualifies under clause 2.2.2.6 (i)	1
2	Project in core sector that qualifies under clause 2.2.2.6 (i)	0.75
3	Construction in the highway sector that qualifies under clause 2.2.2.6 (ii)	1
4	Construction in the core sector that qualifies under clause 2.2.2.6 (ii)	0.75

- ii. The Technical capacity in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product there of shall be the Experience Score for such Eligible Project.
- iii. For the purpose of this RFP:
  - a. Highways sector would be deemed to include highways, expressways, bridges, tunnels, runaways, railways (construction/ re-construction of railway tracks, yards for keeping containers etc.) metro rail and ports (including construction / re-construction cost of jetties, any other linear infrastructure including bridges etc.); and
  - b. Core sector would be deemed to include civil construction cost of power sector, commercial setups (SEZs etc.), airports, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage, stadium, hospitals, hotel, smart city, warehouses/silos, oil and gas and real estate development. Core sector will also include the projects with the title RIDF, PMGSY road, link road, city roads, rural road, sector/ municipality road, real estate projects which demonstrate road development/construction bridges or culverts, Performance-Based Maintenance Contracting work (PBMC), O&M work, Short Term Maintenance Contract (STMC), railways (construction/re-construction cost of Jetties, any other linear infrastructure including bridges etc.).
- iv. In case of projects executed by applicant under category 3 and 4 as a member of a joint venture, the project cost should be restricted to the share of the applicant in the joint venture for determining eligibility as per provision under clause 2.2.2.2. In case Statutory

Auditor certifies that, the work of other member(s) is also executed by the applicant, then the total share executed by applicant can be considered for determining eligibility as per provision under clause 2.2.2.2.

- v. Maintenance works are not considered as eligible project for evaluation as per Instruction No.6 to Annex-IV. As such works with nomenclature like PR, OR,FDR,SR, site/micro grading, surface renewal, resurfacing work, Tarring, B.T.surface work, temporary restoration, urgent works, periodic maintenance, repair& rehabilitation, one time maintenance, permanent protection work of bank, external pre stressing, repair of central hinge, short term OMT contract of NHAI, any type of work related to border fencing, work of earthwork alone, construction of buildings/ hostels etc, or not specified, shall not be considered. However, such maintenance works shall be considered as eligible projects in case of maintenance works to be taken up on EPC mode.
- vi. The works such as Improvement in Riding Quality work (IRQP/IRQ), shall be considered for Technical Capacity [2.2.2.2 (i)] but not for similar completed works [2.2.2.2 (ii)] . However, such work shall be considered for similar completed works [2.2.2.2 (ii)] in case of Maintenance works to be taken up on EPC mode.
- vii. In case both the estimated cost of project and revised cost of project are provided, the revised cost of project shall be considered for evaluation.

#### 2.2.2.6 Eligible Experience on Eligible Projects in respect of each category:

- i. For a project to qualify as an Eligible Project under Categories 1 and 2:
  - a. It should have been undertaken as a PPP project on BOT, BOLT, BOO,BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;
  - b. the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed.
  - c. For projects up to Rs. 100 Cr.: the capital cost of the project should be more than 5% of the amount specified as the Estimated Project Cost.  
  
and  
  
For projects more than Rs. 100 Cr.: the capital cost of the project should be more than 10% of the amount specified as the Estimated Project Cost.
  - d. the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have itself undertaken the construction of the project for an amount equal to at least one half of the Project Cost of eligible projects, excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purposes of construction.

- ii. For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received/ work executed, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of or work executed amount less than Rs. 37.42 crore (Rupees Thirty Seven Crores Forty Two lakhs Only) shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land and also cost towards pre-construction activities (like shifting of utilities etc.) shall not be included hereunder.
- iii. The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Joint Venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- iv. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture. In other words, no double counting by a Joint Venture in respect of the same experience shall be permitted in any manner whatsoever.

#### 2.2.2.7 Submission in support of Technical Capacity

- i. The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.
- ii. The Bidder must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.
- iii. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex -IV of Appendix-IA.

#### 2.2.2.8 Submission in support of financial capacity

- i. The Technical Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Joint Venture) for the last 5 (five) financial years, preceding the year in which the bid is submitted.
- ii. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- iii. The Bidder must establish the minimum Net Worth specified in Clause 2.2.2.3, and provide details as per format at Annex-III of Appendix-IA.

#### 2.2.2.9 Bidder shall upload on the e-tendering portal as per the format at Appendix-IA, complete with its Annexes, the following:



- i. Certificate(s) from its statutory auditors or the concerned client(s) stating the payments received or in case of a PPP project, the construction carried out by itself, during the past 5 years, in respect of the Eligible Projects. In case a particular job/contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in PPP Projects as applicable the share in work done for that particular job/contract by producing a certificate from its statutory auditor or the client; and
- ii. Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.2.9(ii). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

### **2.3. Proprietary data**

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 other than preparation and the submission of 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 provision 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, documents or any information provided along therewith.

### **2.4. Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **2.5. Site visit and verification of information**

- 2.5.1. Bidders are encouraged to submit their respective bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.
- 2.5.2. It shall be deemed that by submitting a bid, the Bidder has:
  - a. Made a complete and careful examination of the Bidding Documents, Schedules annexed to EPC agreement Document;
  - b. Received all relevant information requested from the Authority;
  - c. Accepted the risk of inadequacy, error or mistake in the information provided in the

Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above. No claim shall be admissible at any stage on this account.

- d. Satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 here in above necessary and required for submitting an informed bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
  - e. Acknowledged and agreed that in adequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Contractor;
  - f. Acknowledged that it does not have a Conflict of Interest; and
  - g. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

## **2.6. Verification and Disqualification**

- 2.6.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the Authority hereunder.
- 2.6.2. The Authority reserves the right to reject any bid and appropriate the bid Security if:
- a. At any time, a material misrepresentation is made or uncovered, or
  - b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/rejected. If such disqualification/rejection occurs after the bids have been opened and the lowest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh bids.

- 2.6.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability, subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, not with-standing anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be

entitled to forfeit and appropriate the bid Security or Performance Security, as the case maybe, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise.

- 2.6.4. 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 being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

## **B. DOCUMENTS**

### **2.7. Contents of the RFP**

- 2.7.1. This RFP comprises the Disclaimer set forth here in above, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.9.

#### **Part – I**

Invitation for BIDs

Section 1.Introduction

Section 2.Instructions to Bidders

Section 3.Evaluation of BIDs

Section 4.Fraud and Corrupt Practices

Section 5.Pre –Bid Conference

Section 6.Miscellaneous

#### **Appendices**

IA. Letter comprising the Technical BID including Annexure I to VII

IB. Letter comprising the Financial BID

II. Bank Guarantee for BID Security

III. Power of Attorney for signing of BID

IV. Power of Attorney for Lead Member of Joint Venture

V. Joint Bidding Agreement for Joint Venture

VI. Integrity Pact Format

VII. Form of Bank Guarantee (For Performance Security) VIII. Format of LOA

## **Part –II**

EPC Agreement Document with schedules

## **Part – III**

Feasibility Report/Detailed Project Report provided by the authority

Preliminary Drawings

- 2.7.2. The draft Agreement and the Feasibility Report provided by the Authority as part of the bid documents shall be deemed to be part of this RFP.

### **2.8. Clarifications**

- 2.8.1. In accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified there in, but no later than 15(fifteen) days prior to the BID Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3. The Authority may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarification and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### **2.9. Amendment of RFP**

- 2.9.1. At any time prior to the bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2. Any Addendum issued hereunder will be hosted on the e-Tendering Portal <https://www.nprocure.com/>.
- 2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the BID Due Date.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10. Format and Signing of Bid**

- 2.10.1. The Bidder shall provide all the information sought under this tender document. The Authority will evaluate only those bids that are received online in the required formats and complete in

all respects and Bid Security, payment towards cost of bid document, POA and Joint Bidding Agreement etc. are received in hard copies.

- 2.10.2. The BID shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialled by the person(s) signing the BID.

## **2.11. Documents comprising Technical and Financial BID**

- 2.11.1. The Bidder shall first upload all the project details, net worth details, turnover details, and all other details required in this RFP for technical qualification. The Bidder shall ensure that all the details are updated as on the due date of submission of this bid.

The Bidder shall submit then apply for RFP on <https://www.nprocure.com> by submitting the document mentioned below along with the supporting documents which shall comprise of the Technical BID on the portal:

### **Technical Bid**

- a. Appendix-IA (Letter comprising the Technical Bid) including Annexure I to IV, V AND VI and supporting certificates/documents.
- b. Power of Attorney for signing the bid as per the format at Appendix-III.
- c. if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV.
- d. If applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-V
- e. Earnest Money Deposit / BID Security of Rs. 7,48,47,884.00/- in the form of Digital Mode /Insurance Surety Bond/ Bank Guarantee in the format at Appendix-II from a Nationalized/Scheduled Bank (to submitted physically as well)
- f. Deleted.
- g. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of tender fee/ EMD. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Appendix-IX), failing which the bid shall be considered non-responsive. Such bidders shall upload the scanned copy of valid certificate in technical bid. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD.
- h. Tender fee: Copy of Online Receipt towards payment of cost of tender/bid document of Rs. 5000.00 (+) 18% GST = Rs. 5900/- (Rupees Five Thousand Nine Hundred only) for bid document shall be submitted as per para 1.2.4 of this RFP document.
- i. Bidder shall comply with the provisions of (Appendix-VI) regarding Integrity Pact (IP) agreement as above:
  - (i) The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.

- (ii) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the duly filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.
- (iii) In case of Partnership firm, IP agreement needs to be signed by all the partners of partnership firm/authorized partner of the Partnership firm. Copy of partnership deed & authorization letter may be submitted. In case of Private Limited Company, IP agreement needs to be supported with copies of 'Power of Attorney and Board resolution' shall be submitted at technical bid stage. If the Bidder is a Joint Venture or a consortium, Integrity pact agreement must be signed by all joint venture members or consortium members.
- (iv) In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm only otherwise the bid will not be considered for further evaluation.
- j. An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by DPA and amendments uploaded, if any; and
- k. Annexure-VIII of Appendix- IA showing details of all ongoing project works (Ref Clause 10.3 (iv) of EPC Agreement).
- l. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed.
- m. Copies of duly audited complete annual accounts of the Bidder or of each member (in case of Joint Venture) for preceding 5 years.

### **Financial Bid**

- n. Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through e-procurement portal on or before **16:00 Hrs on 15.07.2026**.

2.11.2. The Bidder shall submit the following documents physically within 7 days from the bid due date:

- a. Appendix-IA (Letter comprising the Technical Bid) including Annexure I-VI and supporting certificates / documents
- b. Power of Attorney for signing the bid as per format at Appendix-III;
- c. If applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
- d. If applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-V;
- e. EMD/Bid Security of **Rs 7,48,47,884.00/-** in the form of Original Insurance Surety Bond/ Bank Guarantee/ Digital Mode in the format at Appendix-II & X from a Nationalized/ Scheduled Bank;
- f. Tender fee: Copy of Online Receipt towards payment of cost of tender/bid document of Rs. 5000.00 (+) 18% GST = Rs. 5900/- for bid document as per para 1.2.4 of this RFP

document;

- g. Integrity pact agreement with requisition details as per the format at Appendix-VI
  - h. An undertaking from the person having PoA referred to in Sub Clause-(b) above that they agree and abide by the Bid documents uploaded by DPA and amendments uploaded, if any;
  - i. Annexure-VII of Appendix – IA showing details of all ongoing project works.
  - j. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed.
  - k. Copies of duly audited complete annual accounts of the Bidder or of each member (in case of Joint Venture) for preceding 5 years.
- 2.11.3. Envelope shall clearly bear the identification **“BID for Construction of Road Over Bridge (ROB) including Roads and allied facilities at Tuna – Tekra on Engineering, Procurement and Construction (EPC) Mode”** and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right-hand top corner of the envelope.
- 2.11.4. The envelope shall be addressed to the following officer and shall be submitted at the respective address:

ATTN.OF	EXECUTIVE ENGINEER (C-I)
DESIGNATION	EXECUTIVE ENGINEER (C-I DIVISION)
ADDRESS:	DEENDAYAL PORT AUTHORITY A.O. Building, Gandhidham-370201, Kutch District, Gujarat State, INDIA
PHONE NO	87586 59669
EMAIL ADDRESS	<a href="mailto:constdiv1@gmail.com">constdiv1@gmail.com</a>

- 2.11.5. If the envelopes is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the bid submitted and consequent losses, if any, suffered by the Bidder.
- 2.11.6. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

## 2.12. BID Due Date

- 2.12.1. Financial bid comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement website on <https://www.nprocure.com> on or before **15.07.2026 up to 16:00 Hrs.** Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before as per NIT on **22.07.2026** at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4. The technical details will be captured from the n-procure, CPPP & DPA website once the bidder has applied on it.

## **2.13. Late Bids**

E-procurement portal on <https://www.nprocure.com> shall not allow submission of any Bid after the prescribed date and time at clause 2.12. Physical receipt of documents listed at clause 2.11.2 of the RFP after the prescribed date and time at clause 2.12 shall not be considered and the bid shall be summarily rejected.

## **2.14. Procedure for e-tendering / Submission of Bids**

### **2.14.1. Accessing/ Purchasing of BID documents**

- 2.14.1.1 In case bidders need any clarifications or if training is required to participate in online tenders, they can contact (n) Procure Support team at following address: -

(n) code Solutions – A division of GNFC Ltd., (n)Procure Cell,  
403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054(Gujarat).

Contact Details:

Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525

BSNL: +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689

Fax: +91-79-26857321, 40007533

E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

### **2.14.2. Preparation & Submission of Bids**

- 2.14.2.1 The Bidder may submit his Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is also available on e-procurement portal.
- 2.14.2.2 The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the on-line submission of BID.
- 2.14.2.3 Bid must be submitted online only through e-procurement portal <https://www.nprocure.com> using the digital signature of authorised representative of the Bidder on or before **15.07.2026 up to 16:00 Hrs.**

### **2.14.3. Modifications / Substitution/ withdrawal of Bids**

- 2.14.3.1 The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- 2.14.3.2 For modification of e-BID, Bidder has to detach its sold BID from e-procurement portal and upload / resubmit digitally signed modified bid. For withdrawal of Bid, Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-Bid. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot re-submit e-Bid again.

## **2.15. Online Opening of Bids.**

- 2.15.1. Opening of Bids will be done through online process.

- 2.15.2. DPA shall on-line open Technical Bids on **15/07/2026 @ 16:15 Hrs.** , in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have



been physically received. DPA will subsequently examine and evaluate the bids in accordance with the provisions of Section 3 of RFP.

## **2.16. Rejection of Bids**

- 2.16.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any BID and to annul the Bidding Process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.16.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## **2.17. Validity of Bids**

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date/ opening of technical bid. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

## **2.18. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of the BID, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **2.19. Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any bid. However, the Authority would display the result of technical evaluation on the web portal (n-procure) for 7 days including reasons for non-responsiveness, if any, and the financial bid will be opened thereafter.

## D. BID SECURITY

### 2.20. BID Security

- 2.20.1. Earnest money Deposit (EMD) shall be 2% of the Estimate cost put to tender.
- 2.20.2. The EMD up to Rs.5 Lakhs shall be payable via digital mode of payment. The proof for transfer of funds to be submitted in technical bid stage. EMD beyond Rs.5 lakhs be payable in form of **Digital mode/ Insurance Surety Bond / Bank Guarantee** for the entire amount from any Nationalized/Scheduled Bank (except Co-operative Banks) having its branch at Gandhidham. Bank Guarantee submitted as Earnest Money shall be valid for 45 days beyond the validity of the bid/tender. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- 2.20.3. EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest money of L2 be refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- 2.20.4. EMD is refunded suo-motto with/without any application from the bidders.
- 2.20.5. The bid security of the successful bidder will be discharged (refunded after he has signed the Agreement and furnished the required Performance security).
- 2.20.6. The Bid security may be forfeited, if
- The bidder withdraws the bid after bid opening during the period of bid validity.
  - The bidder does not accept the correction of the Bid price, pursuant to any arithmetic errors or
  - The successful bidder fails within the specified time limit to
    - Sign the Agreement or
    - Furnish the required Performances security.
    - In case the contractor fails to commence the work within stipulated time.

The forfeiture of the bid security is entirely discretion of employer. No any claims in this regards shall be entertained.

"In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of Tender fee & EMD. Such bidder shall upload in technical bid a scanned copy of valid certificate. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed '**Bid Securing Declaration**' as per format provided in the tender document (Annexure IX), failing which the bid shall be disqualified: -  
NIC codes regarding similar work is mentioned below:

Level	Description
Section-F	Construction
Division-42	Civil Engineering
Group-421	Construction of Roads & Railways (All Sub-Classes under this group)

## 2.21. Performance Security

Security deposit shall consist of two parts;

- a) Performance Guarantee to be submitted at award of work, and
- b) Retention money to be recovered from Running Bills.

Security Deposit/ Performance guarantee shall be 10% of Contract price of which 5% of contract price should be submitted as **FDR or Insurance Surety Bond / Bank Guarantee** of Nationalized/scheduled bank (except Co-operative) Banks having its branch at Gandhidham, and BG should remain valid for 60 (Sixty) days beyond the date of completion of all contractual obligation of the concern contract including Defect liability period or Digital transfer within (21 days in case of domestics bid and within 28 days in case of global bids) of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period, (Subject to fulfilment of clause no 11.20 of the agreement ), NOC from Geology and Mining Department, Bhuj/Anjar & Payment of welfare cess for final bill.)

In addition to performance security (usually five percent), contracts for works usually provide for a percentage (usually five percent) of each running bill (periodic/interim payment) to be withheld as security deposit/retention money until final acceptance. The earnest money instead of being released may form part of the security deposit.

The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptance to the procuring entity at the following stages;

- i. After the amount reaches half of the value of the limit of retention money and
- ii. After the amount reaches the maximum limit of retention money. One-half of the retention money (of BG, which replaced retention money) shall be released on the issue of the taking-over certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the work or final payment, whichever is earlier on certification by the engineer. In the event of different applicable to different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.

In case of JV (If applicable), the BG towards performance security shall be provided by all partners in proportion to their participation.

Failure of the successful bidder to comply with the requirements of above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.

The documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

## **3. Section 3: EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS**

### **3.1. Evaluation of Technical Bids**

- 3.1.1 The Authority shall open the bids received physically **on or before 22.07.2026** & online at **15.07.2026 @16:15 Hrs** as per NIT at the place specified in Clause 2.11.4; and in the presence of the Bidders who choose to attend.
- 3.1.2 Technical Bids of those Bidders, who have not submitted their Bid online, shall not be considered for opening and evaluation.
- 3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- 3.1.4 To facilitate the evaluation of Technical bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. The bids will be examined on the e-tendering portal and evaluated in accordance with the provisions set out in Section 3. The Authority will subsequently flag issues, if any with the data updated by the Bidders.
- 3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 3.1.6 Tests of responsiveness
  - 3.1.6.1 As a first step towards evaluation of Technical bids, the Authority shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:
    - a. Technical Bid is received online as per the format at Appendix-IA including Annexure I to IV, V and VI (Bid capacity format);
    - b. Documents listed at clause 2.11.2 are received physically or on e-tendering portal.
    - c. Technical Bid is accompanied by the EMD/bid Security as specified in Clause 1.2.4 and 2.20;
    - d. The Power of Attorney is uploaded on e-tendering portal as specified in Clauses 2.1.5;
    - e. Technical Bid is accompanied by Power of Attorney for Lead Member of Joint Venture and the Joint Bidding Agreement as specified in Clause 2.1.6, if so required.
    - f. Technical Bid contains all the information (complete in all respects);
    - g. Technical Bid does not contain any condition or qualification; and
    - h. Copy of Online Receipt towards payment of cost of bid document of Rs.5900/- (Rupees Five Thousand Nine Hundred only) to (In digital mode of payment at Punjab

National Bank, Gandhidham branch account no: 0190002100031883 IFSC code: PUNB0019000) towards cost of Bid document.

i. Valid Integrity Pact Agreement

- 3.1.6.2 The Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 3.1.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.
- 3.1.8 The Authority will get the bid security verified from the issuing authority and after due verification, the Authority will evaluate the Technical bids for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.
- 3.1.9 The bidder will be automatically evaluated on the e-tendering portal 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 clarifications from the Applicants who fail to qualify.

### **3.2. Opening and Evaluation of Financial Bids**

The Authority shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-tendering portal and e- mail. The Authority shall open the online Financial Bids of the remaining bidders only on schedule date and time in the presence of the authorised representatives of the bidders who may choose to attend. The Authority shall publicly announce the Bid Prices quoted by the technically responsive Bidder. Thereafter, the Authority shall prepare a record of opening of Financial Bids.

### **3.3. Selection of Bidder**

- 3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6, the Bidder shall be declared as the selected Bidder (the "Selected Bidder") in pursuance to the procedure defined hereunder: -
- 3.3.2 declared as the selected Bidder (the "Selected Bidder") in pursuance to the procedure defined hereunder: -

(i) Among all the responsive bidder, the lowest bidder will be termed as L1. If L1 is 'Class-I Local Supplier', the contract will be awarded to L1.

(ii) If L1 is not 'Class - I local supplier' the lowest bidder among the 'Class - I local supplier', will be invited to match L1 price subject to Class I local supplier's quoted price falling within the margin of purchase preference, and the contract will be awarded to such 'Class - I local supplier' subject to matching the L1 price.

(iii) In case such lowest eligible 'Class - I local supplier' fails to match the L1 price, the 'Class - I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.  
preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.

In case none of the 'Class - I local supplier' within the margin of purchase preference matches the L1 price, the contract shall be awarded to the L1 bidder.

'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class - I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

- 3.3.3 Subject to the provisions of Clause 2.16.1, the Bidder whose bid is adjudged as responsive in terms of Clause 3.1.6 and who quotes the lowest price shall be declared as the selected Bidder (the "**Selected Bidder**").
- 3.3.4 In the event that two or more Bidders quote the same bid Price (the "**Tie Bids**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.3.5 In the event that the Lowest Bidder is not selected for any reason except the reason mentioned in Clause 2.1.12 (b)), the Authority shall annul the Bidding Process and invite fresh BIDs. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.3.6 After selection, a Letter of Award (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.
- 3.3.7 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. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- 3.3.8 Deleted

#### **3.4. Contacts during bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/or their employees/ representatives on matters related to the bids under consideration.

#### **3.5. Correspondence with Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

- 3.6.** Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

## 4. Section 4: FRAUD AND CORRUPT PRACTICES

"Code of integrity for public procurement – Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts.

- (i) **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- (ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.
- (iii) **"Anti-competitive practice"**: any collusion, bid rigging or anti-competitive, bid rigging or anti-competitive arrangement or any other practice coming under the purview of the competition act, 2002 between two or more bidders, with or without the knowledge of the procuring entity that may impair the transparency, fairness and the progress or to establish bid prices at artificial non-competitive levels;
- (iv) **"Coercive practice"**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- (v) **"Conflict of interest"**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain and
- (vi) **"Obstructive practice"**: materially impede the procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering or by concealing of evidence material to the investigations or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigations or from pursuing the investigations or by impeding the procuring entity's rights of audit or access to information.

## **5. SECTION 5: PRE-BID CONFERENCE**

- 5.1** The bidder or his official representative is invited to attend a pre-bid meeting, which will take place on **24.06.2026 @ 12:00 Hrs.** at Old Board Room, A.O. Building, Deendayal Port Authority, Gandhidham - Kutch, Gujarat.
- 5.2** The purpose of the meeting will be to clarify issues and to answer question on any matter that may be clarified at that stage. But written comments/ reply prevails. Quarries raised after pre-bid meeting shall not be entertained.
- 5.3** The bidder is requested to submit any questions in writing or by cable to reach the Employer on or before the meeting.
- 5.4** Deleted
- 5.5** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.



## **6. SECTION 6: MISCELLANEOUS**

- 6.1.** The Bidding Process shall be governed by and construed in accordance with, the laws of India and the Courts at Gandhidham shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2.** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
  - b. Consult with any Bidder in order to receive clarification or further information.
  - c. Retain any information and / or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and / or
  - d. Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder.
- 6.3.** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant here to and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**APPENDIX IA**  
**LETTER COMPRISING THE TECHNICAL BID**  
**(Refer Clause 2.1.4, 2.11.1 and 3.1.6)**

To,  
Executive Engineer (C-I),  
Construction -I Division,  
Deendayal Port Authority,  
Room No. 303, 2<sup>nd</sup> Floor,  
New Annex Building,  
Gandhidham- Kachchh- 370201

**Sub: Construction of Road Over Bridge (ROB) including Roads and allied facilities at  
Tuna – Tekra on Engineering, Procurement and Construction (EPC) Mode**

Dear Sir,

With reference to your RFP document dated \_\_\_\_\_

1. I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and it's the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last two years, we/ any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC &EI works, State Highways-Bridges as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronounce mentor arbitration award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.
7. I/ We declare that:
  - a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (c)and 2.6.4 of the RFP document; and
  - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practice, as defined in Section 4 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - e) The undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the Bid Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.
  - 9. I/We believe that we/our Joint Venture satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the RFP document.
  - 10. I/We declare that we/ any Member of the Joint Venture or our/Joint Venture member are not a Member of any other Joint Venture submitting a Bid for the Project.
  - 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project which relates to a grave offence that outrages the moral sense of the community.
  - 12. I/We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture members have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  - 13. I/We further certify that no investigation by a regulatory authority is pending either against us/ any member of Joint Venture or against our CEO or any of our directors/ managers/ employees.
  - 14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Annexure-VII of Appendix -IA thereof.
  - 15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
  - 16. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
  - 17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned project and terms and implementation

thereof.

18. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also surveyed the project highway and the traffic. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
20. I/ We offer a Bid Security of Rs 7,48,47,884/- (Seven crore Forty-eight lakh Forty Seven thousand, Eight hundred and Eighty Four rupees only ) to the Authority in accordance with the RFP Document.
21. The Bid Security in the form of a receipt of digital mode of payment / Bank Guarantee/ Insurety Bond is attached.
22. The documents accompanying the Technical bid, as specified in Clause 2.11.1 of the RFP, have been submitted in separate files.
23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/ Contract is not awarded to me/us or our Bid is not opened or rejected.
24. The Bid Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. We, the Joint Venture agree and undertake to jointly and severally liable for all the obligations of the EPC Contractor under the Contract Agreement.
27. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
28. I/ We hereby submit our Bid and offer a Bid Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

Date:

Place:

Name & Seal of Bidder/ Lead Member

**APPENDIX – IB**  
**Letter comprising the Financial BID**  
**(Refer Clauses 2.1.4, 2.11.1 and 3.1.6)**

Date: \_\_/\_\_/\_\_\_\_

To,  
Executive Engineer (C-I),  
Construction -I Division,  
Deendayal Port Authority,  
Room No. 303, 2<sup>nd</sup> Floor,  
New Annex Building,  
Gandhidham- Kachchh- 370201

**Sub: Construction of Road Over Bridge (ROB) including Roads and allied facilities at  
Tuna – Tekra on Engineering, Procurement and Construction (EPC) Mode**

Dear Sir,

With reference to your RFP document dated \_\_\_\_\_,

1. I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. The Bid Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
4. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid due date specified in the RFP.
7. I/ We hereby submit our Bid and offer a Bid Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,  
(Signature, name and designation of the Authorised signatory)

Date:

Place:

Name & Seal of Bidder / Lead Member

**ANNEX – I**  
**Details of Bidder**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
  - (f) Class III Digital Signature Certificate ID number:
5. In case of a Join Venture (JV)
  - (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.15(g) should be attached to the Application.
  - (c) Information regarding the role of each Member should be provided as per table below:

Sl.	Name of Member	Role	Share of work in the Project
1.			
2.			
3.			

- (d) The following information shall also be provided for each member of joint venture

Name of the Applicant / Member of Joint Venture

Sr. No.	Criteria	Yes/No
1	Has the Bidder/ constituent of the Joint Venture been barred by the Ministry of Road Transport & Highways or its implementing agencies or any other Government Institution for the works of Expressways, National Highways, ISC and EI works, State Highways –Bridges from participating in bidding	
2	If the answer to 1 is yes, does the bar subsist as on BID due date.	

6. (a) I/ We certify that in the last two years, we/ any of the JV partners have neither failed to perform for the works of 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 Deendayal Port Authority or its implementing agencies for breach on our part.
- (b) I/ We certify that we/ any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at Clause 2.1.14 (Section-2) of Instructions to Bidders in the projects of Expressways, National Highways, ISC and EI works of Deendayal Port Authority or its implementing agencies and furnished the complete details.
7. (a) I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.
- (b) I/ We further certify that no investigation by any investigating agency in India or outside is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees
- statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in current projects, as on bid due date is given below (attach extra sheets, if necessary) w.r.t. para 2.1.14.

Name of the bidder/ Member of JV

Sr. No.	Categories of non-performer	Project 1	Project 2
i.	Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on there commendations of the Independent Engineer due to Authority's default;		
ii.	Fails to complete a project, as per revised schedule, for which Onetime Fund Infusion (OTFI) has been sanctioned by the Authority;		
iii.	Physical progress on any project is not commensurate with the funds released (equity+debt.+grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;		
iv.	Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;		
v.	Fails to fulfil its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this behalf;		
vi.	Fails to attend to Non-Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer		

Sr. No.	Categories of non-performer	Project 1	Project 2
	on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.		
vii.	Fails to make premium payments excluding the current instalment in one or more projects.		
viii.	Damages/ Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.		
ix.	Fails to achieve financial closure in two or more projects within the given or extended period(which shall not be more than six months in any case).		
x.	Fails to submit the Performance Security within the permissible period in more than one project(s).		
xi.	Rated as an unsatisfactory performing entity/ non- performing entity by an independent third party agency and so notified on the website of the Authority.		

I/We certify that the list is complete and covers all the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies or any other Government Institutions and that we/ any of the JV partners do not fall in any of the above categories of being a Non-Performing entity.

Name & Seal of Bidder/ Lead Member

(Signature, name and designation of the Authorised signatory)

For and Behalf of.....



## ANNEX-II

### Technical Capacity of the Bidder<sup>@</sup> (Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the RFP)

Applicant Type	Project Code <sup>*</sup>	Category <sup>\$</sup>	Experience <sup>**</sup> (Equivalent Rs. crore) <sup>\$\$</sup>		Technical Experience <sup>£</sup>
			Payments received for construction of Eligible Projects in Categories 3 & 4	Value of self - construction in Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)
Single Entity Bidder	A				
	B				
	C				
	D				
	E				
	F				
Aggregate Technical Experience =					

<sup>@</sup> Provide details of only those projects that have been undertaken by the Applicant, or its Lead member including members in case of joint venture, under its own name separately and/ or by a project company eligible under Clause 2.2.2.6(i)(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 2.2.2.6(i)(c) and for Categories 3 and 4, include only those projects where the payments received exceed the amount specified in Clause 2.2.2.6(ii). In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.13.

<sup>\*</sup> Refer Annex-IV of this Appendix-I. Add more rows if necessary.

<sup>\$</sup> Refer Clause 2.2.2.5(i)

<sup>\*\*</sup> Construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of maintenance and repair, operation of Highways and land be included while computing the Experience Score of an Eligible Project.

<sup>\$\$</sup> The conversion rate of USD into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where relevant date should be as on the date 28 (twenty-eight) days prior to the Application Due Date.

In case the project cost is denominated in any foreign currency other than United States Dollars (USD), the same shall be converted into USD using the reference exchange rate of such currency against USD, as published by an internationally recognised financial institution or the central bank of the respective country, for the relevant date.

In the event that a direct exchange rate of such currency against USD is not available, the conversion shall be carried out through a cross-rate methodology using appropriate reference currencies, based on published exchange rates for the relevant date.

For the purpose of this clause, the relevant date shall be 28 (twenty-eight) days prior to the Application Due Date.

The Bidder shall provide documentary evidence of the exchange rates adopted, along with detailed conversion calculations. Such conversion shall be certified by the Bidder's statutory auditor or equivalent auditor in the country of origin and further certified by a Chartered Accountant or Statutory Auditor registered in India. The Authority reserves the right to verify the correctness of such conversions and seek additional clarification, if required.

- £. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 2.2.2.5(ii) and the product thereof shall be the Experience Score for such Eligible Projects.

### ANNEX-III

#### Financial Capacity of the Bidder (Refer to Clauses 2.2.2.3, 2.2.2.9(i), 2.2.2.8(iii) of the RFP) (In Rs. crore<sup>§</sup>)

Bidder Type	Net Cash Accruals					Net Worth <sup>£</sup>
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
Single entity Bidder or Lead Member, including other members of the Joint Venture						
TOTAL						

Bidder Type	Net Cash Accruals										Average Annual Turnover (In Rs. Crore\$)
	Year 1		Year 2		Year 3		Year 4		Year 5		
	Rs.	Updation Factor	Rs	Updation Factor	Rs	Updation Factor	Rs	Updation Factor	Rs	Updation Factor	
1	2	3	4	5	6	7	8	9	10	11	(2x3+4x5+6x7+8x9+10x11)/5
Single entity Bidder or Lead Member, including other members of the Joint Venture		1		1.02		1.02		1.11		1.26	
TOTAL											

Name & address of Bidder's Bankers:

<sup>§</sup> For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

<sup>£</sup>The Bidder should provide details of its own Financial Capacity.

#### Instructions:

- The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5(five) years preceding the Bid Due Date. The financial statements shall:
  - Reflect the financial situation of the Bidder;
  - Be audited by a statutory auditor;
  - Be complete, including all notes to the financial statements; and
  - Correspond to accounting periods already completed and audited (no statements for

partial periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit After Tax +Depreciation.
3. Net Worth (the "Net worth") shall means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write- back of depreciation and amalgamation.
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1, and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.13.
5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.11 of the RFP document.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.2.9 (ii) of the RFP document.

## **Annex - IV**

### **Details of Eligible Projects**

**(Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the RFP)**

Item	Refer Instruction	Particulars of the Project
Title & nature of the project		
Category	5	
Year-wise (a) payments received for construction or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, and/or (b) Revenues appropriated for self-construction under PPP projects	6	
The entity for which the project was constructed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	

#### **Instructions:**

1. Bidders are expected to provide information in respect of each Eligible project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2.6 (i) and 2.2.2.6 (ii) of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
2. The Project Codes would be a, b, c, d, etc.
3. A separate sheet should be filled for each Eligible Project.
4. In case the Eligible Project relates to other Members, write "Member".
5. Refer to Clause 2.2.2.5 of the RFP for the category number.
6. The total payments received and/or revenues appropriated for self-construction for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break- up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.1.13). For Categories 1 and 2, expenditure on construction of the project by the Applicant itself should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 2.2.2.6(i)(c). In case of Categories 3 and 4, payments received only in respect of construction should be provided, but only if the amount received exceeds the minimum specified in Clause 2.2.2.6(ii). Receipts for construction works should only include capital expenditure and should not include expenditure on maintenance & repair, and operation of Highways.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counterparty to concession, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the

client need to be provided.

8. Provide the estimated capital cost of the Eligible Project. Refer to Clauses 2.2.2.6(i) and 2.2.2.6(ii).
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, the date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 2.2.2.6 (i)).
11. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per the formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.
13. If the Bidder is claiming experience under Categories 1 & 2, it should provide a certificate from its statutory auditor in the format below as per Clause 2.2.2.6 (i) (d):

**Certificate from the Statutory Auditor regarding PPP Projects<sup>φ</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder) is/was an equity shareholder in ..... (title of the project company) and holds/held Rs. .... cr. (Rupees ..... crore) of equity (which constitutes .....% of the total paid-up and subscribed equity capital) of the project company from ..... (date) to ..... (date).

The project was/is commenced on ..... (date) and is likely to be commissioned on ..... (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs. .... cr. (Rupees ..... crore), of which the applicant has itself undertaken the construction of the project of Rs. .... (Rupees ..... Crores), excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purpose of construction as per Clause 2.2.2.6(i)(d) by the aforesaid Applicant itself, during the past five financial years as per year-wise details noted below:

.....  
.....

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

In case duly certified, audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

Refer Clause 2.2.2.5 of the RFP.

Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

€ Refer to instruction no. 10 in this Annex-IV.

¥ In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that ..... (name of Applicant) constructed and/ or owned the.....(name of the project) from.....(date) to.....(date) " Refer Clauses 2.2.2.5 and 2.2.2.6(ii) of the RFP

14. If the Bidder is claiming experience under Categories 3 & 4, as per Clauses 2.2.2.5 and 2.2.2.6(ii) of the RFP, it should provide a certificate from its Statutory Auditor in the format below:

Certificate regarding construction works<sup>♠</sup>

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder) was engaged by ..... (title of the project company) to execute (name of project) for (nature of project).

The construction of the project commenced on ..... (date), and the project was/is likely to be commissioned on ..... (date, if any).

It is certified that the Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-in-charge / Independent Engineer / Authority's Engineer in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. .... cr. (Rupees ..... crore), of which the Applicant received or has executed the work as certified by the Engineer-in-charge / Independent Engineer / Authority's Engineer Rs. .... cr. (Rupees ..... crore), During the past five financial years, as per year-wise details noted below:

.....  
.....

It is further certified that the receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of a joint venture.

We further certify that the applicant has a share of ..... % in the Joint Venture / Consortium.

(Authorised Signatory)

Date:

♠ Refer Clauses 2.2.2.5 and 2.2.2.6(ii) of the RFP.

♢ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company. However, in case the work of other member(s) is also executed

by the applicant, then this fact should also be certified by the Statutory Auditor, and accordingly, the language may be suitably modified.

♠ This certification should be strike out in case of jobs/ contracts, which are executed by a sole firm. The payments indicated in the certificate should be restricted to the share of the Applicant in such partnership/ joint venture. This portion may be omitted if the contract did not involve a partnership/ joint venture. In case where work is not executed by a partnership/ joint venture, this paragraph may be deleted.

15. It may be noted that in the absence of any detail in the above certificates, the information would be considered adequate and could lead to exclusion of the relevant project in the computation of Experience.



**Annex - V**

**Statement of Legal Capacity  
(To be forwarded on the letterhead of the Applicant/Lead Member of the Joint Venture)**

Ref.

Date:

To,  
Executive Engineer (C-I),  
Construction -I Division,  
Deendayal Port Authority,  
Room No. 303, 2nd Floor,  
New Annex Building,  
Gandhidham- Kachchh- 370201

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our Joint Venture.\*

We have agreed that.....(insert individual's name)will act as our representative/will act as the representative of the Joint Venture on its behalf and has been duly authorised to submit the RFP. Further, the authorised signatory is vested with the requisite powers to furnish such a letter and authenticate the same.

Thanking you,  
Yours Faithfully,

(Signature, name and designation of the authorised signatory)  
For and on behalf of.....

## ANNEX-VI

### Information required to evaluate the BID Capacity under clause 2.2.2.1:

#### To calculate the value of "A" and "C"

1. A table containing the 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:

Sr. No.	Year	Value of Civil Engg. Works Undertaken w.r.t. EPC Projects (Rs. In Crores)	Amount of Bonus (Rs. In Crores)	Net Value excluding bonus (Rs. in Crores)
1	2025-26			
2	2024-25			
3	2023-24			
4	2022-23			
5	2021-22			

2. Maximum value of projects that have been undertaken during the FY\_\_\_\_ out of the last 5 years and value thereof is Rs.\_\_\_\_ crores(Rupees..... ). Further, value updated to the price level of the year indicated in the Appendix is as follows: Rs.\_\_\_\_crores x.\_\_\_\_\_(Updation factors as per Appendix)= Rs. \_\_\_\_ crores(Rupees).
3. 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):

Sr. No.	F.Y. Calendar Year	Amount of Bonus (Rs. In Crores)	Updation Factor	Updated Amount of Bonus (Rs. In Crores)
1	2024-25		1.00	
2	2023-24		1.02	
3	2022-23		1.02	
4	2021-22		1.11	
5	2020-21		1.26	
Total (C)				

.....

.....

.....

.....

Name of the Statutory Auditor's firm:

Name of the Statutory Auditor's firm:

Seal of the audit firm: (Signature, name, designation and Membership No. of authorised signatory)

Seal of the audit firm: (Signature, name, designation and Membership No. of authorised signatory)

Date:

Place:

**To calculate the value of “B”**

A table containing value of all the existing commitments and ongoing works to be completed during the next 2 years is as follows:

Sl. No.	Name of Project / Work	Percentage of participation of Bidder in the project	Date of start / appointed date of project	Construction period as per Agreement /LOA	Value of contract as per Agreement /LOA <sup>β</sup>	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2021-2022/2021 price level
					Rs. in Cr.	Rs. in Cr.	Rs. in Cr.		Rs. in Cr.
1	2	3	4	5	6	7	8 = (6-7)	9	10 (3x8x#)

# Updation Factor as given below:

S. No.	F.Y. / Calendar Year	Updation Factor
1	2024-25	1.00
2	2023-24	1.02
3	2022-23	1.02
4	2021-22	1.11
5	2020-21	1.26

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 counter signed by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire/ Authorized 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.....,

.....

.....

.....

.....

Name of the Statutory Auditor's firm:

Name of the Statutory Auditor's firm:

Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

Date:

Place:

β

In case balance period of construction is less than the value of period of construction of the project for which bid is invited, then full value of contract as per Agreement/LOA to be mentioned, else, anticipated value of work to be completed in the period of construction of the project for which bid is invited is to be mentioned. In the absence of the anticipated value of work to be completed, the proportionate value shall be considered while evaluating the Assessed Available Bid Capacity.

## **Annexure VII**

### **Details of Ongoing Works**

**(Ref Clause 10.3(iv) of Draft EPC Agreement)**

Sr. No.	Name of the work	Contract Price (INR Cr)	Appointed Date	Original Schedule Completion Date	Likely date of Completion	Reason for Delay
1						
2						
3						
...						

(In the event that the Bidder had failed to achieve the Completion of any project within a period of 90(ninety) days from the Schedule Completion Date of the project, unless such failure had occurred due to Force Majeure or for reasons solely attributable to the Authority, the Bidder shall be deemed to be ineligible for bidding this project (under bidding), both as the sole party or as one of the parties of Joint Venture/ Consortium, if any, during the period from Scheduled Completion Date to issuance of Completion Certificate for that project. This restriction is applicable if the contract value of the delayed project was not less than Rs. 300Crore.)

To be supported with valid certificate issued from Independent Engineer/ Authority's Engineer / Supervision Consultant / Engineer-in-charge

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

..... Name of the Bidder

Signature of the authorized signatory: \_\_

Name of the Authorised Signatory: \_\_

Date: \_\_

Place: \_\_

## APPENDIX - II

### Bank Guarantee for BID Security

#### (Refer Clauses 2.20)

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on Rs.500/- non Judicial Stamp Paper]

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port  
(Bank's name and address of Issuing Branch or Office)

**Beneficiary:** \_\_\_\_\_ (Name and Address of Employer/Board)

**Date:** \_\_\_\_\_

**Tender Guarantee No.:** \_\_\_\_\_

We have been informed that [name of the Bidders] (hereinafter called "the Bidders") has submitted to you its Tender dated (hereinafter called "the Bidders") for the execution of [name of contract] under Invitation for Tenders No.[Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Bidders, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Bidders is in breach of its obligation(s) under the Tender conditions, because the Bidders:

- (a) Has withdrawn its Tender during the period of tender validity specified by the Bidders in the Form of Tender; or
- (b) Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity,
  - (i) fail or refuses to execute the Form of Agreement, if required, or
  - (ii) (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders.

This guarantee will expire unless otherwise extended or informed by the Employer/Board:

- (a) If the Bidders is the successful Bidders, upon our receipt of copies of the contract signed by the Bidders and the performance guarantee issued to you upon the instruction of the Bidders; or
- (b) If the Bidders is not the successful Bidders, upon the earlier of
  - (i) Our receipt of a copy of your notification to the Bidders of the name of the successful Bidders; or
  - (ii) Twenty-eight days after the expiration of the Bidder's tender or any extended period thereof;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

\_\_\_\_\_  
[Signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed]

### APPENDIX-III

#### Format for Power of Attorney for signing of BID

(Refer Clause 2.1.5)

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms(name), .....son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/the Lead Member of our Joint Venture and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the " : **Construction of Road Over Bridge (ROB) including Roads and allied facilities at Tuna – Tekra on Engineering, Procurement and Construction (EPC) Mode**" Project proposed or being developed by the Deendayal Port Authority (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or untill the entering into of the EPC Contract with the Authority.

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

IN WITNESS WHEREOF WE, .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2026.....

For ..... (Signature, name, designation and address) of person authorized by Board Resolution

(In case of Firm/Company)/ partner in case of partnership firm

Witnesses firm

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/ Attested/ Authenticated\*

(\*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or share holders' resolution/power of attorney in favor 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 legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.



**APPENDIX-IV**

**Format for Power of Attorney for Lead Member of Joint Venture**

**(Refer Clause 2.1.6)**

**(To be submitted on Non-judicial Stamp Paper of appropriate value)**

By this Power-of-Attorney **executed** on **this....day of.....(month)** of 2026, we,

(i) ..... *Name of legally authorized signatory of first partner to be*

*Filled in.....*),(ii)(..... *Name of legally authorized signatory of second partner to*

*Be filled in* .....),

..... hereby jointly authorize and

Agree the Lead Partner, M/s(...*Name of the lead partner to be filled in.....*),(a)to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV / Consortium and to carry out the entire execution of the contract including payment for the work of **Construction of Road Over Bridge (ROB) including Roads and allied facilities at Tuna – Tekra on Engineering, Procurement and Construction (EPC) Mode** exclusively through Lead Partner.

(i) Signature Name Designation seal & Common seal of the firm

(ii) Signature Name Designation seal & Common seal of the firm

.....

.....

Signature, name and seal of the certifying authority/Notary Public

## APPENDIX V

### Format for Joint Bidding Agreement for Joint Venture

(Refer Clause 2.1.11)

(To be executed on Stamp paper of appropriate value)

This Joint Venture /Consortium Agreement is made and entered into on this..... day of .....2026 by and between (i) M/s. (Name of the firm to be filled- in).....(ii) M/s.....(Name of the firm to be filled-in),... , primarily for the work under the Deendayal Port Authority.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium'.

#### 1. Formation of Joint Venture/Consortium

(i) M/s. (Name of the firm to be filled in) is engaged in (Details of the works undertaken by the party)

(ii) M/s. (Name of the firm to be filled in) is engaged in (Details of the works undertaken by the party)

(iii) .....

1.1. On behalf of Board of Authority of Deendayal Port (here in after referred to as—EmployerII), the Chief Engineer, Deendayal Port Authority has invited bids from the experienced, resourceful and Bonafide Developers with proven technical and financial capabilities of executing the work Construction Road Over Bridge (ROB) including Roads and allied facilities at Tuna – Tekra on Engineering, Procurement and Construction (EPC) Mode.

1.2. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port Authority and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (.....Name of Partner to be filled in.....) shall be the Lead Partner and (i) (.....Name of Partner to be filled in ), (ii)(.....Name of Partner to be filled in.....), shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

1.3. The Joint Venture/Consortium will be known as...(.....Name of JV to be filled in ).....and shall consist of (i) (.....Name of the firm to be filled in), (ii)(.....Name of the firm to be filled-in.....), parties to the present agreement.

1.4. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

1.5. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.6. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as here in after provided.

1.7. The Joint Venture/Consortium will be dissolved and this agreement will cease to have

effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.8. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (....Name of JV/Consortium to be filled in.....) and the Contract shall be signed by legally authorized signatories of all the parties.

1.9. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

1.10. Financial contribution of each partner to the JV/Consortium operation shall be:

- (i) M/s..... (Name of the partner to be filled-in) -.....
- (ii) M/s..... (Name of the partner to be filled-in) - .....
- (iii) .....

1.11. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) (.....Name of Partner to be filled-in ) shall carry out the following works-  
-----

c) (.....Name of Partner to be filled-in) shall carryout the following works

d) .....

1.12. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

1.13. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.14. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the —Board of Port of Deendayal for the performance of the contract.

1.15. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non performance of the whole contract irrespective of their demarcation or share of work.

1.16. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

1.17. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.

1.18. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

1.19. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

1.20. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

1.21. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port Authority shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the

.....day of.....20...

(i) Signature Name Designation seal & Common seal of the firm

(ii) Signature Name Designation seal & Common seal of the firm

Witness 1

Witness 2

.

**APPENDIX VI**  
**INTEGRITY PACT FORMAT**

**BETWEEN**

**Deendayal Port Authority (DPA)**herein after referred to as "**The Principal**"

**and**

..... (Name of The bidders and consortium  
members) hereinafter

Referred to as" **The Bidder/ Contractor**"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. **C-I: 08/2026**. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above:

**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 from the process all known prejudicial persons.

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 if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Article – 2:Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/**

**Consultant(s).**

1. The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the

following principles during participation in the tender process and during the contract execution.

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in 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 of advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s) / Contractor(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 contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, 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) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Section 9.
  - e) The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Article - 3 Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at Section 9.

**Article – 4: Compensation for Damages.**

1. If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
3. The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

**Article – 5: Previous Transgressions**

1. The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises 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 can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

**Article – 6: Equal treatment of all Bidders/ Contractors/**

1. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity Pact.
2. There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

**Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)**

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

**Article- 8: Independent External Monitor (IEM)**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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 representative of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/ Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case
5. 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 Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective 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.
7. The Monitor will submit a written report to the Chairperson of the Board of the Principal, 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.
8. If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within 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, Government of India.
9. The word "**Monitor**" would include both singular and plural.

#### **Article – 9 Pact Duration**

1. This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
2. If any claim is made / lodged during this 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 the Chairperson, DPA.

#### **Article - 10 Other Provisions.**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Bidder / Contractor is a partnership or a consortium, this agreement 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. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



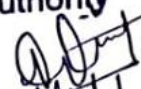
(For & on behalf of the Principal)  
अधिसापि अभियंता (निमाण-1)  
दीनदयाल पत्तन प्राधिकरण  
Executive Engineer: (C-1)  
Deendayal Port Authority

(For & on behalf of the Bidder / Contractor)

(Office Seal)

Witness-1:

(Name & Address)

  
Abhyek Dixit, Gandhidham

Witness-1:

(Name & Address)

Place : Gandhidham Date : \_\_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

Note: The bidder has to execute Integrity Pact Agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10 and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL have been appointed by DPA as independent External Monitors and whose address are as under: -

1. Shri Amiya Kumar Mohapatra, IFoS (Retd.)  
Qrs. No. 5/9, Unit-9, Bhoi Nagar,  
Bhubaneswar-751 022  
Mobile no. 9437002530  
Email: amiyaifs@gmail.com

2. Dr. Gopal Dhawan, Ex-CMD, MECL,  
House no. 120, Jal Shakti Vihar  
(NHPC Society) P4, Builders area,  
Greater Noida Gautam Budh Nagar,  
Uttar Pradesh - 201 315  
Mobile no. - 8007771467  
Email: gdhawangeologist@gmail.com

**APPENDIX-VII (See Clauses 2.21)**

**FORM OF BANK GUARANTEE**

**[Performance Security/Additional Performance Security]**

(To be executed on Rs.500/-non-judicial Stamp Paper)

[The bank, as requested by the successful Bidders, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Deendayal Port Authority of incorporated by the Major Port Authority Act, 2021 (herein after called“ The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of, its successors and assigns) having agreed to release Performance Guarantee / Security Deposit to (hereinafter called the “Contractor”) (Name of the Contractor/s) from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide’s letter No

(Name of the Department)

Date\_\_\_\_\_made between the Contractors and the Board for execution of\_\_\_\_\_covered under Tender No.\_\_\_\_\_  
\_\_\_\_\_dated(hereinafter called “the said contract”) for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs.\_\_(Rupees\_\_\_\_\_)only we, the(Name of the Bank and Address)\_\_\_\_\_(herein after referred to as “the Bank”) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs.\_\_\_\_\_(Rupees\_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

1. We,\_\_\_\_\_, do hereby (Name of Bank) (Name of Branch) Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs.\_\_\_\_\_(Rupees) only.
2. We,\_\_\_\_\_, undertake to pay to the (Name of Bank and Branch) Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
3. We, further agree with the Board that the (Name of Bank and Branch) guarantee herein contained shall remain in full force and effect during the period that would be

taken for performance of the said contract and that I shall continue to be enforceable until all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

4. We, \_\_\_\_\_ further agree with the Board that the (Name of Bank and Branch) Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for anytime or from time to time any of the power exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
6. It is also hereby agreed that the Courts in **Gandhidham** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
7. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs. (Rupees only);
- (b) This Bank Guarantee shall be valid up to; and

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve up a written claim or demand on us or before (date of expiry of Guarantee)

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

**Appendix-VIII**

**(See Clauses 3.3.4)**

**Format of LOA No. \_**

**LETTER OF ACCEPTANCE**

(On letter head paper of the port)

\_\_\_\_\_ (date)

TO: \_\_\_\_\_

(Name and address of the contractor)

Dear Sirs,

Tender no. **C-I: 08/2026**

Sub: **Construction of Road Over Bridge (ROB) including Roads and allied facilities at Tuna  
– Tekra on Engineering, Procurement and Construction (EPC) Mode.**

Ref: Your bid dated and [ list the correspondence with the bidder]

This is to notify you that your bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the instructions to bidders) for the contract price of rupees \_\_\_\_\_ (amount in words and figures as corrected and modified) in accordance with the tender document is here by accepted by the employer/Board.

You are hereby requested to furnish performance security, in the form detailed in tender document for an amount of Rs. \_\_\_\_\_ within { \_\_\_\_\_ } days of the receipt of this letter of acceptance valid up to 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e. up to and also sign the contract agreement within { \_\_\_\_\_ } days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow. Please acknowledge receipt.

Yours faithfully

Authorized signature

**Appendix-IX**

**FORMA TO BID SECURITY DECLARATION FROM BIDDERS**

**(Applicable for MSME Bidders)(On Bidders' Letterhead)**

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To(insert complete name and address of the Employer/Purchaser)I/We. The under signed declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. Have withdrawn/modified/amended, impairs order or gates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. Having been notified of the acceptance of our bid by the Employer/Purchaser during the period of bid validity, we (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security in accordance with the Instructions to Bidders.

I/We understand that this Bid Securing Declaration shall cease to be valid if we are not the successful bidder, upon the earlier of (i) receipt of your notification of the name of the successful bidder, or (ii) thirty days after the expiry of the validity 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 Bidder) Dated on \_\_\_\_\_ day of \_\_\_\_\_(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**Appendix-X**

**Form 23A**

**Format of Insurance Surety Bond for Earnest Money Deposit**

**(To be executed on Non-Judicial Stamp Paper of Appropriate value)**

**Insurance Surety Bond No.**

**Date:**

**(Name of Contract)**

**To: (Name and address of Employer)**

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of. KNOW ALL PERSONS by these present that We (name of Insurance Company) of (address of Insurance Company) (hereinafter called "the Surety"), are bound unto the Board of Deendayal Port Authority (hereinafter called "the Employer") for the sum of. (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

(a) fails or refuses to sign the Contract Agreement when required, or

(b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the

period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

#### INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

**Appendix-XI**

FORM-8A

**FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE (To be  
execute on Non-Judicial Stamp paper of appropriate value)**

**(Insurance Surety Bond No**

Date...

**(Name of the Contract)**

To:

The Board of Authorities of the Port of Kandla,  
Deendayal Port Authority A.O. Building,  
P.O. Box No. 50, Gandhidham - Kutch.

Dear Sirs,

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having awarded to M/s. [Contractor's with its Registered/Head Office at Name] (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a dated Contract by issue of Employer's Letter of Acceptance No. and the same having been acknowledged by the Contractor, for (\*) [Name of the work and the Guarantee for the faithful of the said value of the [Contract sum in figures and words] for Contractor having agreed to provide a Contract Performance of the entire Contract equivalent to. aforesaid work under the Contract to the Employer.

We (\*)... as aforesaid at any time up to [Name & Address of the Insurance Company] having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained



shall continue to be enforceable till the Employer discharges this guarantee or till [days/month/year/ whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the ..... name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed.

(\*).

ii) This Insurance Surety Bond shall be valid up to.

..(+).

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before .....(@).....

Dated this.....day of.....20.....at.....

WITNESS

Signed for and on behalf of the Insurance Company

1.

(Signature)

(Signature)

(Name)

(Name)

Notes:

1. (\*) This sum shall be Five percent (5%) of the accepted tender value denominated in the types and proportions of currencies.  
(@) The Performance Guarantee should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.  
(+) This date will be the date of issue of defect liability Certificate (if applicable).
2. Insurance Surety Bond must be executed on appropriate stamp paper of requisite value. Such stamp paper must be purchased in the name of the issuing Insurance Company and should not be older than six (6) months from the date of execution/issuance of the Insurance Surety Bond. The name of the purchaser must be indicated on the reverse side of the stamp paper in the vendor's stamp. The Insurance Surety Bond must bear the rubber stamp of the authorized signatory of the Insurance Company, clearly indicating the name, designation, signature/power of attorney number, along with telephone numbers, email ID, and the complete correspondence address of the Insurance Company.  
In the case of an International Insurance Company (which must be registered under the Insurance Act, 1938, as amended from time to time, and approved by the Insurance Regulatory and Development Authority of India (IRDAI)), the law applicable in the country where the Insurance Surety Bond is executed shall govern the payment of stamp duty on such bond.  
However, in such cases, the Insurance Surety Bond must be confirmed through an Indian Scheduled or Nationalized Insurance Company.
3. The Insurance Surety Bond must be submitted directly to the Employer by the issuing Insurance Company (on behalf of the Contractor) through registered post (A.D.). The Contractor may, however, submit an advance copy of the Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall mention the name of its controlling branch or Head Office, along with contact details such as telephone number, email ID, and full correspondence address, to facilitate confirmation of the Insurance Surety Bond from that branch or Head Office, if required.

**Appendix-XII – BOQ/ Price Schedule**

**(See Clauses 10.1.4 & 19.3)**

**1. Contract Price Weightages**

**2.** The Contract Price for this Agreement is Rs. ....

**3.** Proportions of the Contract Price for different stages of Construction of the Project shall be as specified below:

Item	Weightage in percentage to the Contract Price	Stage of Payment	Payment Weightage	Remarks	Mode of Measurement / Payment Procedure
<b>A. ROB</b>	<b>11.925%</b>	Pilling	3.485%	Includes, boring for piles in soil and hard rock, MS liner plates Min 8mm, pile reinforcement, M40 pile concrete and. pile head dressing etc.	Unit of Measurement shall be each completed pile. Payment on pro-rata basis for each pile completed up to cut-off level including boring, concreting, reinforcement, liner, pile integrity / specified tests.
		Pile cap	0.870%	Includes excavation in all types of soil up to 1.5 m, extra lift beyond 1.5 m, PCC 1:2:4, M40 RCC pile cap, formwork, shuttering, reinforcement, embedment, finishing, curing and associated works.	Unit shall be each completed pile cap. Payment on pro-rata basis after RCC, curing, dimensions and accepted quality results.
		Pier & Abutment	1.244%	Includes M40 RCC for piers, abutments, abutment caps, pier caps, dirt walls, pedestals, seismic arrestors, reinforcement, bearings, tar paper bearings and associated works.	Unit shall be each completed substructure unit. Payment after completion up to cap level including pedestals / bearings seats.
		Composite Girders	4.978%	Includes fabrication and supply of composite steel girders, stiffeners, bracings, splices, studs, metalizing / aluminium spray, painting, transportation, assembly, erection and launching of steel girders.	Unit shall be MT / each girder / span. Up to 75% interim payment after approved fabrication and delivery; balance after erection, alignment, connections and acceptance.
		Deck slab	0.949%	Includes M40 RCC deck slab, reinforcement, formwork, strip seal expansion joints, crash barriers, footpath, utility provisions, drainage spouts, wearing coat and associated finishing works.	Unit shall be each completed span. Payment after slab, crash barrier, joints, utilities and finishing are complete.
		RCC staircase	0.088%	Includes cast-in-situ M40 RCC staircase, reinforcement, shuttering, waterproofing / protective treatment, plaster finish, scaffolding, curing and all associated staircase works.	Unit shall be each completed staircase ready for use.
		Testing	0.238%	Includes geotechnical investigation in soil and hard rock, initial vertical and lateral pile load tests, high-	Payment on actual completion of specified tests and submission of accepted reports.

				strain dynamic load tests, pile integrity tests, and bridge span load testing.	
		Other miscellaneous works	0.073%	Includes steel railing, protective safety screens, painting to concrete surfaces, PVC utility pipes, galvanised drainage spouts and other incidental miscellaneous works.	Payment after completion of measurable incidental works certified by the Authority's Engineer.
<b>B. VIADUCT</b>	<b>52.750%</b>	Pilling	22.047%	Includes boring of piles in soil and hard rock, pile head dressing, MS liner plates, M40 pile concrete, pile reinforcement and associated pile works for LCW and RCW viaduct.	Unit shall be each completed pile. Payment on a pro-rata basis for each pile completed to the cut-off level, including testing where specified.
		Pile cap	6.172%	Includes excavation in all types of soil up to 1.5 m, extra lift beyond 1.5 m, PCC 1:2:4 below pile caps and approach slab M40 RCC pile caps below ground level, formwork, shuttering, reinforcement, finishing, curing and associated pile cap works for abutment and pier pile caps.	Unit shall be each completed cap.
		Pier & Abutment	7.423%	Includes M40 RCC abutments, piers, abutment caps, pier caps, dirt walls, approach slab brackets, pedestals, seismic arrestors, transverse girders, reinforcement, POT-PTFE bearings, tar paper bearings and associated works.	Unit shall be each completed pier/abutment unit up to the cap level.
		PSC Girders	8.869%	Includes precast / cast-in-situ M50 PSC girders, end portions, mid portions, transition portions, diaphragms / cross girders, reinforcement, high tensile prestressing strands, stressing, grouting, launching/shifting and associated PSC girder works.	Unit shall be each girder/span. Up to 75% interim payment after casting, stressing and yard acceptance; balance after erection.
		Deck slab	7.184%	Includes M40 deck slab, solid slab, approach slab and gap slab, reinforcement, formwork, strip seal expansion joints, crash barriers, footpath, wearing coat and associated finishing works.	Unit shall be each completed span/deck segment, including slab, barriers, footpath, and joints.
		Testing	0.905%	Includes geotechnical investigations in soil, soft rock and hard rock, initial vertical and lateral pile load tests, high-strain dynamic pile load tests, low-strain pile integrity tests, and bridge span load testing.	Payment against completed and approved testing.

		Other miscellaneous works	0.150%	Includes painting to new concrete surfaces, pre-moulded bituminous pad type expansion joints, galvanised drainage spouts, PVC utility pipes for electrical / telecommunication services and other incidental miscellaneous works.	Payment after completion of measurable incidental works certified by the Authority's Engineer.
<b>C. CREEK BRIDGE</b>	<b>5.427%</b>	Pilling	3.357%	Includes shifting and setting up of piling plant and equipment, empty boring of piles in soil and hard rock, M40 pile concrete, pile head dressing, MS liner plates, pile reinforcement and associated offshore pile works.	Unit shall be each. Payment after completion of pile to cut-off level, including marine boring, liners and tests.
		Pile Cap & Girders	1.146%	Includes excavation, including additional lift below 1.5 m, PCC 1:2:4, M40 RCC pile caps, side walls, retaining wall, median wall, dirt wall, approach slab bracket, pedestals, seismic arrestors, M50 PSC / RCC girders, reinforcement, POT-PTFE bearings, tar paper bearings, casting, placing/launching and associated works.	Unit shall be each completed foundation cap/girder/span element on a pro-rata basis.
		Deck slab	0.688%	Includes M40 RCC deck slab, solid deck slab reinforcement, strip seal expansion joint, crash barrier, footpath, PVC utility pipes, galvanised drainage spouts, bituminous wearing coat and associated finishing works.	Unit shall be each completed span, including slab, wearing coat, joints, and barriers.
		Testing	0.178%	Includes geotechnical investigation in soil, soft rock and hard rock, initial vertical and lateral pile load tests, high-strain dynamic pile load tests, low-strain pile integrity tests and bridge span load testing.	Payment on successful completion of specified tests.
		Abutment filling and stone pitching	0.023%	Includes geosynthetic drainage composite behind return wall/abutment/side wall / median wall, stone/boulder pitching, precast hexagonal cement concrete blocks/stone pitching, filter media with granular materials / crushed aggregates and associated slope/backfill protection works.	Unit shall be cum / sqm / rm as applicable. Payment after completion of protection reaches not less than 25% of each side.
		Other miscellaneous works	0.035%	Includes painting to new concrete surfaces, pre-moulded bituminous pad type expansion joints, galvanised drainage spouts, PVC utility pipes for electrical /	Payment after completion of measurable incidental works certified by the Authority's Engineer.

				telecommunication services and other	
<b>D. RE WALL</b>	<b>6.615 %</b>	RE Wall Ground Improvement	1.629%	Includes 500 mm sand layer after removal of unsuitable soil, excavation in all types of soil up to 1.5 m, ground improvement using rock columns/stone columns, primary rock of 0.1 to 0.5 T for ground improvement, setting out, compaction, testing, disposal of spoil and associated preparatory works.	Unit shall be sqm/rm / each column as applicable. Payment on a pro-rata basis for the completed treated zone of not less than 25% of each wall block.
		Geogrid, Geotextile and M-Sand Works	1.915%	Includes high-strength flexible geogrid, biaxial extruded geogrid, non-woven geotextile membrane, M-sand layer, laying, overlaps, cutting, securing, compaction and associated soil reinforcement/separation works.	Unit shall be sqm. Payment for completed accepted layer with overlaps and compaction.
		Fascia Panel	0.669%	Includes reinforced soil wall system with concrete fascia panels, uniaxial geogrid connection, levelling pad, coping beam, panel casting, erection, alignment and associated RE wall facing works.	Unit shall be sqm face area/rm. Payment after erection, alignment and connection is complete.
		filling	1.338%	Includes filling behind the RE wall with approved materials, selected backfill, retained fill, quarry spall filling, embankment filling, spreading in layers, watering, compaction to specified density, dressing and associated filling works.	Unit shall be cum based on approved cross-sections. Payment after completed compacted lifts with test results.
		Bituminous Pavement	1.064%	Includes GSB, WMM, tack coat, dense bituminous macadam, bituminous concrete wearing course, M40 RCC crash barrier, crash barrier reinforcement and associated pavement works.	Unit shall be linear length. Payment by layer for a completed stretch of 250 m or 25% of the reach, whichever is less.
<b>E. APPROACH ROAD</b>	<b>13.124%</b>	Approach Road Boulder Filling	2.421%	Includes primary rock of 0.1 to 0.5 T for road embankment/ground improvement, quarrying, royalty, loading, unloading, transportation, spreading in layers, levelling, dressing of side slopes and associated boulder filling works for main carriageway and junction development.	Unit shall be cum. Payment is based on approved sections for a completed continuous reach of 250 m minimum.
		Geogrid, Geotextile and M-Sand Works	0.673%	Includes biaxial geogrid, non-woven geotextile membrane, M-sand layer, laying, overlaps, cutting, securing, compaction and associated	Unit shall be sqm. Payment after the completed layer is accepted.

				separation/reinforcement works for approach roads and junction areas.	
		Filling	3.838%	Includes quarry spall filling, embankment filling, additional provision for settlement, spreading in layers, compaction with rollers, watering, levelling, dressing and associated filling works for carriageway and junction roads.	Unit shall be cum. Payment after the completed embankment reaches the compaction tests.
		Bituminous Pavement	4.781%	Includes GSB, WMM, tack coat on granular/bituminous surface, DBM, BC wearing course and associated pavement works for main carriageway and junction development.	Unit shall be linear length. Payment by pavement layer on completed stretch of 500 m or 25% reach, whichever is less.
		Road protection works	1.411%	Includes metal beam crash barrier, rough stone pitching in cement mortar, toe wall including excavation, PCC, RCC, shuttering and associated road edge/slope protection works.	Unit shall be rm/sqm / cum. Payment for completed continuous reach of 250 m minimum.
<b>F. SERVICE ROAD</b>	<b>3.299 %</b>	Service Road Boulder Filling	0.473%	Includes primary rock of 0.1 to 0.5 T for road embankment/ground formation, quarrying, royalty, loading, unloading, transportation, spreading in layers, levelling, dressing of side slopes and associated boulder filling works for service road reaches.	Unit shall be cum. Payment is based on approved sections for a completed continuous reach of 250 m minimum.
		Geogrid, Geotextile and M-Sand Works	0.210%	Includes biaxial geogrid, non-woven geotextile membrane, M-sand layer, laying, overlaps, cutting, securing, watering, compaction, and associated reinforcement/separation works for service road and road separator areas.	Unit shall be sqm. Payment after the completed layer.
		Filling	0.862%	Includes quarry spall filling, filling for service road embankment and road separator, spreading in layers, compaction with rollers, watering, settlement allowance, levelling and associated filling works.	Unit shall be cum. Payment after the completed embankment reaches with compaction tests.
		Bituminous Pavement	0.701%	Includes GSB, WMM, tack coat on granular/bituminous surfaces, DBM, BC wearing course, and associated pavement works for service road stretches.	Unit shall be linear length. Payment by pavement layer on completed stretch of 500 m or 25% reach, whichever is less.
		Road protection works	1.053%	Includes metal beam crash barrier, rough stone pitching in cement mortar, toe wall including excavation, PCC, RCC (M30), shuttering, PCC for road separator and associated roadside/slope	Unit shall be rm/sqm / cum. Payment for completed continuous reach of 250 m minimum.

				protection works.	
<b>G. DIVERSION</b>	<b>2.766%</b>	Diversion Road Boulder Filling	0.808%	Includes primary rock of 0.1 to 0.5 T for temporary diversion road formation, quarrying, royalty, loading, unloading, transportation, spreading in layers, levelling, dressing of side slopes and associated boulder filling works.	Unit shall be cum. Payment is based on approved sections for a completed continuous reach of 250 m minimum.
		Filling	1.005%	Includes quarry spill filling for diversion road embankment, spreading in layers, compaction with rollers, watering, settlement allowance, levelling, dressing and associated filling works.	Unit shall be cum. Payment after the completed embankment reaches with compaction tests.
		Bituminous Pavement	0.953%	Includes GSB, WMM, tack coat on granular/bituminous surfaces, DBM, BC wearing course and associated pavement works for diversion road.	Unit shall be linear length. Payment by pavement layer on completed stretch of 500 m or 25% reach, whichever is less.
<b>H. ROAD FURNITURE</b>	<b>0.902 %</b>	Road Furniture – Main Road (Ch. 2500 to 6230)	0.698%	Includes complete road furniture works for each 250 m completed length comprising kilometre stones, indicator stones, cautionary/regulatory / hazard / chevron / junction sign boards, cat eyes, thermoplastic road markings, kerbs, median plantation, construction stage diversion/safety signage, median soil filling and all associated traffic safety/guidance works.	Unit shall be linear m. Payment on a pro-rata basis for completed corridor length not less than 250m, including signs, markings, studs, kerbs, etc.
		Road Furniture – Service Road (Ch. 4100 to 5192.78)	0.204%	Includes complete road furniture works for each 250 m completed length, comprising sign boards, hazard markers, junction signs, cat eyes, thermoplastic road markings, kerbs, traffic control signage, median / separator works and all associated service road safety furniture works.	Unit shall be linear m. Payment on a pro-rata basis for completed corridor length not less than 250m, including signs, markings, studs, kerbs, etc.
<b>I. ELECTRIC WORKS</b>	<b>3.192%</b>	Road electric works	1.117%	Includes street lighting, galvanized (min 120 microns) octagonal street poles with LED luminaires, 9 m poles at design spacing, median overhang lighting arrangements, cable ducts ,Wiring: Internal wiring with 1.5 sq. mm / 2.5 sq. mm PVC insulated copper flexible cable from junction box to luminaire., in crash barriers, concrete pedestals/foundations, base plates, anchor bolts, reinforcement, cabling accessories, installation, testing and commissioning of the complete roadway lighting system 40 Lux minimum, IP66 with IOT,	Unit shall be each pole / completed lighting circuit. 60% after pole, foundation, luminaire erection; 40% after cabling, energisation and lux compliance.



				<p>Dashboard, Software, Network &amp; Cloud services for ILM &amp; CCMS for 5 years .SITC of Outdoor Distribution Pillar (DP)</p> <p>Description: design ,Supply and installation of a weatherproof IP65-rated Distribution Pillar fabricated from 2.0mm CRCA sheet steel. IOT basia Internal Gear: Includes 1 No. MCCB incomer (63A-125A), multiple MCB outgoing, and insulated bus-bars. Installation: Includes concrete foundation plinth, earthing, and cable glands. Spacing: One unit required every 200m of road length. inimum, IP66 with IOT, Dashboard, Software, Network &amp; Cloud services for ILM &amp; CCMS for 5 years .SITC of Outdoor Distribution Pillar (DP)</p> <p>Description: design ,Supply and installation of a weatherproof IP65-rated Distribution Pillar fabricated from 2.0mm CRCA sheet steel. IOT basia Internal Gear: Includes 1 No. MCCB incomer (63A-125A), multiple MCB outgoing, and insulated bus-bars. Installation: Includes concrete foundation plinth, earthing, and cable glands. Spacing: One unit required every 200m of road length. IP66 with IOT, Dashboard, Software, Network &amp; Cloud services for ILM &amp; CCMS for 5 years .SITC of Outdoor Distribution Pillar (DP)</p> <p>Description: design ,Supply and installation of a weatherproof IP65-rated Distribution Pillar fabricated from 2.0mm CRCA sheet steel. IOT basia Internal Gear: Includes 1 No. MCCB incomer (63A-125A), multiple MCB outgoing, and insulated bus-bars. Installation: Includes concrete foundation plinth, earthing, and cable glands. Spacing: One unit required every 200m of road length. ength. Supply, Installation, Testing and Commissioning of Double Pole Structure with 11KV A.B Switch &amp; H.G Fuse on 9 mtr. RSJ pole of 200KG complete with Labour and Material SITC at site 4 Core, LT armoured aluminium conductor XLPE cable of various sizes, 1.1KV grade Supply, Installation, Testing and Commissioning of Double Pole Structure with 11KV A.B Switch &amp; H.G</p>	
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				Fuse on 9 mtr. RSJ pole of 200KG complete with Labour and Material SITC at site 4 Core, LT armoured aluminium conductor XLPE cable of various sizes, 1.1KV grade	
		OHE shifting and new installation	0.415%	Includes shifting, dismantling and re-erection of existing 25 kV Overhead Equipment. Equipment including masts, cantilevers, conductors, insulators, foundations/foundation modifications, replacement of damaged components, traffic/power block coordination, testing and commissioning as per Railway standards. Shifting, dismantling, and re-erection of existing 25kV OHE Replacing a existing 2-portal frame with a single mast.	Unit shall be completed in a block section/activity. Payment after dismantling, shifting, re-erection and commissioning as certified by the Railway authorities.
		HT Tower shifting and new installation	1.660%	Includes shifting of HT line utilities, dismantling of existing HT towers, supply and installation of new HT towers, foundations, conductor stringing, insulators, earthing, accessories, safety measures, testing and commissioning of complete HT line diversion/relocation works. installation of HT tower(s) and associated line shifting, including dismantling existing structures, Dismantling two towers and constructing realigned towers two tower with modified span lengths. Additional towers Pro-two tower are introduced as auxiliary structures with increased heights (~30.92 m) to facilitate safe vertical clearance. Introduced as auxiliary structures with increased heights (~30.92 m) to facilitate safe vertical clearance. Replacing two tower with new two new towers upgraded to 220 kV-class designs with greater height (51–54 m)..	Unit shall be completed utility activity/crossing / tower section. Indicative split: foundations & towers 30%, conductor stringing 35%, charging & dismantling old line 35%.

### General Clauses

1. All payments shall be pro-rata to the accepted completed quantity/work stage.
2. No payment shall be due for partially completed items not fit for intended use unless specifically provided.

3. Measurements shall be jointly recorded by Contractor and Authority's Engineer.
4. Quality control tests, approvals and statutory clearances wherever applicable shall be a precondition to payment.
5. Interim payments for precast / fabricated structural elements shall follow EPC provisions and may be capped at 75% before erection.
6. The above list is illustrative and may require modification as per the scope of the work.
7. Lengths affected due to law-and-order problems or litigation during execution, due to which the Contractor is unable to execute the work, may be deducted from the total project length for payment purposes. The total length calculated here is only for payment purposes and will not affect and referred to in other clauses of the Contract Agreement.

#### **4. Procedure for payment for Maintenance**

- The cost for maintenance shall be as stated in Clause 14.1.1.
- Payment for Maintenance shall be made in quarterly instalments in accordance with the provisions of Clause 19.7.
- Maintenance Charge @3.75% of contract price with 10-year maintenance period.
- Maintenance charges shall be paid for Year 1 to Year 5 @ 0.25% of the contract price each year.
- Maintenance charges shall be paid for Year 6 to Year 10 @ 0.50% of the contract price each year.

**Appendix-XIII**

**Letter Head of the Statutory Auditor**

**(Giving phone number, address and email address)**

**CERTIFICATE OF NET WORTH BY STATUTORY AUDITOR**

1. This certificate is being issued on the request of .....(Name of the Bidder and address) for participating in tender in respect of National Highways and Infrastructure Development Corporation of India Ltd. in accordance with the applicable auditing standards and guidance Note issued by the Institute of Chartered Accountant of India.
2. We M/s .....(Name of the Statutory Auditor) are statutory auditors of .....(Name of the Bidder) for the year ended 31st March 20XX (appropriate year may be filled in).

***Note 1: In case the certificate is issued by any firm other than statutory Auditors of a company, the form no. ADT 1 duly filed with the Registrar of Companies is attached.***

***Note 2: In cases the Bidder does not have statutory auditor, the firm of chartered accountants that audited last financial statements/books of accounts shall be treated as Statutory Auditor while in case of a company, the statutory auditor shall have same meaning as 'Auditor' defined under the Companies Act, 2013.***

3. We have obtained all relevant record and information that were necessary for providing this certificate.
4. We have read and understood the tender documents relating to financial (e.g. 'Turnover' and 'Net worth'), verified the standalone audited financial statements of ..... (Name of the Bidder), books of accounts and other relevant records and information as at 31st March 20XX produced before us by .....(Name of the Bidder), and on basis of such verification, information and explanation given to us, we certify that Net Worth of .....(Name of the Bidder) as on 31 March 20XX has been computed strictly in compliance with the provision of clause 2.2.2.9(ii) of the RFP documents of the NHIDCL and as under:

5. s under:

Sr. No.	Particulars	Amount in Rs Lakhs	Remarks
1	Paid of Equity Share Capital (This does not include advance against equity and application money pending allotment)		
2	Reserves and Surpluses (Other equity in case of Financial Statements are prepared under Ind AS) created out of profits)		
2.1	Accumulated Profits		
2.2	Share/Security premium		
2.3	Other Reserves		
	Total		

	Less Accumulated losses, if any		
	Less Miscellaneous expenditure to the extent not written off or adjusted		
	Less Deferred Revenue Expenditure, if any		
	Less write back of depreciation, if any		
	Less any other reserve created out of profits like amalgamation, capital restructuring, first time adoption of Ind AS or debt restructuring prior to full settlement of debts.		

6. This is certified that the Calculation of Net worth is based on standalone financial statements of .....(Name of the Bidder) prepared in conformity with applicable Accounting Standards and it does not include following components:

- i. Advance against equity;
- ii. Share application money, pending allotment;
- iii. Redeemable or non-redeemable Preference share capital;
- iv. Convertible and non-convertible debentures;
- v. Revaluation Reserves;
- vi. Accumulated losses;
- vii. Write back of depreciation;
- viii. Other comprehensive income, in cases where financial statements are prepared based on Ind AS;
- ix. Reserves created from restructuring of debt etc till their settlement of debts;
- x. Deferred Tax Liabilities; and
- xi. Impact of restructuring or amalgamation of the bidder.

**For XYZ & Associates Chartered Accountant (FRN: .....)**

**Name of CA: .....**

**Partner/Proprietor**

**Membership No.: .....**

**Place: .....**

**Date: .....**

**UDIN: .....**

**Appendix-XIV**

**Letter Head of the Statutory Auditor**

**(Giving phone number, address and email address)**

**CERTIFICATE OF NET WORTH BY STATUTORY AUDITOR**

1. This certificate is being issued on the request of .....(Name of the Bidder and address) for participating in tender in respect of National Highways and Infrastructure Development Corporation of India Ltd. in accordance with the applicable auditing standards and guidance Note issued by the Institute of Chartered Accountant of India.
2. We M/s .....(Name of the Statutory Auditor) are statutory auditors of .....(Name of the Bidder) for the year ended 31st March 20XX (appropriate year may be filled in).

***Note 1: In case the certificate is issued by any firm other than statutory Auditors of a company, the form no. ADT 1 duly filed with the Registrar of Companies is attached.***

***Note 2: In cases the Bidder does not have statutory auditor, the firm of chartered accountants that audited last financial statements/books of accounts shall be treated as Statutory Auditor while in case of a company, the statutory auditor shall have same meaning as 'Auditor' defined under the Companies Act, 2013.***

3. We have obtained all relevant record and information that were necessary for providing this certificate.
4. We have read and understood the tender documents relating to financial (e.g. 'Turnover' and 'Net worth'), verified the standalone audited financial statements of ..... (Name of the Bidder), books of accounts and other relevant records and information as at 31st March 20XX produced before us by .....(Name of the Bidder), and on basis of such verification, information and explanation given to us, we certify that Net Worth of .....(Name of the Bidder) as on 31 March 20XX has been computed strictly in compliance with the provision of clause 2.2.2.9(ii) of the RFP documents of the NHIDCL and as under:

5. s under:

Sr. No.	Financial Year	Turnover in Lakhs
1	2024-25	
2	2023-24	
3	2022-23	
4	2021-22	
5	2020-21	

***In case financial statements of the latest financial year are not audited and therefore, the bidder cannot make it available, the bidder shall provide an undertaking to this effect and statutory auditor shall certify the same. In such case, the bidder shall provide the audited financial statements for five years immediately preceding the year for which the audited annual report is not being produced as per clause 2.2.2.8 of the RFP which shall be considered for evaluation. In case, undertaking duly certified by Statutory auditor is not submitted by the bidder, under such circumstances, the annual turnover for the year for which audited annual financial statements are not available shall be considered as 'Nil' for***

***the purposes of arriving at the average annual turnover.***

6. Annual Turnover updated to the price level of the year, based on factors indicated in table xxx of the tender documents, is given below:

Year	2024-25	2023-24	2022-23	2021-22	2020-21
Updation Factor	1.00	1.05	1.10	1.15	1.20
Actual Turnover (₹ In lakh)					
Updated Turnover (₹ In lakh)					

7. This is also certified that the Calculation of turnover is based on standalone financial statements of .....(Name of the Bidder) prepared in conformity with applicable Accounting Standards and it does not include any component of indirect tax like GST.
8. This is also certified that the turnover mentioned in para 5 is in individual capacity of .....(Name of the Bidder) and its share in the Joint Venture where the work had been executed jointly with other party/parties and such a joint venture is not a separate legal entity. Further, the above turnover does not include any turnover related to joint venture or subsidiary having a separate legal entity.
9. This is also certified that turnover mentioned in para 5 is in respect of execution of construction/ civil /engineering activities and does not include any trading activity of .....(Name of the Bidder).

**For XYZ & Associates Chartered Accountant (FRN: .....)**

**Name of CA: .....**

**Partner/Proprietor**

**Membership No.: .....**

**Place: .....**

**Date: .....**

**UDIN: .....**

**Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General  
Financial Rules (GFRs)**

*(See Clause 2.2.1(d))*

Deputy General Manager (T)  
NHIDCL,  
1st Floor, Tower-A, World Trade Centre,  
Nauroji Nagar, New Delhi -110029

**\*\*Sub: BID for \*\*\*\***

Dear Sir,

With reference to your RFP document dated \*\*\* \*\*\$, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

*I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;*

*I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

*I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.*

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the Authorised signatory)

Name and seal of Bidder/Lead Member

Notes: {Where applicable, evidence of valid registration by the Competent Authority shall be attached}

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.