

# **RAILTEL CORPORATION OF INDIA LTD**

(A GOVT. OF INDIA ENTERPRISE)

UNDER MINISTRY OF RAILWAYS

## **Registered Office:**

Plate-A, 6th Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi-110023

## **Regional Office (Western Region):**

Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground,  
Mahalaxmi, Mumbai – 400013

## **Invitation for Expression of Interest Document for**

**“Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)”**

**EoI Reference No: RCIL/WR/MUMBAI/Mktg/22-23/003**

**Date: 02.08.2022**

## **Expression of Interest – Notice**

**RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground,  
Mahalaxmi, Mumbai – 400013**

**EoI Reference No: RCIL/WR/MUMBAI/Mktg/22-23/003 Dt: 02.08.2022**

RailTel Corporation of India Ltd invites EoIs from RailTel's Empanelled Partners (referred to as 'Bidder') for the selection of suitable partner as Exclusive pre-bid teaming arrangement for work mentioned in the Scope of this EoI. The EoI copy is sent along with this EoI Notice. The technical and commercial bids shall be submitted through E-Mail in password protected sealed packets as separate PDF documents up to the end date & time mentioned below.

<b>Sr No</b>	<b>Description</b>	<b>EoI Fees (Non Refundable)</b>	<b>EMD</b>	<b>End date &amp; Time for Bid Submission</b>
1	Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).	INR 16,950/- + 18% GST	INR 1,12,00,000/-	05.08.2022 at 12.30 hrs

The prospective Bidders should submit their suggestions/observations, if any, in writing/ email. Any modification of the EoI documents, which may become necessary as a result of suggestions/ observations, shall be made by RailTel exclusively through the issue of an addendum/corrigendum.

Prospective applicants are required to direct all communications related to this EoI, through the below mentioned Nominated Point of Contact persons:

### **1. Level 1**

Contact Name : Sh. Viplovnath Mishra  
Designation : Assistant General Manager/ Marketing  
E-Mail Address : viplovmishra@railtelindia.com  
Mobile No : +91- 9004444124

**2. Level 2**

Contact Name : Sh. Ravikant Prasad  
Designation : General Manager/ Mumbai Territory  
E-Mail Address : ravi@railtelindia.com  
Mobile No : +91- 9004444109

**NOTE: Every page of the submitted documents should be duly signed by the Authorized Signatory with Company seal.**



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## **1. RailTel – Introduction**

RailTel Corporation of India Limited, a Public Sector Undertaking under the Ministry of Railways, Govt. of India, and is a national telecom service provider having NLD, IP2 and ISP licenses and IP1 registration and have built nation-wide optical fiber network. RailTel's objective is to create a nation-wide broadband telecom and multimedia network.

RailTel Corporation of India Limited (RailTel) an ISO 20000-1:2018, ISO/IEC 27001:20013 and CMMI Level-4 certified organization for its quality management systems, information security management systems, and service management systems, respectively. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to significantly contribute to realization of goals and objective of national telecom policy 2012. RailTel is a Public Sector Undertaking under the administrative control of Ministry of Railways, Govt. of India.

RailTel is building state of the art multimedia telecom network using SDH/DWDM based transmission systems and high end MPLS-IP routers. RailTel has extensive expertise in building telecom networks. Moreover, RailTel draws its manpower from signal and telecom branch of Indian Railway which has been in the business of construction, operation and maintenance of telecom systems for more than 50 years.

RailTel has created countrywide state of the art SDH/DWDM backbone optical transport network using latest technology. Presently, the optic fiber network of RailTel covers over 61000+ route kilometers and covers 6102+ railway stations across India. Our citywide access across the country is 21000+ kms.

RailTel's backbone Transport Network has been configured in multiple 'Self-Healing' Ring architectures which provide for redundancy by automatically redirecting and switching traffic from failed/ degraded routes for an uninterrupted service ensuring maximum up time and service reliability. The network supports multiple ring protection schemes. The network has been designed in such a way that full redundancy is available for bandwidth between any two points.

The whole network is managed by centralized network management system (NMS) and backup facilities located across India. RailTel has got unique advantage to offer the best quality service (QoS) from a single unified network with PAN India presence. This state of art network enables point and click provisioning of the bandwidth and other services from anywhere to anywhere in the country. It enables provisioning of traffic in any granularity from 2 MBPS to multiple of Gbps (n x Gbps) from its country wide strong backbone network.

RailTel has implemented and currently implementing projects of national importance. Few of the Projects are as follows:

**Railway Station Wi-Fi project:** RailTel has implemented Free Wi-Fi services at 6,102 + Railway stations.

**Hospital Management Information System (HMIS):** Indian Railways, with the objective of bringing hospital management on a single architecture to prevent pilferage and making operations seamless has entrusted RailTel with implementation of hospital management information system (HMIS). RailTel has implemented this integrated clinical information system across 699 health facilities of Indian Railways across India for improved hospital administration and patient healthcare.

**National Optical Fiber Network (NOFN):** Democratizing Information through Broadband to Panchayats. BBNL has allotted 11 states comprising of 36,000 panchayats to RailTel which includes the states of Gujarat, Daman & Diu, Dadar & Nagar Haveli in West, Tamil Nadu and Puducherry in South and Meghalaya, Mizoram, Tripura, Arunachal Pradesh, Manipur, Nagaland in North-East.

**NE-I and NE-II under USOF:** The program envisages to lay OFC cable (at least 24 F underground) and provide minimum 2.5 Gbps bandwidth capacity upgradeable up to 10 Gbps.

**National Knowledge Network:** National Knowledge Network (NKN) envisages connecting all higher centres of learning and research by bringing together all stakeholders from science, technology, higher education, healthcare, agriculture and governance to a common platform. RailTel have been selected as one of the implementing partner of the network by providing high capacity bandwidth pipes for the NKN project.

**Enterprise Specific IT & ITES projects:** RailTel has implemented numerous Telecom & IT related projects in the country for various customers across the spectrum incl. Govt/PSU, Enterprises Scope of Work.



## **2. Invitation of Bids**

### **Project Objective**

Through this EoI RailTel intends to select an Implementation Agency for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).

Further, the rates received in this EoI would hold good for procurement of various components irrespective of the finalized locations.

### **Bid Document Notice**

- Bidder agencies are advised to study this EoI document and subsequent references carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- This bid document is not transferable.
- Bidder (authorized signatory) shall submit their offer through packets including technical (including prequalification documents) and financial proposal.

The Assistant General Manager/ Marketing, of RailTel invites the bidders to submit their technical proposals and financial offers for the project of Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) in accordance with conditions and manner prescribed in this EoI and subsequent references.

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### **3. Prequalification Criteria and Instructions to Bidders (ITB)**

#### **Prequalification criteria**

The qualification criteria laid within this document shall be met by the bidder, as a Single Firm. A bidder who submits more than one EoI shall be summarily disqualified. The 'Bidder', shall be primarily accountable for the supply, implementation, testing and maintenance of the entire scope of the project.

<b>Sr No</b>	<b>Qualification Criteria</b>	<b>Documentary Evidence</b>
1.	The bidder should be a company registered under Indian Companies Act, 1956 and 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder/ certified deed of partnership
2.	The Bidder or its parent firm should have an average annual turnover of at least INR 125 Crores over the last five financial years (i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-2022)	Audited Profit & Loss Statements for last five financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-2022) from the certified chartered accountant clearly stating average turnover.
3.	Bidder or its parent firm should have positive net worth as on 31st March 2022.	Certificate from the Chartered Accountant clearly stating the net worth.
4.	The Bidder should have executed or currently executing project/s of below mentioned value in <b>OFC cable laying and associated works</b> in the last five financial years (i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-2022) in India <ol style="list-style-type: none"><li>1. At least one project with a value of 100 % of estimated cost OR</li><li>2. At least two projects with a value of 60 % of estimated cost OR</li><li>3. At least three projects with a value of 40 % of estimated cost</li></ol>	Copy of Work Order and/or Work Completion certificate of the project from respective client clearly stating the scope, current status (percentage completion) and the contact details of the authority.



Sr No	Qualification Criteria	Documentary Evidence
5.	The Bidder should have valid documentary proof of GST registration number and PAN Card.	Copy of GST registration number and PAN card
6.	The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document

#### Instructions to Bidders (ITB)

Sr No	Information	Details
<b>A. Introduction</b>		
1.	Project Name	Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).
2.	EoI Reference No	RCIL/WR/MUMBAI/Mktg/22-23/003
3.	Bid Type	Limited EoI (for empanelled partners only)
4.	EoI Fees (Non-Refundable)	INR 16,950 + 18% GST to be Paid by RTGS/NEFT/Net Banking
5.	Earnest Money Deposit (EMD)	INR 1,12,00,000/-
6.	EoI Fees & EMD Submission Due Date & Time	05.08.2022 up to 12.30 Hrs
7.	Bank Details of RailTel for the EoI Fees & EMD to be submitted Online	<b>Account Name:</b> RailTel WR Collection Account <b>Bank Name:</b> Union Bank of India <b>Branch Name:</b> Mahalaxmi Branch <b>Account Number:</b> 317801010036605 <b>IFSC Code:</b> UBIN0531782 <b>MICR Code:</b> 400026031
8.	Performance Bank Guarantee as Performance Security	3% of the contract value within one month from the date of the notice of award of the contract or prior to signing of the contract agreement whichever is earlier or as intimated in the work order issued by RailTel.

<b>B. Preparation of Bids</b>		
9.	Language of Bid	English
10.	Bid Validity Period	120 Calendar Days from the Date of Opening of Bid or back to back whichever is later.
11.	Performance Security Validity Period	Valid upto the entire contract period including defect liability period or payment of final bill whichever is later
<b>C. Bid Presentation</b>		
12.	Last date for submission of written queries for clarifications	04.08.2022 up to 12.00 Hrs
13.	Query Submission	To be submitted via e-mail only. Kindly refer EoI notice for E-mail Address.
14.	Contact Person for clarification of Queries	Assistant General Manager/Implementation RailTel Corporation of India Ltd Western Railway Microwave Complex Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi, Mumbai – 400013
15.	Contact Information	<b>Contact No:</b> 9004444124 <b>E-mail:</b> viplovnishra@railtelindia.com
16.	Last date (deadline) for receipt of proposals in response to EoI notice	05.08.2022 up to 12.30 Hrs <b>E-Mail Address for Bid Submission:</b> eoi.wr@railtelindia.com
17.	Place, Time and Date of opening of Technical proposals received in response to the EoI notice	05.08.2022 at 15.00 Hrs <b>Address for Technical Opening:</b> RailTel Corporation of India Ltd Western Railway Microwave Complex Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi, Mumbai – 400013
18.	Place, Time and Date of opening of Financial proposals received in response to the EoI notice	Will be intimated post Technical Evaluation
19.	Overall evaluation and Final results of EoI	Will be sent through E-Mail to all Participants
<b>D. Evaluation of Bids and Awarding of Contract</b>		
20.	LOI Placement	Will be sent through E-Mail to winning party only
21.	Signing of Contract Agreement	30 days after placement of LOI

#### **Bid Preparation Cost**

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by RailTel to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. RailTel

will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This bid does not commit RailTel to award a contract. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of RailTel/ Stakeholders/ Partners/ Patrons and may be returned at its sole discretion.

#### **Amendment of Bid Document**

At any time before the deadline for submission of bids, RailTel, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by an amendment. All the amendments made in the document would be informed to all the participating bidders through email. RailTel also reserves the rights to amend the dates mentioned in this bid for bid process. It will be assumed that the amendments have been taken into account by the Bidder in its bid. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, RailTel may, at its discretion, extend the last date for the receipt of Bids.

#### **Rights to Terminate the Process**

RailTel may terminate the bid process at any time and without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

#### **Earnest Money Deposit (EMD) and Refund**

EMD is to be submitted as per ITB A Pt 5. EMD can be submitted through RTGS/NEFT/Net Banking on or before the deadline mentioned. In case a bid is submitted without the EMD as mentioned above then RailTel reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.

The EMD shall be denominated in Indian Rupees only. No interest shall be paid by RailTel towards the deposited EMD.

EMDs of all bidders barring first three lowest Bids shall be returned immediately after recommendation of bid committee without waiting for their request. EMD of 3<sup>rd</sup> lowest Bidder shall be returned on their written request after recommendation of bid committee. After returning EMD to these two bidders, for any reasons, if these bidders become eligible for contract as per the recommendation of bid Committee, they will not have any right to claim the contract. After issuing acceptance letter to the lowest Bidder, the EMD of 2<sup>nd</sup> lowest Bidder shall be returned immediately without waiting for request. EMD of the successful Bidder will be refunded after submission of Performance Bank Guarantee and compliance & completion of all contractual formalities.

The EMD may be forfeited in any of the following cases:

1. If a Bidder withdraws its bid or increases its quoted prices during the period of bid

- validity or its extended period, if any
2. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in this bid document
  3. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
  4. During the bid process, if any information is found wrong / manipulated / hidden in the bid.

The decision of RailTel regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances. Unsuccessful bidder's EMD shall be returned to the unsuccessful bidder within 120 days from the date of opening of the Commercial bid. EMD of Successful bidder will be returned after the award of contract and submission of the performance Bank Guarantee and compliance & completion of all contractual formalities within specified time.

### **Language of Bids**

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

### **Declaration for Local Content**

Bidder has to submit Self-certification that its Bid 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 does not submit the aforesaid Certification, the bidder will be summarily treated as 'Non Local Supplier'.

In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local supplier' / 'Class - II Local supplier' shall have to 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 upon Construction of the Project.

In the above pretext, the Class - I Local Supplier, Class - II Local Supplier and the Non-Local Supplier are defined as under:

1. '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%.
2. '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%.

3. '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.

4. '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.

### **Documents Comprising of Bids**

Below table is provided as the guideline for submitting various important documents along with the bid. E-Mail subject will have EoI Reference No and description of EoI as subject line along with Company Name. It will contain two file attachments with headings Packet A & Packet B containing respective documents as mentioned in below table.

<b>Sr No</b>	<b>Type of Envelope</b>	<b>Documents to be submitted</b>
01	Pre-Qualification & Technical Bid Folder (Packet A)	<ul style="list-style-type: none"><li>• Cover Letter</li><li>• Board Resolution authorizing the Bidder to sign/ execute the bid as a binding document and also execute all relevant agreements forming part of bid or Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this bid (If not submitted would result in summary rejection of the offer)</li><li>• Self-declaration by Authorized Signatory to certify that the products quoted are not end of life for the next 5 years or end of sale products</li><li>• Bidder's Particulars as per specified format</li><li>• All the documentary evidence required as per pre-qualification criteria mentioned in 'Pre-Qualification Criteria' section of this bid</li><li>• Declaration cum Indemnity Bond</li><li>• Valid proofs of EoI Fees &amp; EMD Submission (Snapshots of Bank Statement indicating Payment of the same)</li><li>• Technical Bid in the format specified</li><li>• Project Details</li><li>• Technical Bill of Material (to be provided by the Bidder)</li><li>• Other Documents (as per requirements of the bid)</li><li>• Declaration for Local Content</li></ul>
02	Commercial Bid Folder (Packet B)	<ul style="list-style-type: none"><li>• Price Bid Cover</li><li>• Price Bid</li></ul>

Bidders shall furnish the required information on their Pre-Qualification, technical and financial bids in enclosed formats only. Any deviations in format may make the bid liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical



Envelope shall be sufficient grounds for rejection of the bid.

### **Withdrawal of Bids**

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

### **Evaluation Process**

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

### **Evaluation of Bids**

1. Consortium is not permitted.
2. Sub-contracting is not permitted. However, the Bidder shall seek prior approval from RailTel for sub-contracting any work, if not already specified in the bid. Such sub-contracting shall not relieve the Bidder from any liability or obligation under the Contract. If approved, however the Bidder shall be solely responsible for the work carried out by subcontracting under the contract.
3. The Financial Bids of only those Bidders, who qualify in the Pre-Qualification & Technical stage, shall be considered and will be evaluated as per the evaluation criteria in this clause by the Bid Evaluation Committee (BEC).
4. The BEC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in RailTel’s interest).
5. RailTel reserves the right to further negotiate with the Bidders post the Price Opening with any of the Bidders

### **Opening of Technical Bid**

1. RailTel shall open the Technical Bids in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified.
2. Only bids that are opened and read out at the bid opening and whose EoI Fees & EMD has been paid shall be considered further.
3. All the bids shall be opened one at a time, reading out the name of the Bidder, submission of EoI Fees, and any other details as RailTel may consider appropriate.
4. RailTel shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the presence or absence of EMD. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
5. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening.
6. Once the bids are opened each bid will be checked for pre-qualification and technical criteria.

### **Opening of Commercial Bid**

1. The Commercial bids shall not be opened by RailTel until the evaluations of the Technical Bids have been completed.
2. After the technical evaluation is completed and RailTel has issued its no objection (if applicable), RailTel shall notify those Bidders whose proposals did not pass the technical evaluation or were considered as non-responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.
3. RailTel shall simultaneously notify in writing to bidders who have cleared the technical evaluation, the date, time and location for opening the Financial Proposals. The opening date would allow Bidders sufficient time to make arrangements for attending the opening. Bidders' attendance at the opening of Financial Proposals is optional.
4. RailTel shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the bid Price, and any other details as RailTel may consider appropriate. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
5. Financial Proposals shall be opened publicly in the presence of the Technically Qualified Bidders' representatives who choose to attend. The name of the Technically Qualified Bidders shall be read aloud.
6. Commercial Bids from bidders who have failed to qualify in evaluation of the technical bid will not be opened.
7. Only bids that are opened and read out at the bid opening shall be considered further.
8. Authorization letter in the name of the person attending bid opening needs to be submitted on the letterhead of the Bidder during bid opening.
9. The Commercial Bids will be evaluated by RailTel for completeness and accuracy.
10. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

### **Rights to Accept/Reject any or all Bids**

1. Notwithstanding anything contained in this EoI, RailTel reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ 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. RailTel reserves the right to reject any Application and/ or Bid if:
  - a. at any time, a misrepresentation is made or uncovered, or
  - b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.
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 subsistence thereof including the concession thereby granted by RailTel, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made any misrepresentation or has given any incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EoI, be liable to be terminated, by a communication in writing by RailTel to the Bidder, without Bidder being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which RailTel may have under this EoI, the Bidding Documents, the Concession Agreement or under applicable law. RailTel reserves the right to verify all statements, information and documents submitted by the Bidder in response to the EoI. Any such verification or lack of such verification by RailTel shall not relieve Bidder of its obligations or liabilities hereunder nor will it affect any rights of RailTel there under.
4. The bid shall be rejected if the bidder-
  - a. Stipulates the validity period less than 120 days.
  - b. Stipulates own condition/conditions.

#### **Amendment of Bid Document**

At any time prior to the deadline for submission of Application, RailTel may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the EoI by the issuance of Addendum. Any Addendum thus issued will be sent in writing/ Fax/ Email to all those to whom EoI is issued by RailTel. In order to afford the Bidder a reasonable time for taking an Addendum into account, or for any other reason, RailTel may, in its sole discretion, extend the Submission Due Date.

#### **Notifications of awards and Signing of Contract**

Prior to the expiration of the period of bid validity, the Bidder will be notified in writing or by FAX/email that their bid has been accepted. At the time RailTel notifies the successful Bidder that its bid has been accepted, RailTel will send the Bidders the proforma for Contract,



incorporating all clauses/agreements between the parties. The successful Bidder shall sign and date the Contract and return it to RailTel. Draft Format of the contract has been included in the bid document.

### **Performance Bank Guarantee**

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks as per the format given in this bid, payable on demand, for the due performance and fulfillment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 30 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 30 days and upto 60 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 60 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post the contract period plus three months(expected PBG validity date) are over after deducting any applicable deductions (eg: Poor service, etc).

This Performance Bank Guarantee will be for an amount equivalent to 3% of the total contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the Contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30days' notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any

payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

**Failure to agree with the Terms and Conditions of the Bid/Contract**

Failure of the Bidder to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder (i.e. L2 Bidder). In such a case, RailTel shall invoke the PBG of the most responsive Bidder (i.e. L1 Bidder).

**Terms and Conditions of the Bid**

Bidder is required to go through thoroughly the complete EoI document, for all the terms and conditions to be adhered by the successful Bidder during Project Implementation and Post implementation period.



#### **4. Scope of Work:**

##### **Project Objective**

RailTel wishes to engage an agency (referred to as “Service Provider”, “Selected Agency”, “Vendor”, and “Bidder”) for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi-Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) according to the requirements, specifications and bill of quantities in the bid document.

RailTel is planning to participate in a Tender Floated by National Highways Logistics Management Limited (NHLML) for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi-Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra (Package-II) vide Tender Reference No: NHLML/OFC/Pkg-2/2022 Dated. 04.02.2022.

##### **Summary of Scope**

Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra

##### **Proposed Scope of Work**

RailTel wishes to utilize the services of an Implementation Agency (hereafter referred to as “Implementation Agency”/“IA”/“Selected Agency”/“Vendor”/“Bidder”) for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. The project is envisaged to be implemented in a period as specified in the referred tender and any of its addendums/corrigendums/additional documents as encompassed in the tender. The Technical details of Scope encompassed may be referred in the NHLML Tender, its addendums/ corrigendum/ any other documents published by NHLML issued vide Tender Reference No: NHLML/OFC/Pkg-2/2022 Dated. 04.02.2022. In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

## **5. Payment Terms, Timelines & SLA**

All the Payment Terms, Timelines and SLA will be back to back as per End Customer Tender document referred in Scope of Work. However following clauses override this EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI:

- 1) Payments will be processed post furnishing appropriate Invoices which are compliant as per statutory norms
- 2) Once RailTel receives payment from its End Customers the Payments appropriately as per Invoices received will be processed and released after 45 days.
- 3) No payments will be made in Advance.



## **6. Annexure I: Instructions & Pre-Qualification Bid Formats**

### **Pre-Qualification Cover Letter**

**Date:** dd/mm/yyyy

To  
Assistant General Manager/ Marketing  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Selection of Implementation Agency for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)

**Ref:** Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir,

Having examined the EoI Document (and the referred documents/ clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to RailTel and its end customers, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& referred Documents, subsequent clarification / addendums / corrigendums, if any) document and also agree to abide by this EoI response for a period of 120 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid

Document.

We agree that you are not bound to accept any EoI response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the EoI response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

TelephoneandFax :

E-mailaddress :

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### Format to share Bidder's Particulars

Sr. No	Description	Details(to be filled by the responder to the Bid)
1.	Name of the company	
2.	Official address	
3.	Phone No. And Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. And Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
11.	GST registration No.	
12.	Permanent Account Number (PAN)	
13.	Company's Revenue for last 5 years (Year wise)	
14.	Company's net worth for the last year (Year wise)	

Please submit the relevant proofs for all the details mentioned above along with your bid response.

#### Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

**Format for Declaration by the Bidder for not being Blacklisted / Debarred**

(On Stamp Paper of Rs 500)

**DECLARATION CUM-INDEMNITY BOND**

**Date:** dd/mm/yyyy

I, \_\_\_\_\_ of, \_\_\_\_\_ do hereby declared and undertake as under.

1. I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm / company \_\_\_\_\_ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declared that I \_\_\_\_\_ in capacity as Manager / Director / Partners / Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de- registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking.
3. I declared that, I have perused and examined the EoI document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of EoI and accordingly, I submit my offer to execute the work as per EoI documents at the rates quoted by me in capacity as \_\_\_\_\_ of \_\_\_\_\_.
4. I further declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, RailTel is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declared that I will not claim any charge / damages / compensation for non-availability of site for the contract work at any time.
6. I Indemnify RailTel and its stakeholders/ partners/ patrons for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of \_\_\_\_\_ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be shall be paid immediately by me / Company to the satisfaction of the RailTel and its stakeholders/ partners/ patrons.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Identified by me

Before me

<Advocate>



## **7. Annexure II: Instructions & Technical Bid Document Formats**

### **General Instructions for the Technical Bid**

Bidders have to submit a very structured and organized technical bid, which will be analyzed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project.

Bidder is expected to divide its Bid in following sections / documents:

#### **A. Bidder's Competence to execute the project**

This document should bring about the capability of the firm to execute this project.

Some of the required documents are as follows:

- Financial Capability of the Bidder and supporting documents
- Experience of Bidder of implementing similar/same applications or in supply of similar/same hardware components
- Quality of similar domain experts available with the firm

#### **B. Proposed Team for the Project**

Bidder may propose different people for different skill-sets required and different responsibilities (during Project Implementation and Post-Implementation). Following documentation is expected in this section:

- Overall Project Team (for both Project Implementation and Support phases)
- Escalation Chart for the entire Project Duration
- Summary Table giving Qualification, Experiences, Certifications, Relevance

#### **C. Technical Solution Proposed for the Project**

Broad areas to be covered in the Technical Solution documentation are given below:

- Bill of Material: This document should give details of all the proposed components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.
- Describe the proposed Technical Solution in a structured manner. Following should be captured in the same:
  - Clear articulation and description of the design and technical solution and various components
  - Reasoning for selection of the proposed technology over other options.
  - Extent of compliance to technical requirements specified in the scope of work
- Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
- Clearly articulate the Strategy and Approach and Methodology for Installation, Configuration and Implementation of the project.
- Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.
- Detailed Project Plan with timelines, milestones etc. for supply, installation and commissioning of the various project components.

**Format to share Project Details**

<b>Name of the Project:</b>	
<b>General Information</b>	
Client for which the project was executed	
Name of the client contact person(s)	
Designation of client contact person(s)	
Contact details of the client contact person(s)	
<b>Project Details</b>	
Description of the project	
Scope of work of the Bidder	
Deliverables of the Bidder	
Technologies used	
Current Status of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (number of months, start date, completion date, current status)	
Other Relevant Information	
<b>Mandatory Supporting Documents:</b>	
Work order / Purchase order / Contract for the project/ Client Certificate giving present status of the project and view of the quality of services by the Bidder	

**Note:** The Bidder is required to use above format for all the projects referenced by the Bidder for the pre- qualification criteria and technical bid evaluation.

### **Technical Bill of Material and Bill of Quantity (To be provided by the Bidder)**

1. The Bidder shall submit the technical proposal including the BoM with 'Make' and 'Model' details excluding the cost.
2. The Bidders can add additional line items as per their requirements
3. Bidder should not share any bid price information in the technical bid
4. Hardware specifications should be as per the specifications mentioned in Annexure.
5. The quantity required may vary by +10% during the course of execution of the project.
6. The unit rate quoted in the financial bid will be used to calculate the price of the varied component.

### **Indicative Bill of Materials:**

As per formats specified in referred documents including all of its addendums / corrigendums / additional documents as mentioned in Scope of Work

**Note:** It is mandatory to fill up complete information in above table. No price shall be quoted. Also Make and Model to comply as per NHLML Tender referred.

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## **8. Annexure III: Instructions & Commercial Bid Formats**

### **Commercial Bid Cover Letter**

**Date:** dd/mm/yyyy

To

Assistant General Manager/ Marketing  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Selection of Service Provider for the Project “Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)”

**Ref:** BidNo:<No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of ‘Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)’ do hereby propose to provide services as specified in the bid referred above.

#### **1. PRICE AND VALIDITY**

- All the prices mentioned in our bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this bid are valid for a period of 120 calendar days from the date of opening of the Bids and back to back as per scope of work whichever is later.
- We hereby confirm that our bid prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the bid formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altered under the law, we shall pay the same.

#### **2. UNIT RATES**

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

#### **3. DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations.

#### **4. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

#### **5. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated in the subsequent sub-sections of this Section.

#### **6. CONTRACT PERFORMANCE GUARANTEE BOND**

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the bid.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

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## **Commercial Bid Format and Instructions**

The Bidder has to quote the rate in the BoQ table. The price shall be inclusive of Goods & Services Tax as applicable under the relevant Laws of India.

BoQ Table will be as per formats specified in referred documents including all of its addendums / corrigendums / additional documents as mentioned in Scope of Work.

### **Note:**

1. Bidder is required to do POC of the hardware during the technical evaluation or post Award of contract as per RailTel's discretion.
2. The Bidder will quote both for Implementation cost and the Operations and Maintenance cost.
3. RailTel to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on RailTel's discretion.
4. All the prices are to be entered in Indian Rupees ONLY.
5. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
6. During the payment stage, RailTel reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
7. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
8. For the purpose of evaluation of Commercial Bids, RailTel shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
9. The Contract Price shall be firm and not subject to any alteration.
10. The Bidder should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
11. Please note invitation of price discovery rate for future requirements does not imply guarantee of any additional work or any increase in scope. The price discovery rates are being invited to meet any exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.
12. Wherever present, the items mentioned as Lump Sum in above table will have quantity as  
1. However, the bidder should consider the same as Lump Sum and submit the commercials.
13. No advance payment shall be made towards any activity

## **9. Annexure IV: Complete EoI Examination & Nil Deviation Certificate**

To

Assistant General Manager/ Marketing  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Complete EoI Examination & Nil Deviation Certificate

**Ref:** EoI Number: \_\_\_\_\_ **Dated:** \_\_\_\_\_

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/ corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :

## **10. Annexure V: Back to Back Compliance Certificate**

To

Assistant General Manager/ Marketing  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Complete back to back Compliance Certificate

**Ref:** 1) EoI Number: \_\_\_\_\_ Dated: \_\_\_\_\_

2) Tender Reference No: NHLML/OFC/Pkg-2/2022 Dated. 04.02.2022 and all of its corrigendums & published documents

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back to back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone and Fax :  
E-mail address :

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## **11. Annexure VI: Draft Non-Disclosure Agreement**

(To be submitted on a Rs. 100 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year (effective date) by and between \_\_\_\_\_ (“Department”) and \_\_\_\_\_ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_ and \_\_\_\_\_

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

### **1. Definitions. As used herein:**

- a. The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

### **2. Protection of Confidential Information:** With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- b. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- c. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the

confidentiality of its own proprietary and confidential information and that of its clients;

- d. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
  - e. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - f. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or  
(ii) the request of the other party therefore.
  - g. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b. After it has become generally available to the public without breach of this Agreement by Company; or
  - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - d. Which Department agrees in writing is free of such restrictions.
  - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that
- (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
  - (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
  - (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated

damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
  - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
  - b. The place of arbitration shall be Mumbai.
  - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
  - d. The proceedings of arbitration shall be conducted in English language.
  - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect,

such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

- 16. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
- 19. Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to \_\_\_\_\_ years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

For Company

Name:

Title:

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

## **12. Annexure VII: Performance Bank Guarantee Format**

(For a sum of 3% of the value of the contract)

(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)

Ref. No. :

Date :

Bank Guarantee No. :

To

<Insert complete postal address>

THIS INDENTURE made this <current date> day of < current Month> 2020, BETWEEN THE <Bank Name>, a Company incorporated and registered under the Indian companies act, 1913 and deemed to exist within the companies Act 1956, and governed by the Banking Regulation Act, 1949 and having its registered office at <Address>, and its corporate office at <Address>, India and having one of its Branch Office at <Mumbai Branch Office> (hereinafter referred to as "the Bank" which expression shall be deemed to includes its successors and assigns) of the first part and <Bidders Company Name> a company incorporated under the Indian Companies Act 1956 having its Registered Office at <Address>, Corporate Office at <Address> and its Regional Office at <Mumbai Office Address> (hereinafter referred to as 'the Contractor/s') of the second part and RailTel Corporation of India Ltd (hereinafter referred to as 'RailTel') of the third part WHEREAS the Contractor/s have submitted to RailTel EoI/Quotation for the execution of Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) Dated <Date of EoI> and the terms of such EoI/Tender/Quotation/contract require that the Contractor/s shall deposit with RailTel as the security a sum of Rs. <Amount>/- (in figures and words<in words> only Including all Taxes and contingencies and any other costs mentioned as per LOI and RailTel Terms)AND WHEREAS if and when any such EoI/Tender/Quotation is accepted by RailTel the contract to be entered into in furtherance thereof by the Contractor/s will provide that such deposit shall remain with and be appropriated by RailTel towards the security deposit to be taken under the contract and be redeemable by the Contractors/ if they shall duly and faithfully carry out the terms and provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with the consent and concurrence of the Contractor/s has requested RailTel to accept the Guarantee of the Bank hereinafter contained, in place of the Contractor/s depositing with RailTel the said sum as security as aforesaid AND WHERE AS accordingly <Bank Name>has agreed to accept claim from RailTel upon demand in writing, whenever required by him, from time to time upto <Date (contract period + 3 months)> so to do, a sum not exceeding in the whole Rs. <Amount>/- (in figures and words <in words> only incl of Tax) under the terms of the said EoI/Tender/Quotation and/ or the Contract. The Bank Guarantee is

valid up to <Date (contract period + 3 months)>.

Notwithstanding anything what has been stated above, <Bank Name> liability under the above guarantee is restricted to Rs. <Amount>/- (in figures and words <in words>only incl of Tax) and guarantee shall remain in force up to <Date (contract period + 3 months)> unless the demand or claim under this guarantee is made on us and we receive in writing on or before <Date (contract period + 3 months)> all your rights under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter whether or not the original bank guarantee is returned to us.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this ..... day of 2022 at .....

For <Bank Name>

For<Company Name>

Authorized Signatories

EMP No. \_\_\_\_\_

Authorized Signatories

EMP No. \_\_\_\_\_

रेलटेल  
RAILTEL



### **13. Annexure VIII: Contract Agreement**

(To be executed on Rs. 500/- Stamp Paper post award of Contract within 30 days of placement of LOI)

#### **1. Overview:**

The document below Dated ..... describes the Agreement between the RailTel Corporation of India Limited a company having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013 called herein after “BUYER/ PURCHASER/ RailTel” and <Company Name> having its office at <Address> as “SELLER/ SERVICE PROVIDER”. It includes the critical success factors and performance indicators to help evaluate Seller’s effort in providing the desired results.

#### **2. Scope of Work:**

The Scope of Work includes Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi-Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) as per Supply Order/ LOI issued vide Buyer’s letter No.<LOI No> dt <Dated>.

#### **3. Term of the Contract Agreement**

The term of this Contract Agreement shall be a period of <specify period of contract> years from the date of execution of this Agreement. This includes the time required for Implementation and Operations and Maintenance Support.

In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Service Provider, RailTel reserves the right to extend the term of the Agreement by a suitable period without mutual consensus to allow validity of contract from the date of operational acceptance.

#### **4. Payment, Taxes & Claims**

Under no circumstances whatever the Service Provider shall be entitled to any compensation from RailTel on any account unless the Service Provider shall have

submitted a claim in writing to RailTel within 30 days of the case of such claim occurring.

It is agreed that the RailTel or its representative or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its representative's or officer's hands owing to any dispute or difference or claim or misunderstanding between the RailTel or its representative or Officer on the one hand and the Buyer on the other, or with respect to any delay on the part of the RailTel or representative or Officers in making periodical or final payments or in any other respect whatever.

### **Variations**

RailTel shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works RailTel considers necessary or advisable during the progress of the Contract. Such Variations shall form part of the Contract and the Service Provider shall carry them out and include them in updated Programmes produced by the Service Provider. Written confirmations of such variation of orders will be given.

### **Payment for Variations**

The rates for Variation items as specified in the Bill of Quantities will be considered as base and the Service Provider shall carry out such work at the same rate.

## **5. Proprietary data**

All documents and other information supplied by the Authority or submitted by a Service Provider to RailTel Authority shall remain or become the property of RailTel/ Stakeholders/ Partners/ Patrons. Service Provider are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. RailTel Authority will not return any Application or any information provided along therewith.

## **6. Taxes**

G.S.T. and other state levies/ cess which are not subsumed under GST will be applicable. It is clearly understood that RailTel will not bear any additional liability towards payment of any Taxes & Duties.

Rates accepted by RailTel shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/ any other levies/ tolls etc. Except that payment/ recovery for overall market situation



shall be made as per price variation.

## **7. Publicity**

Any publicity by the Service Provider in which the name of RailTel is to be used should be done with the explicit written permission of Executive Director/ Western Region of RailTel Corporation of India Ltd.

## **8. Force Majeure**

The Service Provider shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Service Provider, not involving the Service Provider's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Implementation Agency include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.

For the Service Provider to take benefit of this clause it is a condition precedent that the Implementation Agency must promptly notify RailTel, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. RailTel, or the consultant / committee appointed by RailTel shall study the submission of the Service Provider and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by RailTel in writing, the Service Provider shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, RailTel and the Service Provider shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of RailTel shall be final and binding on the Service Provider.

## **9. Arbitration & Governing Laws:**

Any dispute between the parties shall be resolved mutually by the parties.

If the dispute cannot be resolved by mutual consultation between the parties, the same shall be resolved by an Arbitrator who shall be the Chief Managing Director of the Seller.

This agreement shall be covered and constructed in accordance with Laws of India including without limitation, the relevant Central and State Acts and Rules, Regulations and Notifications issued and amended there under from time to time.

All disputes shall have jurisdiction of courts at Delhi, unless otherwise provided under the terms of agreement for arbitration or other recourse.

## **10. Termination of contract**

RailTel may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Service Provider and terminate the contract either in whole or in part:

- i. If the Service Provider fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- ii. If the Service Provider fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the Service Provider, RailTel shall provide the Service Provider with a written notice of 30 days instructing the Service Provider to cure any breach/ default of the Contract, if RailTel is of the view that the breach may be rectified.

On failure of the Service Provider to rectify such breach within 30 days, RailTel may terminate the contract by providing a written notice of 30 days to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RailTel. In such an event the Service Provider shall be liable for penalty imposed by RailTel.

In the event of termination of this contract for any reason whatsoever, RailTel is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Service Provider shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such

assistance to RailTel and/ or succeeding vendor, as may be required, to take over the obligations of the Service Provider in relation to the execution/ continued execution of the requirements of this contract.

## **11. Termination for Convenience**

RailTel, by notice sent to Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for RailTel's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

The deliverables/ Services that are complete and ready for delivery within twenty-eight (28) days after the Service Provider's receipt of notice of termination shall be accepted by RailTel at the Contract terms and prices. For the remaining deliverables/ services, RailTel may elect:

- i. to have any portion completed and delivered at the Contract terms and prices; and/or
- ii. to cancel the remainder and pay to the Service Provider an agreed amount for partially completed deliverables and Related Services.

## **12. Miscellaneous Terms:**

### **Sub Contracts**

Sub-contracting is not permitted. The Service Provider shall seek prior approval from RailTel for sub- contracting any work, if not already specified in the bid. However, such sub-contracting shall not relieve the Service Provider from any liability or obligation under the Contract. If approved, however the Service Provider shall be solely responsible for the work carried out by subcontracting under the contract.

### **Waiver**

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

### **Confidentiality**

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the

other Party or its subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of RailTel, the Service Provider (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Service Provider and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Service Provider (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The Service Provider recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Service Provider. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of RailTel/ Stakeholders/ Partners/ Patrons requires the Service Provider, its Subcontractors and agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in RailTel and its nominees receiving a right to seek injunctive relief and damages, from the Service Provider.

The restrictions of this Article shall not apply to confidential information that:

- i. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
- iii. Is developed by the Recipient independently of any of discloser's Confidential Information; and
- iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- v. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- i. Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees; and
- ii. Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

This Agreement is being executed in two originals, one copy to be retained by each of the parties of this Agreement.

In WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed on the day, month and year endorsed below:

Authorized Signatory & Seal:

Authorized Signatory & Seal:

**RailTel Corporation Of India Limited**  
Western Railway Microwave Complex,  
Senapati Bapat Marg, Near Railway  
Sports Ground, Mahalaxmi  
Mumbai – 400013

<Bidder Company Name>  
<Bidder Company Address>

Date:

Place:

## **Request For Proposal**

For

**Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi-Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).**

on

**Engineering, Procurement & Construction  
(EPC) Mode**

**National Highways Logistics Management Limited  
100% owned SPV of NHAI**

**FEBRUARY 2022**

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**National Highways Logistics Management Limited**  
**G-5 & 6, Sector-10, Dwarka, New Delhi-110075**  
**Notice Inviting Bid**

NIT/ Bid No. NHLML/OFC/Pkg-2/2022

Dated: 04.02.2022

**RFP for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)**

The Ministry of Road Transport & Highways (MoRTH), through National Highways Logistics Management Limited (NHLML), 100% owned SPV of NHAI has undertaken Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) through an Engineering, Procurement and Construction (EPC) Contract.

The National Highways Logistics Management Limited represented by its Chairman now invites bids from eligible contractors for the following project:

<b>Project Name</b>	<b>Estimated Project Cost (In Rs. Cr.)</b>
Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).	<b>131.26</b>

The complete Bidding Documents can be viewed / downloaded from e-procurement portal <http://etenders.gov.in> from **04.02.2022** to **30.03.2022** (up to 1100 hours. IST). Bid must be submitted online only at <http://etenders.gov.in> on or before **30.03.2022** (up to 1100 hours IST). Bids received online shall be opened on **31.03.2022** (at 1130 hours IST).

Bid submitted through any other mode shall not be entertained. However, Bid Security, proof of payment of cost of tender fee, Power of Attorney and Joint Bidding Agreement, if any, Integrity Pact, and experience certificates apostile at foreign origin, if any shall be submitted physically by the Bidder on or before **31.03.2022** (upto **1130** hours IST). Please note that the National Highways Logistics Management Limited reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Thanking you,  
Yours faithfully,

**(RAVINDER)**  
**Chief Operating Officer**  
**National Highways Logistics Management Limited**  
**(100% owned subsidiary of NHAI)**  
G-5&6, Sector-10, Dwarka, New Delhi-110075

## DISCLAIMER

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

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

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

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

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

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

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

**GLOSSARY**

<b>Agreement</b>	As defined in Clause 1.1.4
<b>Authority</b>	As defined in Clause 1.1.1
<b>Bank Guarantee</b>	As defined in Clause 2.20.1
<b>BID(s)</b>	As defined in Clause 1.2.2
<b>Bidders</b>	As defined in Clause 1.2.1
<b>Bidding Documents</b>	As defined in Clause 1.1.5
<b>BID Due Date</b>	As defined in Clause 1.1.5
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>BID Security</b>	As defined in Clause 1.2.4
<b>BID Price or BID</b>	As defined in Clause 1.2.6
<b>Contractor</b>	As defined in Clause 1.1.2
<b>Construction Period</b>	As defined in Clause 1.2.6
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(c)
<b>Defect Liability Period</b>	As defined in Clause 1.2.6
<b>Eligible Experience</b>	As defined in Clause 2.2.2.5 (i)
<b>Eligible Projects</b>	As defined in Clause 2.2.2.5 (i)
<b>EPC</b>	As defined in Clause 1.1.1
<b>EPC Contract</b>	As defined in Clause 1.1.2
<b>Estimated Project Cost</b>	As defined in Clause 1.1.3
<b>Feasibility Report</b>	As defined in Clause 1.2.3
<b>Financial Capacity</b>	As defined in Clause 2.2.2.3 (i)
<b>Government</b>	Government of India
<b>Joint Venture</b>	As defined in Clause 2.2.1
<b>Jt. Bidding Agreement</b>	As defined in Clause 2.1.11(f)
<b>Lead Member</b>	As defined in Clause 2.1.11 (c)
<b>Lowest Bidder</b>	As defined in Clause 1.2.6
<b>LOA</b>	As defined in Clause 3.3.4
<b>Net Worth</b>	As defined in Clause 2.2.2.9 (ii)
<b>Performance Security</b>	As defined in Clause 2.21.1
<b>Additional Performance Security</b>	As defined in Clause 2.21.1
<b>Project</b>	As defined in Clause 1.1.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in the Disclaimer
<b>Selected Bidder</b>	As defined in Clause 3.3.1
<b>Technical Capacity</b>	As defined in Clause 2.2.2.2 (i)
<b>Tie BIDs</b>	As defined in Clause 3.3.2
<b>Threshold Technical Capacity</b>	As defined in Clause 2.2.2.2 (i)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

**NATIONAL HIGHWAYS LOGISTICS MANAGEMENT LIMITED****SECTION 1****INTRODUCTION****1.1 Background**

- 1.1.1 The National Highways Logistics Management Limited represented by its Chairman (the “**Authority**”) is engaged in the development of project and as part of this endeavour, the Authority has decided to undertake Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (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 Information Memorandum of the Project at the CPPP website <https://etenders.gov.in>. Brief particulars of the Project are as follows:

<b>Name of the Project</b>	<b>Length in Km</b>	<b>Estimated Project Cost (In Rs. cr.)</b>	<b>No of Years for completion of work</b>
Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).	579.602	131.26	1 Year

- 1.1.2 The selected Bidder (the “**Contractor**”) shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “**EPC Contract**”) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period. The scope of work will broadly include Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) and maintenance of the Project during the Defect Liability Period, which shall be **5 Years**.
- 1.1.3 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in the clause 1.1.1 above, **which is exclusive of Goods and Service Tax (GST)**. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.4 The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor’s services and obligations.
- 1.1.5 The Authority shall receive BIDs pursuant to this RFP in accordance with the terms

set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the "**BID Due Date**").

- 1.1.6** The selected Bidder shall use the email as primary means of communication with Authority engineer NHAI for all contractual correspondence, including Physical submission of correspondences.

## **1.2 Brief description of Bidding Process**

- 1.2.1** The Authority has adopted a single stage two part system (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP (the "**Bidder**", which expression shall, unless repugnant to the context, include the members of the Joint Venture). The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

GOI has issued guidelines (see Annexure VII of Appendix-1A of RFP) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-1A.

- 1.2.2** The Bid shall be valid for a period of **120 days** from the date specified in Clause 1.3 for submission of BIDs.
- 1.2.3** The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "**Feasibility Report/Detailed Project Report**") is also enclosed. The Feasibility Report / Detailed Project Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report/Detailed Project Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report/Detailed Project Report. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents. However, Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "**Feasibility Report/Detailed Project Report**") is not required in case of maintenance works like PR/HIPR to be taken on EPC mode.
- 1.2.4** A Bidder is required to submit, along with its BID, a BID Security of **Rs. 1.31 Crore** (Rupees One Crore and Thirty One Lakh only) (the "**BID Security**"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. This Guarantee shall be transmitted through SFMS Gateway to NHAI. The Bidders shall also make online payment towards cost of tender document for **Rs. 20,000/- (Rupees Twenty Thousand only)** in Authority's

designated bank account and also upload online payment receipt of the same. Details of designated bank account are as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Logistics Management Limited
2.	Name of Bank	Canara Bank
3.	Account No.	8598201006150
4.	IFSC Code	CNRB0008598

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**"), **which is exclusive of Goods and Service Tax (GST)**. The total time allowed for completion of construction under the Agreement (the "**Construction Period**") and the period during which the Contractor shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "**Defect Liability Period**") shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents.

In this RFP, the term "**Lowest Bidder**" shall mean the Bidder who is quoting the lowest BID price.

1.2.7 Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason 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: RFP for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (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:

- '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%.
  - 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:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	04.02.2022
2.	Last date for receiving queries	11.03.2022
3.	Pre-BID meeting at venue 2.11.4 (i)	11.03.2022
4.	Authority response to queries latest by	16.03.2022
5.	Last date of Request for BID Document	30.03.2022, up to 11.00 Hours IST
6.	BID Due Date	30.03.2022, up to 11.00 Hours IST
7.	Physical Submission of originals Bid Security, POA for signing the Bid, POA for lead member of JV, if any, JBA for JV, if any, Integrity Pact, and experience certificates apostile at foreign origin, if any.	31.03.2022, at 1130 Hours
8.	Opening of Technical BIDs at venue 2.11.4 (i)	at 1130 Hours IST on 31.03.2022
9.	Declaration of eligible / qualified Bidders	To be Notified
10.	Opening of Financial BID	To be Notified
11.	Letter of Acceptance (LOA)	To be Notified
12.	Return of signed duplicate copy of LOA	Within 7 days of issuance of LOA
13.	Validity of BID	120 days from BID Due Date
14.	Submission of Performance Security (PS) and Additional Performance Security (APS), if any	Within 30 days of receipt of LOA. (The bidder has the option to provide 50% of PS and APS, if any within 30 days of receipt of LOA and the remaining PS and APS, if any to be provided within 30 days of signing of agreement)

15.	Signing of Agreement	Within 10 days from the receipt of 50% of Performance Security and 50% of Additional Performance Security, if any
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## SECTION-2 INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1. General terms of Bidding

- 2.1.1 No Bidder shall submit more than one BID for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.
- 2.1.2 An International Bidder bidding individually or as a member of a Joint Venture shall ensure that Power of Attorney is apostille by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued 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 thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 2.1.4 The BID shall be furnished in the format exactly as per Appendix-I i.e. Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. BID amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the BID to commit the Bidder.
- 2.1.6 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 shall be submitted by the bidder.
- 2.1.7 Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.
- 2.1.8 The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.
- 2.1.9 This RFP is not transferable.
- 2.1.10 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding

Documents and also fulfilling the criterion as mentioned in clause 2.2.

2.1.11 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 at least 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 40% requirement of Bid Capacity, and Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3 and the 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,
- (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 uploaded, on e-tendering 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 Defect 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 Jt. Bidding Agreement.
- (h) No Joint Venture up to Estimate Project Cost of Rs. 100 crores (One Hundred Crores). However, Joint Venture for any Estimated Project Cost is permissible in case of maintenance works to be taken up on EPC mode.

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 entity who is a resident outside India or where a Bidder or its Member is controlled by persons resident outside India and thereby the equity capital of the transferee entity exceeds 50% or above, any such transfer of equity capital shall be with the prior approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such point in time.
- (2) 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.
- (3) 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.
- (4) In case the L-1 Applicant under (a) above is denied the security clearance, for whatsoever reasons, then the applicants emerging as L-2, L-3 eligible Bidders (in that order) may be given a counter-offer (one by one sequentially) to match the bid of L-1 applicant/preferred Bidder. In the event of acceptance of the counter-offer by another eligible Bidder, the project may be awarded to such Bidder. In case no applicant matches the bid of the L-1 applicant, the bid process shall be annulled and fresh bids invited.
- 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<sup>1</sup> on the bid submission date. The Bidder, including any Joint Venture Member, shall be deemed to be a non-performing party if it attracts any or more of the following conditions in any of its ongoing or completed project:
- (i) Fails to set up institutional mechanism and procedure as per Contract.
  - (ii) Fails to mobilize key construction equipment within a period of 4 months from the appointed date;
  - (iii) Fails to complete or has missed any milestone and progress not commensurate

<sup>1</sup> Sub- clauses (i) to (xi) under this Clause would be applicable only when the Contractor attracts these defaults on the bid submission date. The day the Contractor cures the said defaults and becomes compliant, he would be eligible to participate in bids received after such date.

- 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 of Force Majeure;
- (iv) 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;
  - (v) Fails to achieve 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;
  - (vi) 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.
  - (vii) 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;
  - (viii) Fails to fulfil its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this regards;
  - (ix) Damages/penalties recommended by Independent/ Authority's Engineer during O&M Period and remedial works are still not taken up;
  - (x) Fails to complete Punch List items even after lapse of time for completion of such items excluding delays attributable to the Authority;
  - (xi) Occurrence of minor failure of structures/highway due to construction defect wherein no causalities are reported (causalities include injuries to human being/ animals);
  - (xii) Occurrence of major failure of structures/highway due to construction defect wherein no casualties are reported (causalities include injuries to human being/ animals);
  - (xiii) 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;
  - (xiv) Fails to make premium payments excluding the current instalment in one or more projects;
  - (xv) 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);
  - (xvi) Fails to submit the Performance Security within the permissible time period in more than one project;
  - (xvii) Rated as an unsatisfactory performing entity/ non-performing entity by an

independent third party agency and so notified on the website of the Authority.

- (xviii) 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.
- (xix) Expelled from the contract or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such Bidder, including individual or any of its Joint Venture Member; Provided that any such decision of expulsion or termination of contract leading to 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.
- (xx) 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 (Ref Clause 10.3 (iv) of Draft EPC Agreement).

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 Entities of countries which have been identified by Ministry of Road Transport & Highways as not allowing Indian companies to participate in their Government procurement for any item related to Ministry of Road Transport & Highways shall not be allowed to participate in Government procurement in India for all items related to Ministry of Road Transport & Highways, except for the list of items published by the Ministry of Road Transport & Highways permitting their participation.



## 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. The term Bidder used herein would apply to both a single entity and a Joint Venture. However, in case the estimated cost of the project for which bid is invited is upto Rs. 100 Crore, then Joint Venture shall not be allowed.
- (b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.1.11 above.
- (c) A Bidder shall not have a conflict of interest (**“Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for 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 shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **“Subject Person”**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
  - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
  - (iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or

- (iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
  - (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 others' 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.
- (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).
  - 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 judicial 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 one or more juridical person: has ownership of 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.
- iv. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- v. The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.2.1(d)(ii) above.

**Certificate regarding Compliance:**

A certificate on the letterhead of the Bidder shall be required to be submitted by the bidders certifying the following:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no F.No. 6/18/2019-PPD dated 23 July 2020. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered."

It may be noted that 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.

**Validity of Registration:**

In respect of RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.

## 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 =  $(A * N * 2.5 - B + C)$ , Where

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

A = Maximum value of activities relating to Telecom/ICT Products and/or Services excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note-3 below) taking into account the completed as well as works in progress. The **EPC projects** include turnkey project/ Item rate contract/ Construction works.

B = Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which the bidder has emerged as the winner of the bids 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 bidder has emerged as the winner of the bids but LOA has not been issued as on the day before opening the financial bids shall also be considered while calculating value of B.

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

**Note:**

1. The Statement showing the value of all existing commitments, works for which the contractor has emerged as the winner of the bid as given by bidder and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire/Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.

2. The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects.

3. The factor for the year for updation to the price level is indicated as under:

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

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**

- (i) Satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated/ approved subcontractor, provided further that all other qualification criteria are satisfied) similar works during five seven years ending last day of month previous to the one in which bids are invited, either of the following:
- three similar completed works costing not less than amount equal to 40% each of Estimated Project Cost.
  - two similar completed works costing not less than amount equal to 60% each of Estimated Project Cost.
  - one similar completed work costing not less than amount equals to **100%** each of Estimated Project Cost.

(The similar work constitutes experience in providing and laying of OFC Network for Telecom)

**2.2.2.3 Financial Capacity:**

- (i) The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of **Rs. 52.50 Crore (Rupees Fifty Two Crore and Fifty Lakh Only)** at the close of the preceding financial year.
- (ii) The Bidder shall have a minimum Average Annual Turnover from activities relating to Telecom/ICT Products and/or Services (updated to the price level of the year based on factors indicated in table below) of **Rs. 131.26 Crore (Rupees One Hundred Thirty One Crore and Twenty Six Lakh Only)** for the last 5 (five) financial years.

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

**2.2.2.4 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 as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3 and each of other JV members shall meet at least 40% requirement of Bid Capacity and Financial Capacity individually 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 fulfill the 100% requirement.

**2.2.2.5 Submission in support of Technical Capacity**

- The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.
- The Bidder must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.
- 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.****2.2.2.6 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.

**2.2.2.7 The Bidder shall enclose with its Technical Bid, to be uploaded on e – tendering, submitted as per the format at Appendix-IA, complete with its Annexes, the following:**

- (i) 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 2.2.2.7 (i). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

**2.2.2.8 Deleted.****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 of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.3 shall also apply *mutatis mutandis* to BIDs and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any BID, document or any information provided along therewith.

**2.4 Cost of Bidding**

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

**2.5 Site visit and verification of information**

2.5.1 Bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, 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 familiarise themselves with the Project with in 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 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Contractor;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

**2.6 Verification and Disqualification**

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

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
- 2.6.4 Agreement or after its execution and during the period of defect liability subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, 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 hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

**Part –I****Invitation for BIDs**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of BIDs
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-BID Conference
- Section 6. Miscellaneous

**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
- IX. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

**Part –II**

Agreement Document with schedules

**Part – III**

Feasibility Report / Detailed Project Report provided by the authority

- 2.7.2 The draft Agreement and the Feasibility / Detailed Project 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 Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the BID Due Date. 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 clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.9 Amendment of RFP**

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

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

### **2.10 Format and Signing of BID**

- 2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those BIDs that are received online in the required formats and have been applied on e-tender and complete in all respects and Bid Security, POA for signing the Bid, POA for lead member of JV, if any, JBA for JV, if any, Integrity Pact, and experience certificates apostile at foreign origin complete etc. are received in hard copies. Bidder failing to submit the original documents required as per above shall be unconditionally debarred from bidding in NHAI/NHLML projects for a period of 5 years.
- 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 on CPPP Portal i.e. NHAI's e-Tendering 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 then apply for the RFP on the CPPP Portal i.e. NHAI's e-tendering portal <https://etenders.gov.in> by submitting the documents mentioned below along with the supporting documents which shall comprise of the Technical BID on the CPPP Portal i.e. NHAI's e-tendering portal:

**Technical Bid**

- (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 the format at Appendix-III;
- (c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
- (d) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-V;
- (e) Deleted
- (f) BID Security of Rs. 1.31 Crore (Rupees One Crore and Thirty One Lakh only) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well);
- (g) Proof of Online payment towards the cost of Bid document of Rs. 20,000/- (Rupees Twenty Thousand only) through SFMS Gateway to NHLML;
- (h) Deleted;
- (i) Bidder shall comply with the provisions of NHAI/Policy Guidelines/Vigilance/2020 Policy Circular No. 5. 8 dated 29th December 2020 issued by NHAI and its subsequent amendments if any, issued by NHAI/MoRT&H (Appendix-VI) regarding Integrity Pact (IP) and the Integrity Pact (IP) duly signed by Authorised signatory shall be submitted by the Bidder with the RFP Bid & shall be part of the Contract Agreement;
- (j) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by NHAI and amendments uploaded, if any;
- (k) Annexure-VIII of Appendix – IA showing details of all ongoing project works (Ref Clause 10.3 (iv) of Document for EPC Agreement);
- (l) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
- (m) Copies of duly audited complete annual accounts of the Bidder or of each member (in case of Joint Venture) for preceding 5 years;
- (n) Copy of original of experience certificates apostille at foreign origin;
- (o) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-IX shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement;
- (p) Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020, if applicable (to be submitted by the “Bidder from a country which shares a land border with India”); and

**Financial Bid**

- (q) Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through e-procurement portal on or before 1100 hrs IST on 30.03.2022.

**Self-Certification**

Self- certification by the Bidder that its Bid 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 do not submit the aforesaid Certification, the bidder will be summarily treated as ‘Non Local Supplier’.

In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local supplier'/'Class - II Local supplier' shall have to 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 upon Construction of the Project.

**2.11.2 The Bidder shall submit the following documents physically:**

- (a) Appendix-IA (Letter comprising the Technical Bid);
- (b) Annex – V of Appendix IA (Statement of Legal Capacity);
- (c) Original Power of Attorney for signing the BID as per format at Appendix-III;
- (d) if applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
- (e) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-V;
- (f) BID Security of Rs. 1.31 Crore (Rupees One Crore and Thirty One Lakh only) in the form of Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank;
- (g) Deleted;
- (h) Deleted;
- (i) Bidder shall comply with the provisions of NHAI/Policy Guidelines/Vigilance/2020 Policy Circular No. 5. 8 dated 29th December 2020 issued by NHAI and its subsequent amendments if any, issued by NHAI/MoRT&H (Appendix-VI) regarding Integrity Pact (IP) and the Integrity Pact (IP) duly signed by Authorised signatory shall be submitted by the Bidder with the RFP Bid & shall be part of the Contract Agreement; and
- (j) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by NHAI and amendments uploaded, if any
- (k) Copy of experience certificates apostille at foreign origin, if any
- (l) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-IX shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement; and
- (m) Proof of Registration with the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the "Bidder from a country which shares a land border with India").

2.11.3 The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "BID for the Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).

2.11.4 The envelope shall be addressed to one of the following officer and shall be submitted at the respective address:

ATTN. OF:	Sh. Ravinder
DESIGNATION	Chief Operating Officer
ADDRESS:	National Highways Logistics Management Limited, G– 5&6, Sector-10, Dwarka, New Delhi-110075

2.11.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement of the contents of the envelope 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

Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement CPPP Portal <https://etenders.gov.in> on or before 1100 hrs. IST on 30.03.2022. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before 1100 hours IST on 30.03.2022 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.

## 2.13 Late BIDs

E-procurement portal CPPP website <https://etenders.gov.in> shall not allow submission of any Bid after the prescribed date and time at clause 2.12.

## 2.14 Procedure for e-tendering

### 2.14.1 Accessing/ Purchasing of BID documents

2.14.1.1 It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or Organization) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering of NHAI.

DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP or person executing/delegating such Appendix III in favour of Authorized Signatory. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC. In other cases, the bid shall be considered Non-responsive.

2.14.1.2 To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Joint Venture with e-procurement portal <https://etenders.gov.in> to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

(a) Registration with e-procurement portal should be valid at least up to the date of submission of BID.

(b) BIDs can be submitted only during the validity of registration.

It is also mandatory for the Bidders to get their firms registered with e-tendering portal. The Bidders shall update their project and other details on the portal on a regular basis and apply to the tenders via the portal.

2.14.1.3 If the firm / Joint Venture is already registered with e-tendering service provider, and validity of registration is not expired, then the firm / Joint Venture is not required a fresh registration.

- 2.14.1.4 The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal <https://etenders.gov.in> from 04.02.2022 to 30.03.2022 (upto 1100 Hrs. IST).
- 2.14.1.5 Deleted
- 2.14.2 Preparation & Submission of BIDs:
- 2.14.2.1 The Bidder may submit his Bid online following the instructions appearing on the screen. The detailed guidelines for e-procurement 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 RAR format such that file size is not more than 30 MB) and uploaded during the on-line submission of BID on e-procurement.
- 2.14.2.3 Bid must be submitted online only through e-procurement portal <https://etenders.gov.in> using the digital signature of authorized representative of the Bidder on or before 30.03.2022 (upto 1100 hours IST).
- 2.14.3 Modifications/ Substitution/ withdrawal of BIDs
- 2.14.3.1 The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- 2.14.3.2 For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again.

## 2.15 Online Opening of BIDs.

- 2.15.1 Opening of BIDs will be done through online process.
- 2.15.2 The NHLML shall on-line open Technical BIDs on 31.03.2022 at 1130 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. The NHLML will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.

## 2.16 Rejection of BIDs

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



**2.17 Validity of BIDs**

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

**2.18 Confidentiality**

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

**2.19 Correspondence with the Bidder**

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

**D. BID SECURITY****2.20 BID Security**

2.20.1 The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 herein above in the form of a bank guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the “Bank Guarantee”) and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. This Bank Guarantee shall be transmitted through SFMS Gateway to NHAI’s Bank. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender.

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

2.20.3 The Selected Bidder’s BID Security will be returned, without any interest, upon the Bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.

2.20.4 The Authority shall be entitled to forfeit and appropriate the BID Security as

Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind on BID Security shall be given to any Bidder.

2.20.5 The BID Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:

- (a) Deleted
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (c) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (d) In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority –
  - (i) to sign and return the duplicate copy of LOA;
  - (ii) to furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21; or
  - (iii) to sign the Agreement;

## **2.21 Performance Security**

2.21.1 Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Appendix-VII (the “Performance Security”) for an amount equal to 3% (three percent) of its Bid Price. Generally Additional Performance Security will not be taken for abnormally low bids (except in some exceptional cases). The requirement of Additional Performance Security shall be at the discretion of the Authority and shall be decided after opening of the Financial Bids. As decided by the Authority, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the “Additional Performance Security”) for an amount calculated as under:

- (i) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the estimated Project Cost, then the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.
- (ii) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.
- (iii) This Additional Performance Security shall be treated as part of the

Provided that amount of Additional Performance Security shall not exceed the amount of Performance Security.

- 2.21.2 The Performance Security shall be valid until 60(sixty) days after the Defects Liability Period. The Additional Performance Security shall be valid until 28 (twenty eight) days after Project Completion Date.
  - 2.21.3 The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 30 (thirty) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of the agreement.
  - 2.21.4 In the event the Selected Bidder fails to provide the remaining Performance Security and Additional Performance Security, if any, as prescribed herein, it may seek extension of time for a further period upto 60 days by paying the Damages upfront along with the request letter seeking the extension. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected Bidder for each day until the Performance Security and Additional Performance Security, if any, is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security and the Additional Performance Security is provided.
  - 2.21.5 For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within the additional 60 days' time period, the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be encashed and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority.
- 2.22 The agreement will be executed within 10 days of receipt of 50% Performance Security and 50% of Additional Performance Security, if any, as per sub-clause 2.21 above.

### SECTION-3

## EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

### 3.1 Evaluation of Technical Bids

- 3.1.1 The Authority shall open the BIDs received online at 1130 hours IST on 31.03.2022, at the place specified in Clause 2.11.4 (i); and in the presence of the Bidders who choose to attend. The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
- 3.1.2 Technical Bids of those Bidders who have not submitted their Bid online, shall not be considered for opening and evaluation.
- 3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- 3.1.4 To facilitate evaluation of Technical BIDs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. The bids will be examined and evaluated in accordance with the provisions set out in this Section 3. The Authority will subsequently flag issues, if any with the data updated by the Bidders.
- 3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 3.1.6 Tests of responsiveness
- 3.1.6.1 As a first step towards evaluation of Technical BIDs, the Authority shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:
- (a) Technical BID is received online as per the format at Appendix-IA including Annexure I, II, III, IV, V, VI (Bid Capacity format) and Annexure VIII;
  - (b) Documents listed at clause 2.11.2 are received on CPPP as mentioned;
  - (c) Technical Bid is accompanied by the BID Security as specified in Clause 1.2.4 and 2.20;
  - (d) The Power of Attorney is uploaded on e-procurement portal as specified in Clauses 2.1.5;
  - (e) Technical Bid is accompanied by Power of Attorney for Lead Member of Joint Venture and the Joint Bidding Agreement as specified in Clause 2.1.6, if so required;
  - (f) Technical Bid contains all the information (complete in all respects);
  - (g) Technical Bid does not contain any condition or qualification; and
  - (h) Proof of Online payment of Copy of Bid document of Rs. 20,000/- (Rupees Twenty Thousand Only) in Authority's designated bank account is uploaded on e-

procurement;

- (i) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-IX shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement; and
- (j) Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the “Bidder from a country which shares a land border with India”)

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 After evaluation of Technical Bids, the Authority will publish a list of Technically Responsive Bidders whose financial bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

### 3.2 Opening and Evaluation of Financial Bids

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

### 3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6. The bidder shall be 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. 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.
- 3.3.2 In the event that two or more Bidders quote the same BID Price (the "**Tie BIDs**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.3.3 In the event that the Lowest Bidder is not selected for any reason except the reason mentioned in Clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh BIDs. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.
- 3.3.4 After selection, a Letter of Acceptance (the "**LOA**") shall be issued in the format set forth in Appendix-VIII, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
- 3.3.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security and Additional Performance Security (if any) within the period prescribed/extended by Authority and then execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- 3.3.6 Authority shall return Bid Security of all bidders except L-1 and L -2 within 7 working days from opening of financial Bid subject to provision of Clause 2.1.12 (4). The bid security of L-2 bidder shall be returned within 7 working days of issue of LOA. The Authority shall be responsible to return the Bid Security, as above, and the bidders shall not be required to ask for the same.

### **3.4 Contacts during BID Evaluation**

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

### **3.5 Correspondence with Bidder**

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

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

## SECTION-4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
  - (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



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**SECTION-5****PRE-BID CONFERENCE**

- 5.1 Pre-BID conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

**SECTION-6****MISCELLANEOUS**

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

**APPENDIX -IA**  
**LETTER COMPRISING THE TECHNICAL BID**  
*(Refer Clause 2.1.4, 2.11 and 3.1.6)*

Chief Operating Office,  
National Highways Logistics Management Limited,  
G-5 & 6, Sector-10, Dwarka,  
New Delhi-110075

Sub: BID for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).

Dear Sir,

With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and its the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last two years, we/ any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.6.4 of the RFP document; and
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of

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

Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/ We have studied all the Bidding Documents carefully and also surveyed the project. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
20. I/ We offer a BID Security of Rs. 1.31 Crore (Rupees One Crore and Thirty One Lakh only) to the Authority in accordance with the RFP Document.
21. The BID Security in the form of a Bank Guarantee is attached.
22. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the RFP, shall be submitted in separate files.
23. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.
24. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. {We, the Joint Venture agree and undertake to be jointly and severally liable for. all the obligations of the EPC Contractor under the Contract Agreement}.
27. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.
28. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorised signatory)

Place:

Name &amp; seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there

**APPENDIX - IB**  
**Letter comprising the Financial BID**  
(Refer Clauses 2.1.4, 2.11 and 3.1.6)

Dated:

Chief Operating Office,  
National Highways Logistics Management Limited,  
G-5 & 6, Sector-10, Dwarka,  
New Delhi-110075

Sub: BID for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).

Dear Sir,

With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

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

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)



Place:

Name & seal of Bidder/Lead Member:.....  
Class III DSC ID of Authorised Signatory:.....

**ANNEX-I**  
**Details of Bidder**

Appendix IA  
Annex-I

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
  - (f) Class III Digital Signature Certificate ID number
5. In case of a Joint Venture:
  - (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 2.1.11(f) 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* {Refer Clause 2.1.11(d)} <sup>\$</sup>	Share of work in the Project {Refer Clauses 2.1.11(a), (f) & (g)}
1.			
2.			
3.			

\* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.....contd

<sup>\$</sup> All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

Appendix IA

## Annex-I

(d) The following information shall also be provided w.r.t para 2.1.14 for each Member of the Joint Venture:

**Name of Applicant/ member of Joint Venture:**

Sl. 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 for the works of Expressways, National Highways, ISC and EI works, 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 Ministry of Road Transport & Highways or its implementing agencies for breach on our part.

(b) I/ We certify that we/ any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at Clause 2.1.14 of Instructions to Bidders in the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and furnished the complete details.

7(a) I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

(b) I/ We further certify that no investigation by any investigating agency in India or outside is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in current projects, as on bid due date is given below (attach extra sheets, if necessary) w.r.t. para 2.1.14.

Name of the Bidder /Member of JV: \_\_\_\_\_

Sr. No.	Categories of Non-Performer	Project 1	Project 2
(i)	Fails to set up institutional mechanism and procedure as per Contract.		
(ii)	Fails to mobilize key construction equipment within a period of 4 months from the appointed date		
(iii)	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 of Force Majeure;		
(iv)	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;		
(v)	Fails to achieve 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;		
(vi)	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.		
(vii)	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;		
(viii)	Fails to fulfil its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this regards;		
(ix)	Damages/penalties recommended by Independent/ Authority's Engineer during O&M Period and remedial works are still not taken up;		
(x)	Fails to complete Punch List items even after lapse of time for completion of such items excluding delays attributable to the Authority;		
(xi)	Occurrence of minor failure of structures/highway due to construction defect wherein no causalities are reported (causalities include injuries to human being/ animals);		
(xii)	Occurrence of major failure of structures/highway due to construction defect wherein no casualties are reported (causalities include injuries to human being/ animals);		
(xiii)	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;		
(xiv)	Fails to make premium payments excluding the current instalment in one or more projects;		
(xv)	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);		
(xvi)	Fails to submit the Performance Security within the permissible time period in more than one project;		
(xvii)	Rated as an unsatisfactory performing entity/ non-performing entity by an independent third party agency and so notified on the website of the Authority.		
(xviii)	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.		
(xix)	Expelled from the contract or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such Bidder, including individual or any of its Joint Venture Member; Provided that any such decision of expulsion or termination of contract leading to 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.		
(xx)	Fails to start the works or causes delay in maintenance & repair/overlay of the project.		

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 and that we/ any of the JV partners do not fall in any of the above categories of being a Non-Performing entity.

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

Appendix IA  
Annex-II

**ANNEX-II**  
**Technical Capacity of the Bidder**  
(Refer to Clauses 2.2.2.2 of the RFP)

Qualification criteria are satisfied (in the same name) of a similar nature during the last five years

Applicant type	Project Code*	Project Name	Name of the Employer	Description of work	Value of Contract (Rs. Crore) <sup>\$\$</sup>
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Bidder or Lead Member including other members of the Joint Venture	A				
	B				
	C				
	D				

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

<sup>\$\$</sup> For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees  $** (**)^2$  to a US Dollar.

<sup>2</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.

NOTE: In case of a Joint Venture, information in Annex-II and Annex-IV of Appendix-I shall be provided separately for other Members so as to establish that each such Member has 40 percent or more of the Threshold Technical Capacity. (Refer Clause 2.2.2.4).

Appendix IA  
Annex-III

ANNEX-III

**Financial Capacity of the Bidder**

(Refer to Clauses 2.2.2.3, 2.2.2.9(i), 2.2.2.8(iii) of the RFP)

(In Rs. crore<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	Annual Turnover										Average Annual Turnover (In Rs. crore <sup>\$</sup> )
	Year 1		Year 2		Year 3		Year 4		Year 5		
	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	
1	2	3	4	5	6	7	8	9	10	11	(2x3+4x5+6x7+8x9+10x11)/5
Single entity Bidder or Lead Member including other members of the Joint Venture		1.00		1.05		1.10		1.15		1.20	

**Name & address of Bidder's Bankers:**

<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 (f) 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.

Appendix IA

## Annex-IV

## ANNEX-IV

**Details of Eligible Projects***(Refer to Clauses 2.2.2.2 of the RFP)***Project Code:****Entity: Self/Members:**

<b>Item</b>	<b>Refer Instruction</b>	<b>Particulars of the Project</b>
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	6	
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:**

- The Project Codes would be a, b, c, d etc.
- A separate sheet should be filled for each Eligible Project.
- In case the Eligible Project relates to other Members, write "Member".
- If the Bidder is claiming experience as per Clauses 2.2.2.2(i) of the RFP, it should provide a certificate from its Statutory Auditor and client/ Engineer-in charge/ Independent Engineer/Authority's Engineer 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 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 joint venture.□

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

(Authorized Signatory)

Date:

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

□ 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 a sole firm. The payments indicated in the certificate should be restricted to the share of 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 partnership/ joint venture, this paragraph may be deleted.

Appendix -IA  
Annex-V

ANNEX-V  
**Statement of Legal Capacity**

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

Ref. Date:

To,

Chief Operating Office,  
National Highways Logistics Management Limited,  
G-5 & 6, Sector-10, Dwarka,  
New Delhi-110075

Sub: BID for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*

Appendix - IA

Annexure-VI

**Information required to evaluate the BID Capacity under clause 2.2.2.1:**To calculate the value of “A” and “C”

1. A table containing value of activities relating to Telecom/ICT Products and/or Services in respect of EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows (the amount of bonus received, if any, shall be indicated separately):

2.

Sl. No.	Year	Value of activities relating to Telecom/ICT Products and/or Services including bonus, if any (Rs. in Crores)	Amount of bonus (Rs. in Crores)	Net Value excluding bonus (Rs. in Crores)
1	2020-21/2020			
2	2019-20/2019			
3	2018-19/2018			
4	2017-18/2017			
5	2016-17/2016			

3. Maximum value of projects that have been undertaken during the F.Y. \_\_\_\_\_ out of the last 5 years and value excluding amount of bonus thereof is Rs. \_\_\_\_\_ Crores (Rupees \_\_\_\_\_). Further, value updated to the price level of the year indicated in Appendix is as follows:

Rs. \_\_\_\_\_ Crores x \_\_\_\_\_ (Updation Factor as per Appendix) = Rs. \_\_\_\_\_ Crores (Rupees \_\_\_\_\_)

4. Amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in Appendix):

Sl. No.	F.Y. / Calendar Year	Amount of Bonus (Rs. in Crores)	Updation Factor	Updated Amount of Bonus (Rs. in Crores)
1	2020-21/2020		1.00	
2	2019-20/2019		1.05	
3	2018-19/2018		1.10	
4	2017-18/2017		1.15	
5	2016-17/2016		1.20	
			Total (C)=	

.....  
 .....

Name of the Statutory Auditor's firm:  
 Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

.....  
 .....

Signature, name and designation of Authorised Signatory

For and on behalf of ..... (Name of the

Date:

Place:

**To calculate the value of “B”**

A table containing value of all the existing commitments and on-going works to be completed during the next 12 months is as follows:

Sl. No.	Name of Project/ Work	Percentage of participation of Bidder in the project	Dater of start / appointed date of project	Construction period as per Agreement/ LOA	Value of contract as per Agreement t /LOA <sup>β</sup>	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2020-21/2020 price level
					Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8= (6-7)	9	10(3x 8x #)

# Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
1	2020-21/2020	1.00
2	2019-20/2019	1.05
3	2018-19/2018	1.10
4	2017-18/2017	1.15
5	2016-17/2016	1.20

The Statement showing the value of all existing commitments, anticipated value of work to be completed in the period of construction of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects **or** Concessionaire / Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s.....individually / and other member M/s ..... and M/s ....., as on bid due date of this RFP.

<p>.....</p> <p>.....</p> <p>Signature, name and designation of Authorised Signatory</p> <p>For and on behalf of..... (Name of the Bidder)</p>
--

<p>.....</p> <p>.....</p> <p>Name of the Statutory Auditor's firm:</p> <p>Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)</p>
--

Date:

Place:

<sup>β</sup> 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.

APPENDIX-IA  
Annexure VII**Guidelines of the Department of Disinvestment**  
(Refer Clause 1.2.1)No. 6/4/2001-DD-II  
Government of India  
Department of DisinvestmentBlock 14, CGO Complex  
New Delhi.  
Dated 13<sup>th</sup> July, 2001.

## OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for Bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the Bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

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- (e) The disqualification criteria would come into effect immediately and would apply to all Bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The Bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India



Appendix - IA  
Annexure-VIII

**Details of ongoing works (Ref Clause 10.3 (iv) of Draft EPC Agreement)**

S. No.	Name of the work	Contract Price (INR Cr)	Appointed Date	Original Scheduled Completion Date	Likely Date of Completion	Reason for Delay <sup>#</sup>
1						
2						
3						
...						

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

<sup>#</sup>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)

B.G. No. Dated:

1. In consideration of you, National Highways Logistics Management Limited, having its office at G-5 & 6, Sector 10, Dwarka, New Delhi - 110075, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of ..... and having its registered office at ..... (and acting on behalf of its JV) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 1.31 Crore (Rupees One Crore and Thirty One Lakh only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 1.31 Crore (Rupees One Crore and Thirty One Lakh only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 1.31 Crore (Rupees One Crore and Thirty One Lakh only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before \*\*\* (indicate date falling 180 days after the BID Due Date).
14. This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHLML, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Logistics Management Limited
2.	Name of Bank	Canara Bank
3.	Account No.	8598201006150
4.	IFSC Code	CNRB0008598

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorised official.

(Signature of the Authorised Signatory)  
(Official-Seal)

## 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 Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) proposed or being developed by the National Highways Logistics Management Limited (the “Authority”) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/ or until the entering into of the EPC Contract with the Authority.

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

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

For .....

(Signature, name, designation and address)  
of person authorized by Board Resolution  
(in case of Firm/ Company)/ partner in case of  
Partnership firm

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/

Attested/ Authenticated\*

(\*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

*Notes:*

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

**APPENDIX-IV**  
**Format for Power of Attorney for Lead Member of Joint Venture**  
*(Refer Clause 2.1.6)*

Whereas the National Highways Logistics Management Limited (“the Authority”) has invited BIDs for the Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (the “Project”).

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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



For ..... (Signature)	For ..... (Signature)	For ..... (Signature)
..... (Name & Title)	..... (Name & Title)	..... (Name & Title)

(Executants)

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

Witnesses:

- 1.
- 2.

Notes:

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

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

**AMONGST**

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

**AND**

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

**AND**

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

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

**WHEREAS,**

(A) THE NATIONAL HIGHWAYS LOGISTICS MANAGEMENT LIMITED 100% owned SPV of NHAI, established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Proposal No. .... dated ..... (the “**RFP**”) for award of contract for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (the “**Project**”) through an EPC Contract.

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture

and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

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

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Joint Venture**

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

**3. Covenants**

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

**4. Role of the Parties**

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

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Contractor in terms of the EPC Contract for the Project;
- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}
- (c) Party of the Third Part shall be {the Member of the Joint Venture.}

## **5. Joint and Several Liability**

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

## **6. Share of work in the Project**

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

First Party:

Second Party:

{Third Party:}

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

## **7. Representation of the Parties**

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

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

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## 8. Termination

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

## 9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

For and on behalf of

LEAD MEMBER by:

SECOND PART

THIRD PART

(Signature)

(Signature)

(Signature)

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

(Address)

(Address)

(Address)

In the presence of:

1.....

**Notes:**

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

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

*(Refer clause 4.4)*

**Draft Integrity Pact Format applicable for works having value of Rs. 5 Cr and above**

(\_\_\_\_\_Division)

Tender No. \_\_\_\_\_

This Integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

**BETWEEN**

National Highways Logistics Management Limited 100% owned SPV of NHAI, a statutory body constituted under the National Highways Authority of India Act, 1988, which has been entrusted with the responsibility of development, maintenance and management of project, having its office at G-5 & 6, Sector-10, Dwarka, New Delhi, hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

**AND**

\_\_\_\_\_. hereinafter referred to as “The Bidder/ Contractor/ Concessionaire/ Consultant” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

**Preamble**

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for \_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas in order to achieve these goals, the Principal will appoint an independent external Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesseth as under:-

**Article-1-Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principle:-
  - (a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand take a promise for or accept for self or third person any material or immaterial benefit Which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude all known prejudiced persons from the process.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

**Article-2 Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)**

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals



and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any. Further details as mentioned in the 'Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). Further, all the payments made to the Indian Agent /Representative have to be Indian Rupees only.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.
- (h) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

### **Article 3 Disqualification from tender process and exclusion from future contracts**

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a maximum of 1 year.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material

doubts”.

- (4) The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant, however, the Bidder/ Contractor/ Concessionaire/ Consultant can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Article 4 Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant’s Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/Concessionaire/Consultant and/or demand and recover liquidated and all damages as per the provisions of the contract/Concession agreement against Termination.

#### **Article 5 Previous Transgression**

- (1) The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anticorruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the

tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

#### **Article 6 Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors**

- (1) The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaire/Consultant and Subcontractors.
- (3) The Principal will disqualify from the Tender process all Bidders who do not sign this Pact violate its provisions.

#### **Article 7 Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/Consultant(s)/ Sub-contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/Contractor/Concessionaire/Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/Contractor/Concessionaire/Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Article 8 Independent External Monitor (IEM)**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval from 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 representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, NHLML.
- (3) The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractors(s) with confidentiality. The Monitor has also signed 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, NHLML and recuse 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/Contractor/Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, NHLML within 8-10 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 Chairman, NHLML, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the Chairman, NHLML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

#### **Article 9 Pact Duration**

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded (In case of BOT projects). It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future dealings.

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 Chairman of NHLML.

#### **Article 10 Other Provisions**

- (1) This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a Joint Venture partner, this pact must be signed by all partners or members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issue 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 Integrity Pact shall prevail.
- (7) Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (8) The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this pact at the place and date first done mentioned in the presence of following witnesses:-

\_\_\_\_\_

(For & On behalf of the (Principal)

(For & On behalf of Bidder/Contractor/  
Concessionaire/Consultant

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Appendix-VII  
(See Clauses 2.21)

**FORM OF BANK GUARANTEE**  
**[Performance Security/ Additional Performance Security]**

To,

Chief Operating Officer  
National Highways Logistics Management Limited  
G-5&6, Sector 10, Dwarka  
New Delhi 110 075

WHEREAS \_\_\_\_\_ [name and address of Contractor]  
(hereafter called the “Contractor”) has undertaken, in pursuance of Letter of Acceptance (LOA)  
No. \_\_\_\_\_ Dated \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called  
the “Contract”).

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

AND WHEREAS we, ..... through our branch at ..... (the “Bank”)  
have agreed to furnish this Bank Guarantee (hereinafter called the “Guarantee”) by way of  
Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms  
as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of Chief Executive Office of National Highways Logistics Management Limited, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority

and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on \*\*\*\*\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf

of the Bank.

<sup>5</sup>Insert date atleast 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 2.21 of the RFP). The Contractors can submit the BG for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the BG in one go for the entire DLP.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.
12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
13. This guarantee shall also be operatable at our Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
14. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHLML, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Logistics Management Limited
2.	Name of Bank	Canara Bank
3.	Account No.	8598201006150
4.	IFSC Code	CNRB0008598

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)



Appendix-VIII  
(See Clauses 3.3.4)

**Format of LOA**

No. \_\_\_\_\_

**Government of India**  
**National Highways Logistics Management Limited**  
(\_\_\_\_\_Section)  
G – 5&6, sector- 10, Dwarka, New Delhi – 110075

Dated,

To,

{Name of selected Bidder}

**Subject: {project description}- Letter of Acceptance (LOA)-Reg.**

Reference: Your bid for the subject work dated .....

Sir,

This is to notify you that your Bid dated ..... for execution of the {project description}, at your quoted bid price amounting to Rs...../- {amount in words} has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.

2. You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in Clause 1.3 of the RFP.
3. You are also requested to furnish Performance Security for an amount of ..... {and Additional Performance Security for an amount of .....} ..... as per Clause 2.21 of the RFP within 30 (thirty) days of receipt of this Letter of Acceptance (LOA). In case of delay in submission of Performance Security and Additional Performance Security, if any, you may seek extension of time for a period not exceeding 60 (Sixty) days in accordance with Clause 2.21 of RFP.
4. In case of failure of submission of Performance Security, Additional Performance Security (if any) and Security against Damages (if any) within the additional 60 (Sixty) days time period, the award shall be deemed to be cancelled and Bid security shall be encashed by the Authority as per Clause 2.21 of the RFP.

Yours faithfully,

{authorized signatory}

“Accepted by

(Name of the Authorized person)

(Name of the sole bidder/lead partner of JV)

Seal of the bidder”

**Appendix-IX**  
**(To be on the letter head of the Bidder/ Each Member of the Joint Venture)**  
**Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General**  
**Financial Rules (GFRs)**

(Refer Clause 2.1.2)

To,

Chief Operating Officer  
National Highways Logistics Management Limited  
G-5&6, Sector 10, Dwarka,  
New Delhi - 110 075

Sub: BID for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).

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/We certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019- PPD dated 23rd July 2020 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 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.

**Subject: Providing and Laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).**

Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
<b>Amendments in RFP Clauses</b>			
1.	Notice Inviting Bid, RFP For	<b>Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)	<b>Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)
2.	Notice Inviting Bid, Table	<b>Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)	<b>Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)
3.	Notice Inviting Bid - Table	<b>Estimated Project Cost (In Rs. Cr.) - 131.26</b>	<b>Estimated Project Cost (In Rs. Cr.) – 112.43</b>
4.	Clause 1.1 : Background - Table	<b>Estimated Project Cost (In Rs. Cr.) - 131.26</b>	<b>Estimated Project Cost (In Rs. Cr.) – 112.43</b>
5.	Clause 1.1 – Background, Sub Clause 1.1.1 and Below Table	The National Highways Logistics Management Limited represented by its Chairman (the “Authority”) is engaged in the development of project and as part of this endeavour, the Authority has decided to undertake <b>Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (the “Project”) through an Engineering, Procurement and	The National Highways Logistics Management Limited represented by its Chairman (the “Authority”) is engaged in the development of project and as part of this endeavour, the Authority has decided to undertake <b>Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (the “Project”) through an Engineering, Procurement and Construction (the “EPC”)

Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
		<p>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 Information Memorandum of the Project at the CPPP website <a href="https://etenders.gov.in">https://etenders.gov.in</a>. Brief particulars of the Project are as follows:</p> <p><b>Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)</p>	<p>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 Information Memorandum of the Project at the CPPP website <a href="https://etenders.gov.in">https://etenders.gov.in</a>. Brief particulars of the Project are as follows:</p> <p><b>Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)</p>
6.	Clause 1.1 – Background, Sub Clause 1.1.2	<p>The selected Bidder (the “Contractor”) shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “EPC Contract”) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period. The scope of work will broadly include <b>Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) and maintenance of the Project during the Defect Liability Period, which shall be 5 Years.</p>	<p>The selected Bidder (the “Contractor”) shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “EPC Contract”) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period. The scope of work will broadly include <b>Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) and maintenance of the Project during the Defect Liability Period, which shall be 5 Years.</p>
7.	Clause – 1.2.9, Para	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	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 /

Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
		identification/ title: "Queries / Request for Additional Information: <b>RFP for Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi-Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (Project)".	Request for Additional Information: <b>RFP for Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (Project)".
8.	Clause 2.1.11 – Sub Clause (c)	Members of the Joint Venture shall nominate one member as the lead member (the “Lead Member”). Lead Member shall met at least 60% requirement of Bid Capacity, Technical and Financial Capacity, required as per Clause <b>2.2.2.1, 2.2.2.2(i) &amp; 2.2.2.3</b> . 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 40% requirement of Bid Capacity, and Financial Capacity required <b>as per Clause 2.2.2.1, 2.2.2.2(i) &amp; 2.2.2.3</b> and the JV as a whole shall cumulatively/collectively fulfil the 100% requirement	Members of the Joint Venture shall nominate one member as the lead member (the “Lead Member”). Lead Member shall meet at least 60% requirement of Bid Capacity and Financial Capacity, required as per Clause <b>2.2.2.1 &amp; 2.2.2.3</b> . 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 40% requirement of Bid Capacity, and Financial Capacity required <b>as per Clause 2.2.2.1 &amp; 2.2.2.3</b> and the JV as a whole shall cumulatively/collectively fulfil the 100% requirement
9.	Clause 2.1.14, Sub Clause (xx), Below Paragraph	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 ( <b>NHAI/ NHIDCL/State PWDs</b> ) 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 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 ( <b>NHAI/ NHIDCL/State PWDs</b> ), <b>State / Central government Supply, Installation, Commissioning, and Testing of Optical Fiber Cable</b> 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).
10.	Clause 2.2.2.1 – Bid Capacity, Point A	A = Maximum value of activities relating to <b>Telecom/ICT Products and/or Services</b> excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during thelast five years (updated to the price level of the year indicated in table at Note-3 below) taking into	A = Maximum value of activities relating to <b>Construction Work</b> excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note-3 below) taking into account the completed as well as

Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
		account the completed as well as works in progress. The EPC projects include turnkey project/ Item rate contract/ Construction works.	works in progress. The EPC projects include turnkey project/ Item rate contract/ Construction works.
11.	Clause 2.2.2.2 - Technical Capacity	<p>(i) Satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated/ approved subcontractor, provided further that all other qualification criteria are satisfied) similar works during <b>five seven years ending last day of month previous to the one in which bids are invited, either of the following:</b></p> <ul style="list-style-type: none"> <li>i. three similar completed works costing not less than amount equal to 40% each of Estimated Project Cost.</li> <li>ii. two similar completed works costing not less than amount equal to 60% each of Estimated Project Cost.</li> <li>iii. one similar completed work costing not less than amount equals to 100% each of Estimated Project Cost.</li> </ul> <p>(The similar work constitutes experience in providing and laying of OFC Network for Telecom)</p>	<p><b>(i) Satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated/ approved subcontractor, provided further that all other qualification criteria are satisfied) similar works during the past five Financial years preceding the Bid Due Date, either of the following:</b></p> <ul style="list-style-type: none"> <li>i. three similar completed works costing not less than amount equal to 40% each of Estimated Project Cost.</li> <li>ii. two similar completed works costing not less than amount equal to 60% each of Estimated Project Cost.</li> <li>iii. one similar completed work costing not less than amount equals to 100% each of Estimated Project Cost.</li> </ul> <p><b>(In case a part of large project is commissioned and completed works costing is not less than amount equal to 40% or 60% or 100% (as required for condition given in (i), (ii) and (iii) above) may also be qualified under above category)</b></p> <p><b>(The similar work constitutes experience in providing and laying of OFC Network for Telecom)</b></p>

Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
12.	Clause 2.2.2.3 Financial Capacity	<p><b>Financial Capacity</b></p> <p>(i) The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of <b>Rs. 52.50 Crore (Rupees Fifty Two Crore and Fifty Lakh Only)</b> at the close of the preceding financial year.</p> <p>(ii) The Bidder shall have a minimum Average Annual Turnover from activities relating to <b>Telecom/ICT Products and/or Services</b> (updated to the price level of the year based on factors indicated in table below) of <b>Rs. 131.26 Crore (Rupees One Hundred Thirty One Crore and Twenty Six Lakh Only)</b> for the last 5 (five) financial years.</p>	<p><b>Financial Capacity</b></p> <p>(i) The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of <b>Rs. 5.62 Crore (Rupees Five Crore and Sixty Two Lakh Only)</b> at the close of the preceding financial year.</p> <p>(ii) The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of <b>Rs. 16.86 Crore (Rupees Sixteen Crore and Eighty Six Lakh Only)</b> for the last 5 (five) financial years.</p>
13.	Clause 2.2.2.4	<p>In case of a Joint Venture: 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 as per Clause <b>2.2.2.1, 2.2.2.2(i) and 2.2.2.3</b> and each of other JV members shall meet at least 40% requirement of Bid Capacity and Financial Capacity individually <b>as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3</b>. 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 fulfill the 100% requirement.</p>	<p>In case of a Joint Venture: (ii) 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 and Financial Capacity as per <b>Clause 2.2.2.1 and 2.2.2.3</b> and each of other JV members shall meet at least 40% requirement of Bid Capacity and Financial Capacity individually <b>as per Clause 2.2.2.1 and 2.2.2.3</b>. 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.</p>
14.	Clause 2.11 : Documents comprising Technical and	<p>BID Security of <b>Rs. 1.31 Crore (Rupees One Crore and Thirty One Lakh only)</b> in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well)</p>	<p>BID Security of <b>Rs. 1.12 Crore (Rupees One Crore and Twelve Lakh only)</b> in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted</p>



Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article																																				
	Financial BID - Sub Clause (2.11.1), Point f		physically as well)																																				
15.	Clause 2.11 : Documents comprising Technical and Financial BID - Sub Clause (2.11.2), Point f	BID Security of <b>Rs. 1.31 Crore (Rupees One Crore and Thirty One Lakh only)</b> in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well)	BID Security of <b>Rs. 1.12 Crore (Rupees One Crore and Twelve Lakh only)</b> in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well)																																				
16.	Clause 2.11.3, Para	The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “BID for <b>the Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).	The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “BID for <b>Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).																																				
17.	Appendix – IA, Annexure – VI, Point No. 1 and Point No. 2	<div>A table containing value of activities relating to <b>Telecom/ICT Products and/or Services</b> in respect of EPC Projects (Turnkeyprojects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows (the amount of bonus received, if any, shall be indicated separately):<table><tr><th>Sl. No.</th><th>Year</th><th>Value of activities relating to <b>Telecom/ICT Products and/or Services</b> including bonus, if any (Rs. in Crores)</th></tr><tr><td>1</td><td>2020-21/2020</td><td></td></tr><tr><td>2</td><td>2019-20/2019</td><td></td></tr><tr><td>3</td><td>2018-19/2018</td><td></td></tr><tr><td>4</td><td>2017-18/2017</td><td></td></tr><tr><td>5</td><td>2016-17/2016</td><td></td></tr></table></div>	Sl. No.	Year	Value of activities relating to <b>Telecom/ICT Products and/or Services</b> including bonus, if any (Rs. in Crores)	1	2020-21/2020		2	2019-20/2019		3	2018-19/2018		4	2017-18/2017		5	2016-17/2016		<div>A table containing value of activities relating to <b>Construction Work</b> in respect of EPC Projects (Turnkeyprojects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows (the amount of bonus received, if any, shall be indicated separately):<table><tr><th>Sl. No.</th><th>Year</th><th>Value of activities relating to <b>Construction Work</b> including bonus, if any (Rs. in Crores)</th></tr><tr><td>1</td><td>2021-22/2021</td><td></td></tr><tr><td>2</td><td>2020-21/2020</td><td></td></tr><tr><td>3</td><td>2019-20/2019</td><td></td></tr><tr><td>4</td><td>2018-19/2018</td><td></td></tr><tr><td>5</td><td>2017-18/2017</td><td></td></tr></table></div>	Sl. No.	Year	Value of activities relating to <b>Construction Work</b> including bonus, if any (Rs. in Crores)	1	2021-22/2021		2	2020-21/2020		3	2019-20/2019		4	2018-19/2018		5	2017-18/2017	
Sl. No.	Year	Value of activities relating to <b>Telecom/ICT Products and/or Services</b> including bonus, if any (Rs. in Crores)																																					
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5	2017-18/2017																																						



Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
18.	Appendix – IA, Annexure – VI, Point No. 4	Amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in Appendix):  <b>(Table Given in Annexure 1)</b>	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):  <b>(Table Given in Annexure 1)</b>
19.	Appendix – IA, Annexure – VI, To calculate the value of “B”	To calculate the value of “B” A table containing value of all the existing commitments and on-going works to be completed during the next 12 months is as follows:  <b>(Table Given in Annexure 2)</b>	To calculate the value of “B” A table containing value of all the existing commitments and on-going works to be completed during the next 12 months is as follows:  <b>Table Given in Annexure 2)</b>
20.	Appendix – VI, Integrity Pact, Article 3, Para 2	If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. <b>The exclusion will be imposed for a maximum of 1 year.</b>	If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. <b>The exclusion will be imposed for a minimum period of 6 months and maximum period of 2 years.</b>
21.	APPENDIX : IA LETTER COMPRISING THE TECHNICAL BID – Sub.	BID for <b>Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)	BID for <b>Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)

Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
22.	APPENDIX : IA LETTER COMPRISING THE TECHNICAL BID – Point No. 20	I/ We offer a BID Security of <b>Rs. 1.31 Crore (Rupees One Crore and Thirty One Lakh only)</b> to the Authority in accordance with the RFP Document.	I/ We offer a BID Security of <b>Rs. 1.12 Crore (Rupees One Crore and Twelve Lakh only)</b> to the Authority in accordance with the RFP Document.
23.	APPENDIX : IB LETTER COMPRISING THE FINANCIAL BID – Sub.	BID for <b>Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)	BID for <b>Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).
24.	ANNEX : V, Statement of Legal Capacity – Sub.	BID for <b>Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)	BID for <b>Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)
25.	Appendix – IA, Annexure – VIII, Para below table	(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 <b>not less than Rs. 300 Crore.</b> )	(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 <b>was not less than Rs. 100 Crore.</b> )
26.	APPENDIX : II Bank Guarantee for BID Security – Point No. 1	In consideration of you, National Highways Logistics Management Limited, having its office at G-5 & 6, Sector 10, Dwarka, New Delhi - 110075, (hereinafter referred to as the “Authority”, which expression shall unless it be	In consideration of you, National Highways Logistics Management Limited, having its office at G-5 & 6, Sector 10, Dwarka, New Delhi - 110075, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to

Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
		<p>repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of ..... and having its registered office at ..... (and acting on behalf of its JV) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), <b>for the Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of <b>Rs. 1.31 Crore (Rupees One Crore and Thirty One Lakh only)</b> (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding</p>	<p>the subject or context thereof include its, successors and assigns) having agreed to receive the BID of ..... and having its registered office at ..... (and acting on behalf of its JV) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), <b>for Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of <b>Rs. 1.12 Crore (Rupees One Crore and Twelve Lakh only)</b> (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.</p>

Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
		Documents.	
27.	APPENDIX : II Bank Guarantee for BID Security – Point No. 3	We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding <b>Rs. 1.31 Crore (Rupees One Crore and Thirty One Lakh only).</b>	We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding <b>Rs. 1.12 Crore (Rupees One Crore and Twelve Lakh only).</b>
28.	APPENDIX : II Bank Guarantee for BID Security – Point No. 13	For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to <b>Rs. 1.31 Crore (Rupees One Crore and Thirty One Lakh only).</b> The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the BID Due Date).	For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to <b>Rs. 1.12 Crore (Rupees One Crore and Twelve Lakh only).</b> The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the BID Due Date).
29.	Appendix – III, Format for Power of Attorney for signing of BID, First Para	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	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

Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
		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 <b>for the Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) proposed or being developed by the National Highways Logistics Management Limited (the “Authority”) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.	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 <b>BID for Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) proposed or being developed by the National Highways Logistics Management Limited (the “Authority”) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.
30.	Appendix – IV, Format for Power of Attorney for Lead Member of Joint Venture, First Para	Whereas the National Highways Logistics Management Limited (“the Authority”) has invited BIDs <b>for the Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (the “Project”).	Whereas the National Highways Logistics Management Limited (“the Authority”) has invited BIDs <b>for Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (the “Project”).
31.	Appendix – V, Format for Joint	THE NATIONAL HIGHWAYS LOGISTICS MANAGEMENT LIMITED 100% owned SPV of NHAI,	THE NATIONAL HIGHWAYS LOGISTICS MANAGEMENT LIMITED 100% owned SPV of NHAI,

Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
	Bidding Agreement for Joint Venture, Point (A)	established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids”) by its Request for Proposal No. .... dated (the “RFP”) for award of contract <b>for Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (the “Project”) through an EPC Contract.	established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids”) by its Request for Proposal No. .... dated (the “RFP”) for award of contract <b>for Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) (the “Project”) through an EPC Contract.
32.	Appendix – IX, Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), Sub.	BID for <b>Providing the laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).	<b>BID for Providing and Laying of Optical Fiber Cable (OFC)</b> and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).
<b>Amendment in EPC Agreement</b>			
1.	Clause 3.1 – Obligations of the Authority, Sub Clause (iii)	The Authority shall, upon submission of the Performance Security as per the RFP by the Contractor, shall provide to the Contractor:  (a) 90% (ninety per cent) of the total length of the Project with <b>1.0 meter Right of Way</b> within a period of 30 (thirty) days from the date of this Agreement.	The Authority shall, upon submission of the Performance Security as per the RFP by the Contractor, shall provide to the Contractor:  (a) 90% (ninety per cent) of the total length of the Project with <b>1.2 meter Right of Way</b> within a period of 30 (thirty) days from the date of this Agreement.
2.	Clause 8.1 – The Site	The site of the Project (the “Site”) shall comprise the site described in Schedule-A in respect of which the Right of Way shall be provided by the Authority to the Contractor. The Authority shall be responsible for:	The site of the Project (the “Site”) shall comprise the site described in Schedule-A in respect of which the Right of Way shall be provided by the Authority to the Contractor. The Authority shall be responsible for:

Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
		<p>(a) <b>acquiring 1.0 metre ROW</b> for the Project as per schedule B and in accordance with the alignment finalised by the Authority, free from all encroachments and encumbrances, and free access thereto for the execution of this Agreement;</p> <p>(b) obtaining for environment clearance for the Highway Project.</p> <p>(c) procured forest clearance for and in respect land forming part of the Right of Way.</p>	<p>(a) <b>acquiring 1.2 metre ROW</b> for the Project as per schedule B and in accordance with the alignment finalised by the Authority, free from all encroachments and encumbrances, and free access thereto for the execution of this Agreement;</p> <p>(b) obtaining for environment clearance for the Highway Project.</p> <p>(c) procured forest clearance for and in respect land forming part of the Right of Way.</p>
3.	Clause 8.2 – Procurement of the Site, Sub Point (i)	<p>The Authority Representative, the Contractor and Authority’s Engineer shall, within 10 (ten) days of the date of this Agreement, inspect the Site and prepare a detailed memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, trees and any other immovable property on or attached to the Site (hereinafter referred to as the “Handover Memorandum”). Subject to the provisions of Clause 8.2 (iii), the Handover Memorandum shall have appended thereto an appendix (the “Appendix”) specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been given to the Contractor along with details of hindrances in the <b>Construction Zone</b>. For sake of clarity the Handover Memorandum shall clearly specify the parts of Site where work can be executed. Signing of the Handover Memorandum, in three counterparts (each of which shall constitute an original), by the authorized representatives of the Authority, Contractor and Authority’s Engineer shall be deemed to constitute a valid evidence of giving the Right of Way to the Contractor for discharging its obligations under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.</p>	<p>The Authority Representative, the Contractor and Authority’s Engineer shall, within 10 (ten) days of the date of this Agreement, inspect the Site and prepare a detailed memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, trees and any other immovable property on or attached to the Site (hereinafter referred to as the “Handover Memorandum”). Subject to the provisions of Clause 8.2 (iii), the Handover Memorandum shall have appended thereto an appendix (the “Appendix”) specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been given to the Contractor along with details of hindrances in the <b>OFC Utility Zone</b>. For sake of clarity the Handover Memorandum shall clearly specify the parts of Site where work can be executed. Signing of the Handover Memorandum, in three counterparts (each of which shall constitute an original), by the authorized representatives of the Authority, Contractor and Authority’s Engineer shall be deemed to constitute a valid evidence of giving the Right of Way to the Contractor for discharging its obligations under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.</p>
4.	Clause 8.3 – Damages for delay in handing over the Site	<p>(i) In the event the Right of Way to any part of the Site is not provided by the Authority on or before the date(s) specified in Clause 8.2 for any reason other than Force Majeure or breach of this Agreement by the Contractor, the</p>	<p>(i) In the event the Right of Way to any part of the Site is not provided by the Authority on or before the date(s) specified in Clause 8.2 for any reason other than Force Majeure or breach of this Agreement by the Contractor, the Authority shall pay</p>

Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
		<p>Authority shall pay Damages to the Contractor a sum calculated in accordance with the following formula for and in respect of those parts of the Site to which the Right of Way has not been provided:</p> <p>Where,</p> <p>C = the Contract Price;</p> <p>L = length of the Project in metres; and</p> <p>N = Completion period in days (Appointed Date to Scheduled Completion Date)</p> <p>In the event that any Damages are due and payable to the Contractor under the provisions of this Clause 8.3 (i) for delay in providing the Right of Way, the Contractor shall, subject to the provisions of Clause 10.4, be entitled to Time Extension equal to the period for which the Damages have become due and payable under this Clause 8.3 (i), save and except that:</p> <p>(a) if any delays involve time overlaps, the overlaps shall not be additive; and</p> <p>(b) such Time Extension shall be restricted only to the Works which are affected by the delay in providing the Right of Way.</p> <p>For the avoidance of doubt, the Parties expressly agree that the Damages specified hereunder and the Time Extension specified in Clause 10.4 shall be restricted only to failure of the Authority to provide the <b>1.0 metre wide Right of Way</b>.</p>	<p>Damages to the Contractor a sum calculated in accordance with the following formula for and in respect of those parts of the Site to which the Right of Way has not been provided:</p> <p>Where,</p> <p>C = the Contract Price;</p> <p>L = length of the Project in metres; and</p> <p>N = Completion period in days (Appointed Date to Scheduled Completion Date)</p> <p>In the event that any Damages are due and payable to the Contractor under the provisions of this Clause 8.3 (i) for delay in providing the Right of Way, the Contractor shall, subject to the provisions of Clause 10.4, be entitled to Time Extension equal to the period for which the Damages have become due and payable under this Clause 8.3 (i), save and except that:</p> <p>(a) if any delays involve time overlaps, the overlaps shall not be additive; and</p> <p>(b) such Time Extension shall be restricted only to the Works which are affected by the delay in providing the Right of Way.</p> <p>For the avoidance of doubt, the Parties expressly agree that the Damages specified hereunder and the Time Extension specified in Clause 10.4 shall be restricted only to failure of the Authority to provide the <b>1.2 metre wide Right of Way</b>.</p>
5.	Clause 9.4 – Development Period	The Contractor may commence pre-construction activities like utility shifting, any other activity assigned to the Contractor by the Authority to enable construction of the <b>Project Highway</b> immediately after signing of the	The Contractor may commence pre-construction activities like utility shifting, any other activity assigned to the Contractor by the Authority to enable construction of <b>the Project</b> immediately after signing of the Agreement, to the extent that



Sr. No.	Clause No.	Existing Clause/ Article	Modified Clause/ Article
		Agreement, to the extent that such work is ready for execution. The Parties agree that these works may be taken up and completed to the extent feasible by the Contractor, before declaration of the Appointed Date, but no claim against the Authority for delay shall survive during this period and that the undertaking of these works by the Contractor shall not count towards the Scheduled Construction Period of the project which starts counting only from the Appointed Date. No construction activity of the <b>Project Highway</b> shall be undertaken during the development period.	such work is ready for execution. The Parties agree that these works may be taken up and completed to the extent feasible by the Contractor, before declaration of the Appointed Date, but no claim against the Authority for delay shall survive during this period and that the undertaking of these works by the Contractor shall not count towards the Scheduled Construction Period of the project which starts counting only from the Appointed Date. No construction activity of the <b>Project</b> shall be undertaken during the development period.

**Annexure 1:**  
**(Existing Table)**

Sl. No.	F.Y. / Calendar Year	Amount of Bonus (Rs.in Crores)	UpdationFactor	Updated Amount of Bonus (Rs. in Crores)
1	2020-21/2020		1.00	
2	2019-20/2019		1.05	
3	2018-19/2018		1.10	
4	2017-18/2017		1.15	
5	2016-17/2016		1.20	
			Total (C)=	

(Modified Table)

Sl. No.	F.Y. / Calendar Year	Amount of Bonus (Rs.in Crores)	UpdationFactor	Updated Amount of Bonus (Rs. in Crores)
1	2021-22/2021		1.00	
2	2020-21/2020		1.05	
3	2019-20/2019		1.10	
4	2018-19/2018		1.15	
5	2017-18/2017		1.20	
			Total (C)=	

**Annexure 2:**

(Existing Table)

Sl. No.	Name of Project/ Work	Percentage of participation of Bidder in the project	Dater of start / appointed date of project	Construction period as per Agreement/ LOA	Value of 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 2020- 21/2020 price level
					Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8= (6-7)	9	10(3x 8x #)

# Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
1	2020-21/2020	1.00
2	2019-20/2019	1.05
3	2018-19/2018	1.10
4	2017-18/2017	1.15
5	2016-17/2016	1.20

(Modified Table)

Sl. No.	Name of Project/ Work	Percentage of participation of Bidder in the project	Dater of start / appointed date of project	Construction period as per Agreement/ LOA	Value of 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- 22/2021 price level
					Rs. inCrore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8= (6-7)	9	10(3x 8x #)

# Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
1	2021-22/2021	1.00
2	2020-21/2020	1.05
3	2019-20/2019	1.10
4	2018-19/2018	1.15
5	2017-18/2017	1.20