Notice Inviting Tender

Vol-I

For

Construction of Balance Work of Two Lane Road on NH Specifications
From Kaletwa to India-Myanmar Border (Zorinpui) from km 60.700 to km 109.200 in Chin State of Myanmar

Engineering Projects (India) Limited

(A Government of India Enterprise)
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<td>Details of Eligible Project</td>
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<td>Statement of Legal capacity</td>
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<td>Format for Power of Attorney for signing of BID</td>
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<td>Integrity Pact</td>
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Notice Inviting Tender

Engineering Projects (India) Limited
(A Govt. of India Enterprise)

NIT No: DLI/CON/776/652 30.05.2019

Tender for Construction of Balance work of Two Lane Road on NH Specifications From Kaletwa to India-Myanmar Border (Zorinpui) from km 60.700 to km 109.200 in Chin State of Myanmar

Government of India and Government of Myanmar had signed a Framework Agreement to develop the Kaladan Multi Modal Transit Project in Myanmar territory through India's grant assistance to Myanmar.

Construction of Two Lane Road on NH Specifications from Paletwa to Zorinpui at India-Myanmar Border in Chin State of Myanmar having length of approx. 109.2 km, which is a part of Kaladan Multi Modal Transit Project. Ministry of External Affairs (Govt. of India) is nodal agency for implementation of this project. MEA, Nodal Agency has appointed Ircon Infrastructure & Services Ltd., C-4, District Centre, Saket, New Delhi - 110017 as "Authority Engineer".

Ministry of External Affairs (Govt. of India), has selected EPI-C&C JV (Participation Interest is 40:60 respectively), contractor for Engineering, Procurement, and Construction ("EPC") through its Request for Proposal No. IrconISL/1021/Tender/74/MEA-Kaladan-Road dated 24.02.2016 and signed a Contract agreement with EPI-C&C JV on 31st March 2017.

EPI, (The Employer) invites bids for balance work of 109.200 KM of its own part from the eligible contractors for the work as per data sheet attached herewith.

The complete BID documents can be viewed / downloaded and participated in tender from https://www.mstcecommerce.com/eprochome/epil only also bidders can viewed the tender from CPP Portal & EPI website. Offline submission to EPI Delhi office from Myanmar based bidders is allowed. The envelope shall be addressed to the ED (Contracts) and shall be submitted to the tender box provided at GF of Engineering Projects (India) Ltd. Core-3, SCOPE complex, Lodhi Road, New Delhi-110003

The financial bids shall be opened as per schedule of bidding in data sheet. For any amendments/ addendum and corrigendum please visit https://www.mstcecommerce.com/eprochome/epil

CPP Portal & EPI website.

Tender fee, EMD (In original) and Power of Attorney, All Annexures as per applicable, MSME/NSIC certificate as per Clause No. 2.11.2 (g) if bidder is claiming EMD/Tender fee exemption (Both for technical and financial bid in separate envelope) must be submitted in physical form at the address given below on or before last date and time of online bid submission. If the above documents are not received in time then there offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

ED, Contracts
Contracts Division
Engineering Projects (India) Limited
Core-3, SCOPE Complex
Lodhi Road
New Delhi - 110003.
011-24368273
<table>
<thead>
<tr>
<th>S.no</th>
<th>Description</th>
<th>Details</th>
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<tr>
<td>1.</td>
<td>Name of work</td>
<td>Construction of balance work of Two Lane Road on NH Specifications from Kaletwa to Indian Myanmar Border (Zorinpui) from Km 60.700 to km 109.200 in Chin State of Myanmar.</td>
</tr>
<tr>
<td>2.</td>
<td>Estimated Cost</td>
<td>367.67 Cr</td>
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<td>3.</td>
<td>Completion period</td>
<td>24 Months</td>
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<tr>
<td>4.</td>
<td>Date of publication of e-Tender through publication in MSTC website, Central Public Procurement Portal and EPI portal.</td>
<td>30.05.2019</td>
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<tr>
<td>5.</td>
<td>Start Date of downloading of tender documents</td>
<td>30.05.2019</td>
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<tr>
<td>6.</td>
<td>Last date of receipt of Queries online.</td>
<td>08.06.2019 upto 17.00 hr</td>
</tr>
<tr>
<td>7.</td>
<td>Pre-Bid meeting date, time and venue</td>
<td>10.06.2019, 14.00 hr at EPI, CO, New Delhi.</td>
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<tr>
<td>8.</td>
<td>Publication of minutes of pre bid meeting</td>
<td>14.06.2019</td>
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<td>9.</td>
<td>Last Date &amp; Time for Downloading of tender documents on:</td>
<td>18.06.2019 upto 17.00 hr</td>
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<td>10.</td>
<td>Last Date &amp; Time of online submission of Tenders on</td>
<td>19.06.2019 upto 14.00 hr</td>
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<td>11.</td>
<td>Date &amp; Time of online opening of tender (Technical Bid)</td>
<td>19.06.2019 upto 14.30 hr</td>
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<td>12.</td>
<td>Details of Earnest Money deposit</td>
<td>3.77 Cr</td>
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<td>13.</td>
<td>Tender processing charges</td>
<td>0.05% of estimated cost+ GST (Min = Rs. 1000 and Max. = Rs. 15000)</td>
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DISCLAIMER

The information contained in this TENDER 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 or EPI, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This tender is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors or EPI to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. 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 Tender and obtain independent advice from appropriate sources.

Information provided in this Tender 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 / EPI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, EPI, then 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 Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way for participation in this BID Stage.

The Authority, EPI 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 TENDER. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

The issue of this Tender does not imply that the Authority, EPI is bound to select a Bidder or to appoint the Selected Bidder, 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, EPI site visits, investigations, studies or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.
GLOSSARY

Agreement As defined in Clause 1.1.5
Authority As defined in Clause 1.1.1
Bank Guarantee As defined in Clause 2.20.1
BID(s) As defined in Clause 1.2.2
Bidders As defined in Clause 1.2.2
Bidding Documents As defined in Clause 1.1.7
Bid Due Date As defined in Clause 1.1.7
Bidding Process As defined in Clause 1.2.1
Bid Security As defined in Clause 1.2.4
Bid Price or BID As defined in Clause 1.2.6
Contractor As defined in Clause 1.1.2
Conflict of Interest As defined in Clause 2.2.1
EPC As defined in Clause 1.1.1
EPC Contract As defined in Clause 1.1.2
Estimated Project Cost As defined in Clause 1.1.4
Feasibility Report As defined in Clause 1.2.3
Government Government of India/Myanmar
Joint Venture As defined in Clause 2.2.1
Lowest Bidder As defined in Clause 1.2.6
LOA As defined in Clause 3.3.4
Project As defined in Clause 1.1.1
Re. or Rs. or INR Indian Rupee
TENDER or Request for Proposals As defined in the Disclaimer
Employer As defined in Clause 1.1.1
Work As defined in Clause 1.1.1
Sub-Contractor As defined in Clause 1.1.2

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.
Notice Inviting Tender

Engineering Projects (India) Limited
(Govt. of India Enterprises)

SECTION -1
INTRODUCTION

1.1 Background

1.1.1. Government of India and Government of Myanmar had signed a Framework Agreement to develop the Kaladan Multi Modal Transit Project in Myanmar territory through India's grant assistance to Myanmar. Ministry of External Affairs, Govt. of India, (The Authority) is nodal agency for implementation of this project, and as part of this endeavor, the Nodal Agency has decided to undertake Construction of Two Lane Road on NH Specifications from Paletwa to Zorinpui at India-Myanmar Border in Chin State of Myanmar having length of approx. 109.2 km (the "Project") through an Engineering, Procurement and Construction (the “EPC”) Contract.

Ministry of External Affairs (Govt. of India), is selected EPI-C&C JV (Participation Interest is 40:60 respectively), as an Engineering, Procurement, and Construction (“EPC”) agency through its Request for Proposal No. IrconISL/1021/Tender/74/MEA-Kaladan-Road dated 24.02.2016 and signed a Contract agreement with EPI-C&C JV on 31st March 2017.

EPI, (Employer) invites bids for its own part from the eligible contractor for the following work :

<table>
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<tr>
<th>Country</th>
<th>Name of work</th>
<th>Estimated Cost (Rs. In Crore)</th>
<th>Completion period</th>
<th>EMD ( in INR)</th>
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<tbody>
<tr>
<td>Myanmar</td>
<td>Construction of Balance work of Two Lane Road on NH Specifications From Kaletwa to Indian Myanmar Border (Zorinpui) from KM 60.700 to KM 109.200 in Chin State of Myanmar</td>
<td>367.67</td>
<td>24 Months</td>
<td>3.77 Cr.</td>
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Bidder submit their bid price inclusive of all taxes, duties excluding GST (refer clause 19.1.2 of VOL-II)

1.1.2 The selected Bidder (the “Sub-Contractor”) shall be responsible for construction of the balance work of 109.200 km road under and in accordance with the provisions of a contract to be entered into between the Sub-Contractor and the Employer in the form provided by the Employer as part of the Bidding Documents pursuant hereto. The Sub-Contractor shall also be responsible for the maintenance of the project during construction and fulfill all obligations during the Defect Liability Period, which shall be as per clause 1.1.3.

1.1.3 The scope of work will broadly include Construction of Balance work of Two Lane Road on NH Specification From Kaletwa to Indian Myanmar Border (Zorinpui) from Km 60.700 to Km 109.200 in Chin State of Myanmar with construction of new pavement, road intersections, bridges, drains, protection works, Traffic signs, marking and road appurtenances, other works etc and maintenance of project during construction and fulfill all obligations during the Defect Liability Period, which shall be 2(two) years for Road works and 5 years for Structure works. (i.e. the Roads works and structure works complete from KM 70.700 to KM 109.20) And With construction of all activities above the GSB top
for road work from KM 60+700 to KM 70+700 like construction of Wet mix Macadam, Bituminous Course, Traffic Signs, Markings and road appurtenances, line surface drain & Chute drain, stone pitching, filter material underneath stone pitching, Metal beam crush barrier & MS hand railing, bus way & Passenger shelter at bush way, over head sign etc
1.1.4 Indicative estimated cost of the Project (the “Estimated Project Cost”) has been specified in the clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The Agreement sets forth the detailed terms and conditions for award of the project to the Sub-Contractor, including the scope of the Sub-Contractor's services and obligations.

1.1.6 The statements and explanations contained in this Tender are intended to provide a better understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Sub-Contractor set forth in the Agreement or the Employer’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this Tender or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Tender 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 Employer.

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

1.2 Brief description of Bidding Process

1.2.1 The Employer 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 Tender. (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 Tender.

GOI has issued guidelines (see Annexure VII of Appendix-1A of Tender) 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 Employer shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA.

1.2.2 Interested bidders are being called upon to submit their BID in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of BIDs (the “BID Due Date”).

1.2.3 The complete Bidding Documents including the draft Agreement for the work
is enclosed for the Bidders. The Feasibility Report / Detailed Project Report prepared by the Nodal Agency/ consultants of the Nodal Agency (the "Feasibility Report/Detailed Project Report") is also enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this TENDER Document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to deposit, along with its BID, a BID Security of Rs. 3.77Cr. ("The BID Security"), refundable not later than 150 (One hundred and fifty) days from the BIDS Due Date, except in the case of Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidder will have an option to provide Bid Security in the form of Bank Guarantee acceptable to the Employer, and in such event, the amount of bank guarantee shall be Rs. 3.77Cr. and the validity of the bank guarantee shall not be 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 Employer and the Bidder from time to time. The BID shall be summarily rejected if it is not accompanied by the BID Security.

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 implementation of the work.

1.2.6 BIDs will be evaluated for the work on the basis of the lowest cost required by a Bidder for implementing the work (the "BID Price"). The total time allowed for completion of construction under the Agreement (the "Construction Period") 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 Tender, 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, 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 Tender.
Notice Inviting Tender

1.2.9 Any queries or request for additional information concerning this Tender shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with identification/title: "Queries / Request for Additional Information: TENDER for Construction of Balance work of Two Lane Road on NH Specifications From Kaletwa to Indian Myanmar Border (Zorinpui) from km 60.700 to km 109.200 in Chin State of Myanmar to be executed on EPC mode Project".

1.2.10 Bidders are advised to submit their respective BIDs after visiting the Project site. Cost pertaining to site visit shall be borne by respective bidder.

1.3 Schedule of Bidding Process: Deleted.
SECTION-2

INSTRUCTIONS TO BIDDERS

GENERAL

2.1 General term of Bidders

2.1.1 No Bidder shall submit more than one BID for the Project. A bidder bidding individually or a member of joint venture shall not be entitled to submit another bid individually or as a member of joint venture, as the case may be.

2.1.2 Only Indian/Myanmar bidders are permitted as sole bidder, however in case of Joint Venture (JV) the JV is allowed in following manner:
   i.e. Indian – Myanmar JV
   Myanmar – Indian JV
   Indian – Indian JV
   Myanmar – Myanmar JV

2.1.3 The Feasibility Report / Detailed Project Report of the work 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 Employer shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report/Detailed Project Report.

2.1.4 Notwithstanding anything to the contrary contained in this tender, 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.

2.1.5 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 authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.6 The bidder shall deposit BID Security of Rs. 3.77Cr (Rupees Three Crore Seventy Seven lacs only) in accordance with the provision of this NIT. The Bidder has to provide the Bid security in the form of Bank Guarantee acceptable to the Employer, as per format at Annexure –II. The Bidder shall also submit cost of tender document of Rs 1,00,000/- (Rupees One Lacs only) (Plus 18% GST) in the form of demand draft drawn in favour of Pay and ‘Engineering projects India Limited” payable at New Delhi
2.1.7 The validity period of the Bank Guarantee, shall not be less than 180 (one hundred and eighty) days from the original BID Due Date, inclusive of a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The BID shall be summarily rejected if it is not accompanied by the BID Security. The BID Security shall be refundable no later than 150 (one hundred and fifty) days from the BID Due Date except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the agreement.

2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the BID to commit the Bidder.

2.1.9 In case of the bidder is Joint venture, the members there of should furnish power of Attorney in favour of the lead member in the format at appendix-IV. In case the bidder is joint venture, joint bidding agreement in the format at Appendix V shall be submitted by the bidder.

2.1.10 Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.

2.1.11 The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.

2.1.12 The documents including this tender and all attached documents, provided by the Authority, EPI are and shall remain or become the property of the Authority/EPI and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their BID. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to BIDs and all other documents submitted by the Bidders, and the Authority/EPI will not return to the Bidders any BID, document or any information provided along therewith.

2.1.13 This tender is not transferable.

2.1.14 any award to the project pursuant to this NIT shall be subject to the terms of bidding documents and also fulfilling the criterion as mentioned in clause 2.1.17.

2.1.15 In case of bidder is a joint venture it shall comply with the following additional requirements
a) Numbers of members in joint venture shall not exceed two (02).

b) Subject to the provision of Clause (a) above, the bid should contain the information required for each member of 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 & 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 other member of the Joint Venture. Other JV Member(s) shall meet at least 30% requirement of Bid capacity, Technical & Financial capacity require as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2; and the JV as a whole shall cumulatively/Collectively fulfil the 100% requirement;
d) The bid should include a brief description of role and responsibilities of individual member particularly with reference to financial, technical and defect liability obligations.

e) An individual bidder cannot at the same time be member of joint venture applying for this bid. Further a member of particular bidder joint venture cannot be member of any other bidder joint venture applying for this bid.

f) The lead member shall itself under take and perform at least 60% of total length of project highway.

g) Members of 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 application and submitting a bid in the event of being prequalified. Jt. Bidding agreement, to be submitted along with the application shall, inter alia:

(i) Convey the commitment(s) of the lead member in accordance with this NIT, in case of contract to undertake the project is awarded to the joint venture: and clearly outline the proposed roles and responsibilities, if any, of each member.

(ii) Commit an approximate share of work to be undertaken by each member.

(iii) Include a statement to the effect that all members of the joint venture shall be liable jointly and severally for all obligation of the contract in relation to the project until the completion of the project (the “defect liability period”) is achieve in accordance with EPC contract: and

h) Except as provided under this NIT there shall nor any amendment to the Jt. Bidding agreement.

2.1.16 while bidding is open to following eligible bidders:

(i) In case of Individual - The bidder should be a citizen of India/Myanmar.

(ii) In case of Company - The bidders should be duly incorporated/registered in India/Myanmar.

(iii) In case of JV members should be registered in India/Myanmar

Further, following provisions shall also apply:-

a. Where, on the date of the Application, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity Share capital in a Bidder or its Member is held by person’s resident Outside India or where a Bidder or its Member is controlled by persons resident outside India; or

b. if at any subsequent stage after the Bid due date, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member; then the Eligibility of such Bidder shall be subject to approval of the Employer from national security and public interest perspective. The decision of the Employer in this behalf shall be final and conclusive and binding on the Bidder.
The holding or acquisition of equity or control, as above, shall include direct or indirect holding/acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Employer shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Employer of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.1.17 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.

2.1.18 Any entity which has been barred by the Ministry of Road Transport & Highways or its implementing agencies for the work of Expressways, National Highways, ISC and EI works, and the bar subsists as on the date of Application, would not be eligible to submit the Bid.

2.1.19 The Bidder should, in the last 2 (two) years, have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder as the case may be, nor has been expelled from any project or contract by any Ministry of Road Transport & Highways or its implementing agencies for breach by such Bidder.

2.1.19.1 The Bidder may provide details of all their on-going projects along with updated stage of litigation, if so, against the Authority / Government.

2.1.19.2 The Bidder may also provide details of updated on-going process of blacklisting if so, under any contract with Authority / Government.

2.1.19.3 The Employer reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 2.1.19. The decision of the Employer in this case shall be final.

2.2 Eligibility and qualification requirements of Bidder

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

a. The Bidder must be a single entity or group of entities (the “Joint Venture”), coming together to implement the project however no bidder applying individually or as a member of joint venture, as the case may be, can be member of another bidder. The term bidder used herein would apply to both single entity and a joint venture.
b. Bidder may be natural person, private entity, or may combination of them with a formal intent to enter into joint venture agreement or under an existing agreement to form a joint venture. A joint venture shall be illegible for consideration subject to the condition set out in clause 2.1.15 above.

c. An Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its joint venture member ( or any constituent thereof ) and any other bidder, its member for 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 member is less than 5% (five percent) of subscribed and paid up equity share capital thereof; 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, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's "information about, or to influence the Application of either or each other; or

(vi) such Bidder, or any of its joint venture member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

d. A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Employer/Authority and/or Authority/Employer Engineer 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/Employer 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/Employer being liable in any manner whatsoever to the Selected Bidder or Sub-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 tender. 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.

2.2.2 Qualification requirements of Bidders:

2.2.2.1 BID Capacity

Bidders who inter alia meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the 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), Where

N = Number of years prescribed for completion of work for which Bid is invited.
A = Maximum value of civil engineering works in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress. The EPC projects includes turnkey project/ Item rate contract/ Construction works.

B = Value (updated to the price level of the year indicated in table below under note) of existing commitments and on-going works to be completed during the period of completion of the works for which BID is invited. (Refer below to "Note for computation of B")

**Note:** The balance value of work at 2017-2018 (FY) /2017( Calendar Year) price level is to be worked out for calculating the bid capacity, i.e., “B” (Balance work) is to be calculated after applying above factor

**Note:** The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works 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 / Authorized Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor. The factor for the year for updation to the price level is indicated as under:

<table>
<thead>
<tr>
<th>Year</th>
<th>Year-1</th>
<th>Year-2</th>
<th>Year-3</th>
<th>Year-4</th>
<th>Year-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up-dation factor</td>
<td>1.00</td>
<td>1.05</td>
<td>1.10</td>
<td>1.15</td>
<td>1.20</td>
</tr>
</tbody>
</table>

2.2.2.2 Technical Capacity

(i) For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a PPP project, such that the sum total thereof is more than Rs. 735.5 Crore (Rupees Seven Hundred Thirty five Crores fifty lakhs only) (the “Threshold Technical Capacity”).

(ii) Provided that at least one similar work of Rs 92 crores (Rs. Ninety Two Crore only) shall have been completed from the Eligible projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 25% of the estimated project cost.

The updation factor to update the price of eligible projects for the year indicated as under:

<table>
<thead>
<tr>
<th>Year</th>
<th>Year-1</th>
<th>Year-2</th>
<th>Year-3</th>
<th>Year-4</th>
<th>Year-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up-dation factor</td>
<td>1.00</td>
<td>1.05</td>
<td>1.10</td>
<td>1.15</td>
<td>1.20</td>
</tr>
</tbody>
</table>

2.2.2.3 Financial Capacity:

The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of Rs Rs.18.50 crores (Rs. Eighteen Crore and Fifty Lacs only) at the close of the preceding financial year ending 31.03.2018. Net worth be provided based on the latest audited balance sheet not prior to December 2017. The bidder shall have a minimum 20% average annual turnover (updated to the price level of the year indicated in table below * ) of estimated cost put to tender.
### Table: Update factor

<table>
<thead>
<tr>
<th>Year</th>
<th>Year-1</th>
<th>Year-2</th>
<th>Year-3</th>
<th>Year-4</th>
<th>Year-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Update factor</td>
<td>1.00</td>
<td>1.05</td>
<td>1.10</td>
<td>1.15</td>
<td>1.20</td>
</tr>
</tbody>
</table>

2.2.2.4 In case of a joint venture:

(i) The Threshold Technical Capacity & 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 & Financial Capacity required 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 30% requirement of Bid capacity, Technical & Financial Capacity as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3. For avoidance of doubt it is further clarity that the Joint Venture must collectively and individually satisfy the above qualification criteria.

(iii) For requirement of 2.2.2.2(ii), one similar work of 25% of estimated project Cost should have been completed from the eligible projects in category1 and/or category 3 specified in clause 2.2.2.5 individually by any of the JV members as a single work.

(iv) Bidders need to submitted audited copies of statement of profit and loss and Balance sheets of last 05 years ending 31.03.2018.

**NB:** Preceding year means year ending 31.03.2018.

2.2.2.5 Categories and factors for evaluation of Technical Capacity:

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

<table>
<thead>
<tr>
<th>Category</th>
<th>Project / Construction experience on Eligible Projects</th>
<th>Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project in highways sector that qualify under Clause 2.2.2.6 (i)</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Project in core sector that qualify under Clause 2.2.2.6 (i)</td>
<td>0.70</td>
</tr>
<tr>
<td>3</td>
<td>Construction in highways sector that qualify under Clause 2.2.2.6 (ii)</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Construction in core sector that qualify under Clause 2.2.2.6(ii)</td>
<td>0.70</td>
</tr>
</tbody>
</table>

ii. The Technical capacity in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

iii. For the purpose of this Tender:

(a) Highways sector would be deemed to include highways, expressways, bridges, tunnels, runways, railways (construction/re-construction of railway tracks, yards for keeping containers etc), metro rails and ports (construction/re-construction of jetties, any other linear infrastructure including bridges etc.)
Core sector would be deemed to include civil construction cost of, power sector, commercial setups (SEZs etc.), airports, industrial parks/estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.

I. In case of projects executed by applicant under Category 3 and 4 as a member of joint venture, the project cost should be restricted to the share of the applicant in the joint venture for determining eligibility as per provision under clause 2.2.2.2 (ii). In case Statutory Auditor certifies that, the work of the other member(s) is also executed by the applicant, then the total share executed by the applicant can be considered for determining eligibility as per provision under clause 2.2.2.2 (ii).

II. Maintenance works are not considered as eligible project for evaluation as per Instruction No. 6 to Annex-IV. As such works with nomenclature like PR, OR, FDR, SR, site/micro grading, surface renewal, resurfacing work, Tarring, B.T. surface work, temporary restoration, urgent works, periodic maintenance, repair and rehabilitation, one time maintenance, permanent protection work of bank, external prestressing, repair of central hinge, short term OMT contract of NHAI, any type of work related to broader fencing, work of earthwork alone construction of buildings/hostels/hospitals, etc, or not specified, shall not be considered.

III. The works such as improvement in Riding Quality Work (IRQP/IRQ), riding quality shall be considered for threshold technical capacity 2.2.2.2 (i) but not for single completed works 2.2.2.2 (ii).

IV. Project in Highway sector shall constitute the following for the purpose of consideration under the category 1 or 3 as applicable if:

(i) Widening/reconstruction/up-gradation works on NH/SH or in any category of road taken up under CRF, ISC/EI, SARDP, LWE

(ii) Widening / reconstruction/up-gradation works on /MDRs with loan assistance from multilateral agencies or on BOT basis

(iii) Widening/reconstruction/up-gradation work of roads in Municipal corporation limits, construction of Bypasses,

(iv) Construction of stand- alone bridges, ROBs, tunnels w.r.t roads

(v) Long term OMT works of NHAI/MoRT&H.

V. The projects with the title of RIDF, PMGSY road, link road, city roads, rural roads, sector/municipality road, Bridges for railway line, work of metro rails (bridges/tunnels), real estate projects which demonstrate road development/construction bridges or Culverts may be considered under category – 1 & Category -3.

VI. In case both the estimated cost of the project and revised cost of the project are provided, the revised cost of the project shall be considered for evaluation.

Real estate development includes residential flats, housing etc..

2.2.2.6 Eligible Experience on Eligible Projects in respect of each category:
i. For a project to qualify as an Eligible Project under Categories 1 and 2:

   a. It should have been undertaken as a EPC project or PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;

   b. the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;

   c. the capital cost of the project should be more than 10% of the amount specified as the Estimated Project Cost; and

   d. the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have itself undertaken the construction of the project for an amount equal to at least one half of the Project Cost of eligible projects, excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purposes of construction.

ii. For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of less than Rs. 36 Crore shall not be reckoned as receipts for eligible projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder

iii. The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Joint Venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

iv. Experience for any activity relating to an Eligible Project shall not be claimed by both Members of the Joint Venture. In other words, no double counting by a Joint Venture in respect of the same experience shall be permitted in any manner whatsoever.
2.2.2.7 Submission in support of Technical Capacity

i. The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.

ii. The Bidder must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.

iii. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-IA.

2.2.2.8 Submission in support of financial capacity

i. The Technical Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Joint Venture) for the last 5 (five) financial years, preceding the year in which the bid is submitted.

ii. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

iii. The Bidder must establish the minimum Net Worth specified in Clause 2.2.2.3, and provide details as per format at Annex-III of Appendix-IA.

2.2.2.9 The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:

(i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments received or in case of a PPP project, the construction carried out by itself, during the past 5 years, in respect of the Eligible Projects. In case a particular job/contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in PPP Projects as applicable the share in work done for that particular job/contract by producing a certificate from its statutory auditor or the client; and

(ii) certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.2.9 (ii). For the purposes of this TENDER, net worth (the “Net Worth”) shall mean the aggregate value of 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.
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In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.2.9 (i). In jurisdictions that do not have statutory auditors, the form of auditors which audits the annual accounts of the Bidder may provide the certificates required under this TENDER.

2.2.2.10 Deleted

2.3 Proprietary data

All documents and other information supplied by the Employer or submitted by a Bidder to the Employer shall remain or become the property of the Employer. 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 Authority will not return any Bid 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 Employer 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 advised to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions traffic, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, availability & sources of materials, handling and storage of materials, weather data, applicable laws and regulations, taxation liability, and any other matter considered relevant by them. Bidders are required to visit the site and familiarize themselves with the work in the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids. Incase bidder decide not to visit site, they shall be responsible for all the consequences there of. Bidder to submit a self-declaration with the bid in respect of the same.

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 Employer;
- 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;
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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 Employer 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 tender, 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 Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender 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 Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder.

The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation of authenticity of the PQ documents/BG from the concerned department/bank.

2.6.2 The Employer 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 Employer, 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 such disqualification/rejection occurs after the BIDs have been opened and the lowest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh BIDs.

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

2.7 Contents of the Tender

2.7.1 This tender comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9

Vol –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

Appendix

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

Vol –II Special Conditions of Contract/Agreement Document with schedules

Vol – III Feasibility Report/Detailed Project Report provided by the authority/Tender Drawings

2.7.2 The draft Agreement and the Feasibility/Detailed Project Report provided by the Employer as part of the BID Documents shall be deemed to be part of this tender.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the Tender may notify the Employer 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 Employer 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 email. The Employer will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2 The Employer shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Employer 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 Employer to respond to any question or to provide any clarification.
2.8.3 The Employer may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Employer shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Employer or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of Tender

2.9.1 At any time prior to the BID Due Date, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the tender by the issuance of Addenda.

2.9.2 Any Addendum in the tender documents would be uploaded on the https://www.mstcecommerce.com/eprochome/epil.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the BID Due Date.
C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of BID

2.10.1 The Bidder shall provide all the information sought under this tender. The Employer will evaluate only those BIDs that are received online in the required formats and complete in all respects and Bid Security, document fee, POA and Joint Bidding Agreement are received in hard copies.

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

2.11 Documents comprising Technical and Financial BID

2.11.1 The Bidder shall submit the Technical BID & Financial Bid online through e-procurement portal https://www.mstecommerce.com/eprochome/epil comprising of the following documents along with supporting documents as appropriate:

**Technical Bid**

a. Appendix-IA (Letter comprising the Technical Bid) including Annexure I to 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. 3.77 Crores (Rupees Three Crores seventy seven Lacs Only) in the form of Bank Guarantee in the Format at Appendix-II from a Scheduled Bank.

g. Demand Draft/ Online receipt of Rs.118000/- (Rupees one lacs eighteen thousand only/-) (i/c GST) in favour of “Engineering Projects India Limited” payable at New Delhi towards cost of Bid document.

**Financial Bid**

h. Appendix-IB (Letter comprising the Financial Bid)

2.11.2 The Bidder shall submit the following documents physically:

a. Original Power of Attorney for signing the BID as per format at Appendix-III;

b. If applicable, original power of attorney for Lead member of joint venture as per the format at Appendix- IV.

c. If applicable, original joint bidding Agreement for joint Venture as per the format at Appendix-V.

d. BID Security of Rs 3.77 Crore (Rupees Three Crore seventy seven Lacs only) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank.

e. Demand Draft/ Online receipt of Rs.118000/- (Rupees One lacs Eighteen thousand
Notice Inviting Tender

only/-) (i/c GST) in favour of “Engineering Projects India Limited” payable at New Delhi towards cost of Bid document.

f. Integrity Pact as per enclosed format.

g. Bidders have to submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter of MSME or Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD.

Note: Not applicable for Myanmar based bidder. However, MSME certificate should be in the name of Joint Venture (JV) in case of Indian Bidders.

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 Construction of balance work of Two Lane Road on NH Specifications from Kaletwa to India-Myanmar Border (Zorinpui) from km 60.700 to km 109.2 in Chin State of Myanmar to be executed on EPC mode” and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right hand top corner of the envelope.

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

<table>
<thead>
<tr>
<th>ATTN. OF DESIGNATION</th>
<th>EXECUTIVE DIRECTOR, CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>Engineering Projects India Limited</td>
</tr>
<tr>
<td></td>
<td>Core-3, Scope Complex</td>
</tr>
<tr>
<td></td>
<td>7, Lodhi Road</td>
</tr>
<tr>
<td></td>
<td>New Delhi-110003</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:contracts@engineeringprojects.com">contracts@engineeringprojects.com</a></td>
</tr>
</tbody>
</table>

2.11.5 If the envelopes is not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

2.11.6 BIDs submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.12 BID Due Date

Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the tender shall be submitted online through e-procurement portal https://www.mstcecommerce.com/eprochome/epil on or before the date mentioned in data sheet. Documents listed at clause 2.11.2 of the TENDER shall be physically submitted on the date mentioned in data sheet at the address provided in Clause 2.11.4 in the manner and form as detailed in this TENDER. A receipt thereof should be obtained from the person specified at Clause 2.11.4.

2.13 Late BIDs

E-procurement portal https://www.mstcecommerce.com/eprochome/epil shall not allow submission of any Bid after the prescribed date and time at clause 2.12. Physical receipt of documents listed at clause 2.11.2 of the TENDER after the prescribed date and time at clause 2.12 shall not be considered and the bid shall be summarily rejected.
2.14 Procedure for e-tendering/e-procurement

Bidder’s guide for EPIL portal:

1. Use browser to go to https://www.mstcecommerce.com/eprochome/EPIL

Digital Signatures
To login into the portal both Users (EPIL Officials) and Bidders will require a Class 2 or 3 Digital Signature. Bidders should have at least Signing type Digital Signatures. A digital signature can be obtained from any Certifying Authority (CA) as per the List of CAs issued by Controller of Certifying Authorities, Ministry of Electronics and Information Technology. The list is available at http://www.cca.gov.in/cca/?q=licensed_ca.html.

The list is as under:
1. Safescrypt
2. IDRBT
3. National Informatics Centre
4. TCS
5. GNFC
6. e Mudhra CA
7. CDAC CA
8. Capricorn CA
9. NSDL e-Gov CA

System Settings
1. This portal is compatible with multiple browsers (Google Chrome, Mozilla Firefox, Internet Explorer, Opera etc.)
2. On the system where this portal is being used, the user may open the portal and click on Install Components button on the left side as shown below:
3. On clicking the button, a new window will open as shown below:
4. In this window, please save the MSTCSIGNER28082018_v2.exe file and install it.

5. Additionally, please click on Add to chrome button, to add the chrome extension, as shown below:

For other browsers please install the extension as applicable.

2. On the right side of the page click on Register as a Vendor:

3. Fill the form that appears to create username and password.

4. Once the registration is done, login with your user name and password:
5. System will ask you to verify your digital signature

6. Press Ok and select your digital signature from the List:

7. Your digital signature will be verified

8. Once login is complete, a bidder can access My Menu through the left side of the page:
9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendums. Select Event number and click on download to download the files:

![Download NIT/Corrigendum](image)

10. To submit the bid a bidder can proceed to Bid Floor through the left side My menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.

![Bid Floor](image)

11. On clicking the event number, if the bidder has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to Transaction Fee payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc) or RTGS/NEFT (Challan).

![Transaction Fee](image)

12. Tender can be of multiple types with price bid uploading in Excel or Technical-Price type. The bid floor for each type of event will change automatically.

On clicking the tender number one of the following screens will appear:
For 2 cover with price bid in excel

![Tender Bid](image)
13. For each type of event the event details including start time and close time the details will be given on the top of the page.
14. To submit the tender the bidder has to start from top left and submit the details one by one.
15. For 2 cover with price bid in excel, the bidder has to submit technical bid, by filling the details and clicking the save button.

a) After the technical bid is saved, a bidder can proceed to uploading documents through the link upload docs:

b) Please note that under no circumstance the price bid excel has to be uploaded here.

c) After the documents have been uploaded, the bidder can click on download excel to download the excel format.

d) Fill up the excel sheet as per the details given therein and tender document.

e) To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.

f) The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.
16. For E-Tender Technical Cum Price Bid:
   a. In the manner similar to above the bidder has to fill up Common terms, then press save button to submit.
b. Then the bidder has to upload documents as per the list shown therein.

c. Once the documents are uploaded the bidder has to submit the Technical and Price bids.

d. The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

Bidder’s may note that in each case using the Delete bid button will only delete the bids and then the bidder can resubmit upload tender closing time.

Using the withdraw button the bid will be withdrawn and the bidder will not be allowed to submit any further bid in that event.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at EPIL:

Executive Director (Contracts)
Engineering Projects (India) Ltd.
Core 3, scope complex, Lodhi Road
New Delhi 110003
Tel No. – 011-24361666, Extn: 2313, 2301, Fax No. – 011-24363426
E-mail - contracts@engineeringprojects.com

For any assistance during bid submission, system settings etc. bidders may contact at MSTC:

Phone Number
03322901004, 01123212357, 01123215163, 01123217850
Email
mstcnro@mstcindia.co.in
Please mention “Helpdesk” as subject while sending emails
Availability
10 AM to 5:30 PM on all working days.

17.a Some Bidding related Information for this Tender (Sealed Bid)
The entire bid-submission would be online on MSTC Portal (unless specified for Offline Submissions).

Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

Technial-Part

Financial-Part

Offline Submissions:
The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Contact Persons Name:

ED (Contracts)
Engineering Projects (India) Ltd.
Core-3, SCOPE Complex
7, Lodhi Road
New Delhi – 110003
Office Phone- 011- 24361666
Email: gupta.sanjiv@engineeringprojects.com

The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).
b. Tender Fee of Rs. 1,18,000/- (Rupees One Lakh Eighteen Thousand only) (Including GST@18%) in form of DD (Original)/ Cash Deposited Receipt (for Bidders from Myanmar).

c. Earnest Money Deposit (EMD) of Rs. 3.77 Crs. (Rupees Three crores Seventy seven Lacs only).

d. Letter of authorization shall be indicated by written power-of-attorney (Original), Integrity Pact.

e. Annexure – A affidavit for bid capacity (Refer annexure-VI of Appendix IA of NIT) & Annexure-B affidavit on non-judicial stamp paper of value of Rs.100/ or for Myanmar bidders on non-judicial stamp paper of myanmar of equivalent MMK.

f. Documentary evidence with regard to registration with NSIC as mentioned in NIT for tender fees & EMD waiver.

g. Duly signed Integrity Pact Performa of NIT.

**Note:** The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in NIT Clause.

**Note:** Bidders are required to pay applicable bidding fees on line at the time of bid submission.
2.15 Online opening of Bids

2.15.1 Opening of Bids will be done through online process.

2.15.2 The Employer shall on-line open Technical bids on 26.11.2018. At 14.30 Hrs hours IST, in the presence of the authorized representatives of the bidders, who choose to attend. Technical Bid of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received. The Employer 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 tender, the Employer 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 therefor. In the event that the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

2.16.2 The Employer 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 Employer.

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 Employer 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 Employer 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: Deleted.
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 Clauses 2.1.6 and 2.1.7 hereinabove in the form of a demand draft /RTGS/FDRs and bank guarantee. The bank guarantee should be issued by nationalized bank, or a Scheduled Bank in India or from the following banks in Myanmar:

I. Myanmar Foreign Trade Bank
II. State bank of India
III. United Bank of India

in favour of the Employer 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 original BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act,

2.20.2 Any BID not accompanied by the BID Security shall be summarily rejected by the Employer 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 Employer 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 Employer 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 tender, shall be deemed to have acknowledged and confirmed that the Employer 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 tender. 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 Tender;
(c) If a Bidder withdraws its BID during the period of Bid validity as specified in this tender and as extended by mutual consent of the respective Bidder(s) and the Employer;

(d) In the case of Selected Bidder, if it fails within the specified/extended time limit by Employer –
   (i) To sign and return the duplicate copy of LOA;
   (ii) To sign the Agreement; or
   (iii) To furnish the Performance Security within the period prescribed therefore in the Agreement; or

(e) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.20.6 Performance Security

Within 10 (ten) days from the date of issue of letter of Intent or within such extended time as may be granted by EPI in writing, the Contractor shall submit to EPI a Performance Bank Guarantee in accordance with the provision of the Agreement and in the format given in this tender.

2.21 Following clarifications which shall be the part of tender documents:

2.21.1. Payment of RA bills shall be made in local currency of Myanmar to its equivalent INR order value.
2.21.2 Bidders may contact EPI at:

Myanmar Branch Office:
Contact Person: Mr. V K Singh, (Addl. General Manager), (Mobile: +95-9426221404)
1003, 10th Floor, 50th Condominium, 51st Street, Botataung Township, Yangon, Myanmar

New Delhi Office:
Contact Person: Shri A. K. Vashishtha, GGM, (Mobile: +91-9818096232) (Ph No: 011-24361666).
EPIL, Core - 3, SCOPE Complex, Loadhi Road, New Delhi - 110003.

The prospective bidder who wants to visit the site may contact the above person/s.
2.21.3 Myanmar based bidder can submit bidding documents physically at EPIL Corporate Office in New Delhi.
2.21.4 PBG may be submitted by the bidder from a foreign Bank. But it should be payable & operable in Indian branch of scheduled Bank.
2.21.5 The details of safety consultants and proof consultants are as follows:

<table>
<thead>
<tr>
<th>Sl no.</th>
<th>Type of Consultant</th>
<th>Name and address of Consultant</th>
<th>Date of appointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Safety Consultant</td>
<td>M/s Design Aid, Plot No: 54, 2nd Floor, In front of Masoodpur Dairy Farm, Vasant Kunj, New Delhi - 110085.</td>
<td>28.11.2017</td>
</tr>
<tr>
<td>2</td>
<td>Proof Consultant</td>
<td>M/s STUP Consultants Pvt. Ltd. 1112, Vishal Tower, District Centre, Janakpuri, New Delhi - 110058.</td>
<td>22.12.2017</td>
</tr>
</tbody>
</table>
2.21.6. To be read as MSTC in place of TCIL in all places mentioned in the tender documents.

2.21.7 The Format (Ref. Clause no. 2.20.1 of Vol I of NIT) for pledging the FDRs in favour of "Engineering Projects India Ltd." is enclosed herewith as sl. no 2.22.

2.22.

(IN THE LETTERHEAD OF THE BANK)
THIRD PARTY DEPOSIT CONFIRMATION LETTER

To

Beneficiary Name & Address
Engineering Projects (India) Limited A/C (Name of the Bidder)
---------------------------------
---------------------------------

Date: --------

This covering letter is issued to be annexed to the Fixed Deposit No…. ……………….. issued on ………for an amount of Rs………………………(Rupees………) in the name Engineering Projects (India) Limited A/c (bidder name) of issued by our branch.

Branch Address: ………………………………….

This Fixed Deposit is issued to our customer in favor of the Department stated below:

Department Name: Engineering Projects (India) Limited
Address: Core-3, Scope Complex, Lodi Road, New Delhi 110003.

The FDR Must be valid for not less than 180 (One Hundred Eighty only) days from the original Bid due date.

In case of demand of the whole or part of the deposit by Engineering Projects (India) Limited (Name of the Department), the payment shall be made to Engineering Projects (India) Limited (Name of the Department), according to the Bank’s rules applicable to such deposits.

If the deposit is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the said Department or customer (if the deposit already stands released).

The customer cannot undertake to demand payment under the said fixed deposit prematurely or on or after the due date without production of the letter of authorization/release order from the department (EPI) in whose name the FD is issued.

For Bank

Authorized Signatory: ……………………….

Name: ……………………………..

Designation: ………………………..

** This letter forms an integral part of the Third party Fixed Deposit advice issued. It should be returned along with the Fixed Deposit confirmation advice in all cases with respect to cancellation.
Notice Inviting Tender
SECTION - 3

EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Evaluation of Technical Bids

3.1.1 The Employer shall open the BIDs received physically & online on as per data sheet, at the place specified in Clause 2.11.4(i); and in the presence of the Bidders who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the TENDER have been received physically. The Employer 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 Employer 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 Employer 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 Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

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 Employer 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 Employer shall determine whether each Technical BID is responsive to the requirements of this Tender. A Technical BID shall be considered responsive only if:

(a) Technical BID is received online as per the format at Appendix-IA including Annexure I to VI;

(b) Documents listed at clause 2.11.2 are received physically;

(c) Technical Bid is accompanied by the BID Security as specified in Clause 2.1.6 and 2.1.7;
(d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;

(e) Technical Bid is accompanied by Power of Attorney for Lead Member of Joint Venture and the joint Bidding Agreement as specified in clause 2.1.9, if so required.

(f) Technical Bid contain all the information (complete in all respects);

(g) Technical Bid does not contain any condition or qualification; and

(h) Online receipt/Demand Draft towards Cost of Bid document of Rs. 118000/- (Rupees one lac eighteen thousand only) (including GST @18%) in favour of "Engineering Projects (India) Ltd." payable at New Delhi.

OR

The cost of Bid Documents in equivalent MMK/ USD can also be deposited in the following Bank Accounts:

1. **Myanmar Based Bidders** :
   Beneficiary Name : Engineering Projects (India) Ltd. (Branch Office) Bank Name : KBZ Bank, Yangon (Myanmar)
   MMK Account No. : 20610320601876601
   USD Account No. : 20610920601876601

2. **Indian Bidders** :
   Beneficiary Name : Engineering Projects (India) Ltd.
   Bank Name: HDFC Bank, 209-214,Kailash building, 26,Kasturba Gandhi Marg, New Delhi-110001
   Account No. : 00030350008503
   RTGS/NEFT IFSC : HDFC0000003

**Bid Security (EMD) may also be deposited in the above mentioned EPI Bank accounts.**

3.1.6.2 The Employer reserves the right to reject any Technical BID which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer 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 Employer as incorrect or erroneous, the Employer may reject/correct such claim for the purpose of qualification requirements.

3.1.8 The Employer will get the BID security verified from the issuing authority and after due verification, the Employer 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 TENDER.

3.1.9 After evaluation of Technical Bids, the Employer 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 Employer will not entertain any query or clarification from Applicants who fail to qualify.
3.2 Opening and Evaluation of Financial Bids

The Employer shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal https://www.mstcecommerce.com/eprochome/epil. The technically responsive bidders, shall inform the Employer through email in the prescribed format enclosed at Annexure VI A of Appendix 1A, for any change in their bid capacity, due to award/ declared to be lowest bidder in any other submission date and upto 2 days (48 Hours) prior to the date of opening of financial bid of the said project. In case of no change, „NIL” information shall be furnished. If any of the qualified bidders fails to furnish the above information due to whatsoever reasons at least 1 day (24 Hours) before the bid opening date, or fails to qualify in the BID Capacity in this changed scenario, his financial bid shall not be opened. The Employer shall open the online Financial Bids of remaining bidders only on schedule date and time in the presence of the authorized representatives of the Bidders who may choose to attend. The Employer shall publically announce the Bid Price quoted by the technically responsive Bidder. The Employer shall prepare a record of opening of Financial Bids.
3.3 **Selection of Bidder**

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6 and who quotes lowest price shall be declared as the selected Bidder (the “Selected Bidder”).

3.3.2 In the event that two or more Bidders quote the same BID Price (the "Tie BIDs"), the Employer 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, the Employer shall annul the Bidding Process and invite fresh BIDs. In the event that the Employer 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 Award (the “LOA”) shall be issued, in duplicate, by the Employer 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 Employer 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 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 Employer shall return Bid Security of all Bidders except L-1 within a week from opening of financial bid.

3.4 **Contacts during BID Evaluation**

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Employer 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 Employer and/ or their employees/ representatives on matters related to the BIDs under consideration.

3.5 **Correspondence with Bidder**: Deleted.
SECTION – 4

FRAUD AND CORRUPT PRACTICES

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 Employer 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 Employer 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 Employer under the Bidding Documents and/or the Agreement, or otherwise.

2. Without prejudice to the rights of the Employer under Clause 4.1 hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, or otherwise if a Bidder or Sub-Contractor, as the case may be, is found by the Employer 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 TENDER issued by the Employer during a period of 2 (two) years from the date such Bidder, or Sub-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.

3. For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the \execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this TENDER, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
(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 Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
SECTION – 5

PRE-BID CONFERENCE

1. Pre-BID conference of the Bidders, if required, 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.

2. During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer 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

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.

2. The Employer, 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 Employer 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.

3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, 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 2.1.5, 2.11 and 3.1.6)

Executive Director, Contracts
Engineering Projects India Limited
Core 3, Scope Complex
Lodhi Road
New Delhi-110003

Sub: BID for “Construction of Balance work of Two Lane Road on NH Specifications from Paletwa to India-Myanmar Border (Zorinpui) from km 60.700 to km 109.2 in Chin State of Myanmar to be executed on EPC Mode”

Dear Sir,

With reference to your Tender document dated ……………2019 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.

1. I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Sub-Contractor for the aforesaid Project, and we certify that all information provided in the Bid and it’s the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as EPC Sub-Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Work and maintenance of the work during the Defect Liability Period.

3. I/ We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the BID.

4. I/ We acknowledge the right of the Employer 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. I/ We certify that in the last two years, we any of the JV partners have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Employer; and
(b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.1 (d) of the TENDER 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 TENDER document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Employer 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 TENDER, 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 TENDER 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.

7. 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 TENDER document.

8. 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 TENDER document.

9. 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.

10. I/We certify that in regard to matters other than security and integrity of the country, we/any member of 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 Work or which relates to a grave offence that outrages the moral sense of the community.

11. 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.

12. 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

13. 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 TENDER at Annexure VII of Appendix-IA thereof.
14. 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 Employer of the same immediately.

15. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Employer being liable to us in any manner whatsoever.

16. 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 Employer 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.

17. 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.

18. I/ We have studied all the Bidding Documents carefully and also surveyed the [project highway and the traffic]. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

19. I/ We offer a BID Security of Rs. 3.77 crore (Rupees Three crore seventy seven Lacs only) to the Employer in accordance with the tender Document.

20. The BID Security in the form of a Bank Guarantee is attached.

21. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the tender, have been submitted in separate files.

22. 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 work / Contract is not awarded to me/us or our BID is not opened or rejected.

23. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the tender, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the cost of work and implementation of the work.

24. I/ We agree and undertake to abide by all the terms and conditions of the tender document.

25. {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}.

26. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the Tender.

28. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid work 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 tender document.

Yours faithfully,

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

Name & seal of Bidder/ Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and „Deleted“ may be indicated there
APPENDIX – IB
Letter comprising the Financial BID
(Refer Clauses 2.1.5, 2.11.1 and 3.1.6)

Executive Director, Contracts
Engineering Projects India Limited
Core 3, Scope Complex
Lodhi Road
New Delhi-110003

Sub: BID for “Construction of Balance work of Two Lane Road on NH Specifications From Paletwa to India - Myanmar Border (Zorinpui) from km 60.700 to km 109.2 in Chin State of Myanmar to be executed on EPC Mode”

Dear Sir,

With reference to your tender 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 Employer 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 tender, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.

4. I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

6. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the tender.

7. I/ We hereby submit our BID and offer a BID Price of Rs. .........................
   (Rs………………………………………………………………………………………………. in words) for undertaking the aforesaid work in accordance with the Bidding Documents and the Agreement.

   Note: - i) The price quoted should be inclusive of all duties, taxes, royalty, and fees excluding GST.
   ii) GST for above work will be ………. % on above price and quoted separately.

Yours faithfully,
Date:
Place:

(Signature, name and designation of the Authorised Signatory)
Name & seal of Bidder/ Lead Member:……………………………
Class III DSC ID of Authorised Signatory:…………………………
ANNEX-I

Details of Bidder

1. (a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/communication for the Authority:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

(g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

(e) Fax Number:

(f) Class III Digital Signature Certificate ID number

5. In case of a Joint Venture:

b. The information above (1-4) should be provided for all the Members of the Joint Venture.

c. A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.15(g) should be attached to the Application.

d. Information regarding the role of each Member should be provided as per table below:
### Role and Share of Work

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Member</th>
<th>Role* ({\text{Refer Clause 2.1.15(d)}} ^5)</th>
<th>Share of work in the Project ({\text{Refer Clauses 2.1.15(a), (f) &amp; (h)}})</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction

### Criteria for Joint Venture Members

**d) The following information shall also be provided w.r.t para 2.1.18 for each Member of the Joint Venture:**

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Yes/No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Has the Bidder/ constituent of the Joint Venture been barred by the Ministry of Road Transport &amp; Highways or its implementing agencies for the works of Expressways, National Highways, ISC and EI works, from participating in bidding.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>If the answer to 1 is yes, does the bar subsist as on BID due date.</td>
<td></td>
</tr>
</tbody>
</table>

### Performance and Non-Compliance

**6. 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 past projects, contractual disputes and litigation/ arbitration in the last 2 years is given below (Attach extra sheets, if necessary) w.r.t para 2.1.19:**

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>1st last year</th>
<th>2nd last year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>If bidder have either failed to perform for the works of Expressways, National Highways, ISC and EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or any of its Joint Venture Member as the case may be or has been expelled/terminated Ministry of Road Transport &amp; Highways or its implementing agencies for breach by such bidder, along-with updated details of ongoing process of litigation/blacklisting</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEX-II

Technical Capacity of the Bidder @
(Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the Tender)

<table>
<thead>
<tr>
<th>Applicant type</th>
<th>Project Code*</th>
<th>Category $</th>
<th>Experience** (Equivalent Rs. crore)</th>
<th>Technical Experience £</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

Single entity Bidder or Lead Member including other members of the Joint Venture

<table>
<thead>
<tr>
<th>Category</th>
<th>Experience** (Equivalent Rs. crore)</th>
<th>Technical Experience £</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Code*</td>
<td>Construction of Eligible Projects in Categories 3 and 4</td>
<td></td>
</tr>
<tr>
<td>Payments received for construction of Eligible Projects in Categories 3 and 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Value of self-construction in Eligible Projects in Categories 1 and 2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Aggregate Technical Experience

@ Provide details of only those projects that have been undertaken by the Applicant, or its Lead member including members in case of joint venture, under its own name separately and/or by a project company eligible under Clause 2.2.2.6(i)(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 2.2.2.6(i)(c) and for Categories 3 and 4, include only those projects where the payments received exceed the amount specified in Clause 2.2.2.6(ii). In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.17.

* Refer Annex-IV of this Appendix-I. Add more rows if necessary. $ Refer Clause 2.2.2.5(i)

** Construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of maintenance and repair, operation of Highways and land be included while computing the Experience Score of an Eligible Project.
For conversion of US Dollars to Rupees, the rate of conversion shall as on the date 60 (sixty) days prior to the Application Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

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

Note: IN case of a Joint Venture, information in Annex-II and Annex-IV of Appendix-I shall be provided separately for other Members so as to establish that each such Member has 30 percent or more of the Threshold Technical Capacity. Such information may be provided as Annex-IIA, Annex-IIB, Annex-IVA and Annex-IVB respectively. (Refer Clause 2.2.2.4).
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 Tender)

(In Rs. crore $)

<table>
<thead>
<tr>
<th>Bidder type</th>
<th>Net Cash Accruals</th>
<th>Net Worth £</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1</td>
<td>Year 2</td>
</tr>
<tr>
<td>Single entity Bidder or Lead Member including other members of the Joint Venture</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

Name & Address of Bidder’s Bankers:
$ For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.
£ The Bidder should provide details of its own Financial Capacity.

Instructions:

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

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth (the ”Net Worth”) shall mean aggregate value of 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 2.1.17.

5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.15 (g) of the tender 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 TENDER document.
ANNEX-IV

Details of Eligible Projects
(Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the Tender)

<table>
<thead>
<tr>
<th>Project Code:</th>
<th>Entity: Self/Members:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Refer Instruction</td>
</tr>
<tr>
<td>Title &amp; nature of the project</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>5</td>
</tr>
<tr>
<td>Year-wise (a) payments received for construction, and/or (b) revenues appropriated for self-construction under PPP projects.</td>
<td>6</td>
</tr>
<tr>
<td>Entity for which the project was constructed</td>
<td>7</td>
</tr>
<tr>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>Project cost</td>
<td>8</td>
</tr>
<tr>
<td>Date of commencement of project/ contract</td>
<td></td>
</tr>
<tr>
<td>Date of completion/ commissioning</td>
<td>9</td>
</tr>
<tr>
<td>Equity shareholding (with period during which equity was held)</td>
<td>10</td>
</tr>
</tbody>
</table>

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2.6 (i) and 2.2.2.6 (ii) of the TENDER, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Application. Applicants should also refer to the Instructions below.

2. The Project Codes would be a, b, c, d etc.

3. A separate sheet should be filled for each Eligible Project.

4. In case the Eligible Project relates to other Members, write “Member”.

5. Refer to Clause 2.2.2.5 of the TENDER for category number.

6. The total payments received and/or revenues appropriated for self-construction for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 1.1.17). For Categories 1 and 2, expenditure on construction of the project by the Applicant itself should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 2.2.2.6(i)(c) In case of Categories 3 and 4, payments received only in respect of construction should be provided, but only if the amount received exceeds the minimum specified in Clause 2.2.2.6(ii). Receipts for construction works should only include capital expenditure, and should not include expenditure on maintenance & repair and operation of Highways.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/Authority/Agency (i.e. concession grantor, counterparty to concession, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.

8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 2.2.2.6(i) and 2.2.2.6(ii)

9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.

10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 2.2.2.6(i)).

11. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.

12. Certificate from the Bidder’s statutory auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.

13. If the Bidder is claiming experience under Categories 1 & 2, it should provide a Certificate from its statutory auditor in the format below:

<table>
<thead>
<tr>
<th>Certificate from the Statutory Auditor regarding PPP projects</th>
</tr>
</thead>
</table>
| Based on its books of accounts and other published information authenticated by it, this is to certify that ........................................ (name of the Bidder) is/ was an equity shareholder in .................. (title of the project company) and holds/ held Rs............cr. (Rupees ..................... crore) of equity (which constitutes ........% of the total paid up and subscribed equity capital) of the project company from ............... (date) to .................. (date) The project was/is commenced on .......(date) and likely to be commissioned on ............. (date of commissioning of the project).

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

| Date: | ...........
| Name of the audit firm | (Signature, name and designation of the authorized Signatory) | Seal of the audit firm: |
In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary. Refer Clause 2.2.2.5 of the TENDER.

Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company. Refer instruction no. 10 in this Annex-IV.

In case the project is owned by the Applicant company, this language may be suitably modified to read: “It is certified that ……………….. (name of Applicant) constructed and/ or owned the ……………….. (name of project) from ……………….. (date) to ………………… (date).”

14. If the Bidder is claiming experience under Category 3 & 4, it should provide a Certificate from its statutory auditors or the client in the format below:

**Certificate from the Statutory Auditor/ Client regarding construction works**

Based on its books of accounts and other published information authenticated by it, it 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, 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 Rs. ………… cr. (Rupees …………………. crore), in terms of Clauses 2.2.2.5 and 2.2.2.6(ii)of the TENDER, 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/ consortium.

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

Name of the audit firm:

Seal of the audit firm:  

(Signature, name and designation of the authorized Signatory)
Notice Inviting Tender

♣ Refer Clauses 2.2.2.5 and 2.2.2.6 (ii) of the Tender.

♦ 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.

♦ 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 dele

15. 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.
ANNEX-V

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

Ref. Date:

To,

Executive Director, Contracts
Engineering Projects India Limited
Core 3, Scope Complex
Lodhi Road
New Delhi-110003

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 Tender. Further, the authorized 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……………………..
ANNEX-VI

Information required to evaluate the BID Capacity under clause 2.2.2.1:

To calculate the value of “A”

1. A table containing value of Civil Engineering Works in respect to EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Year</th>
<th>Value of Civil Engg. Works undertaken w.r.t. EPC Projects (Rs. In Crores)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2017-18/ 2018</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2016-17/ 2017</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2015-16/ 2016</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2014-15/ 2015</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2013-14/ 2014</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2012-13/ 2013</td>
<td></td>
</tr>
</tbody>
</table>

2. Maximum value of projects that have been undertaken during the F.Y. ________ out of the last 5 years and value thereof is Rs.____Crores (Rupees__________________________). Further, value updated to the price level of the year indicated in Appendix is as follows:

Rs._____ Crores x _____(Updation Factor as per Appendix) = Rs.______

Crores (Rupees______________________________________)

3. Name of the Statutory Auditor’s firm:
Seal of the audit firm: (Signature, name and designation and Membership No. of authorized signatory)
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 2 years is as follows:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Project/Work</th>
<th>Percentage of participation of Bidder in the project</th>
<th>Date of start / appointed date of project</th>
<th>Value of contract as per Agreement / LOA</th>
<th>Value of work completed</th>
<th>Balance value of work to be completed</th>
<th>Anticipated date of completion</th>
<th>Balance value of work at 2017-2018 price level</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rs. in Crore</td>
<td>Rs. in Crore</td>
<td>Rs. in Crore</td>
<td>Rs. in Crore</td>
<td>Rs. in Crore</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td>6</td>
<td>7 = (5-6)</td>
<td>8</td>
<td>9 (3x 7 x #)</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
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<td>3</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# Updation Factor as given below:

<table>
<thead>
<tr>
<th>For Year</th>
<th>F.Y. / Calendar Year</th>
<th>Updation Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2017-18/ 2018</td>
<td>1.00</td>
</tr>
<tr>
<td>2</td>
<td>2016-17/ 2017</td>
<td>1.05</td>
</tr>
<tr>
<td>3</td>
<td>2015-16/ 2016</td>
<td>1.10</td>
</tr>
<tr>
<td>4</td>
<td>2014-15/ 2015</td>
<td>1.15</td>
</tr>
<tr>
<td>5</td>
<td>2013-14/ 2014</td>
<td>1.20</td>
</tr>
</tbody>
</table>

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

…………………………. 
………………………….
Signature, name and designation of Authorised Signatory

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

Date: Place 

…………………………. 
………………………….
Name of the Statutory Auditor”s firm: 
Seal of the audit firm: (Signature, name and designation and Membership No. of authorized signatory)
Appendix - IA

Annexure-VI A

Format for information to be furnished by Technically Responsive Bidders regarding updated Bid capacity as on upto two days (48 hours) before financial opening date:

1. Name of instant project :-
2. Name of Technically Responsive Bidder :-
3. Details of Lowest/accepted bid price declared in favour of the Technically Responsive Bidder( either sole or JV) in any other project between the date of Bid submission and two days (48 hours) before the financial bid opening date.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of Work</th>
<th>Details and contact nos. email of Bid inviting authority</th>
<th>Lowest bid price as per financial bid opening (Rs. In lakhs)</th>
<th>Date &amp; time when Financial bid was opened</th>
<th>Date of LOA in case issued</th>
<th>Remarks, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I/We hereby confirm that the information furnished above are latest and true to the best of my/our knowledge. We/I undertake to bear consequences as per provision as per provision of TENDER in case of any mentioned is found to be incorrect.

Authorised signatory

Name

Place Date
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 sisters concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/Managers/employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-
(A.K. Tewari)
Under Secretary to the Government of India
APPENDIX - II

Bank Guarantee for BID Security
(Refer Clauses 2.1.6 and 2.20.1)

B.G. No. Dated:

1. In consideration of you, Engineering Project (India) Limited, Core-3, Scope Complex, 7, Lodhi Road, New Delhi-110003 (hereinafter referred to as the “Employer”, 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 …………………… (hereinafter referred to as “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns), for Construction of Balance work From Kaletwa to Indian Myanmar Border (Zorinpui) from km 60.700 to km 109.2 in Myanmar Work on EPC basis (hereinafter referred to as “the Work”) pursuant to the tender Document dated ………….. issued in respect of the work 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 2.1.6 read with Clause 2.1.7 of the tender Document irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the tender Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. 3.77 crore (Rupees Three Crore seventy seven Lacs 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 fulfill 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 Employer 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 Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer, by reason of failure of the Bidder to fulfill and comply with the terms and conditions contend 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. 3.77 Crores (Rupees three Crores Seventy Seven Lacs 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 Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amount under this Guarantee have been paid.

5. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment 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 Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
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 Employer shall be entitled to treat the Bank as the principal debtor. The Employer 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 Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer 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 Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer 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 Employer 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 Employer 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 unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer 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. 3.67 Crore (Rupees Three Crores Sixty Seven Lacs Only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority served a written claim on the Bank in accordance with Paragraph 9 hereof, on or before (indicate date failing 180 days after the Bid Due Date).

14. This guarantee shall 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.

Signed and Delivered by ………………………….. Bank
By the hand of Mr. /Ms …………………….. its …………………… and authorized
official.

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

Format for Power of Attorney for signing of BID
(Refer Clause 2.1.8)

Know all men by these presents, We…………………………………………….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ……………….. son/daughter/wife of ……………………………….. and presently residing at …………………, who is presently employed with us/ Lead member of our Joint Venture and holding the position of ………………………………. , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Construction of balance work of Two Lane Road on NH Specifications From Kaletwa to India-Myanmar Border (Zorinpui) from km 60.700 to km 109.2 in Chin State of Myanmar to be executed on EPC mode 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 Employer, representing us in all matters before the Employer, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Employer 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 Employer.

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 ……………………..

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)

(Notearised)
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 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 Apostille certificate.

Power of attorney notarised as per laws of land of Myanmar for Myanmar based Bidders.
APPENDIX-IV
Format for Power of Attorney for Lead Member of Joint Venture
(Refer Clause 2.1.9)

Whereas the Executive Director, Engineering Projects (i) Limited, A Govt. of India Enterprise (“the Employer”) has invited BIDs from prequalified applicants for the Construction of Balance work of Two Lane Road on NH Specifications From Kaletwa to India-Myanmar Border (Zorinpui) from km 60.700 to km 109.2 in Chin State of Myanmar to be executed on EPC mode (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 ………, (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.

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

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(Executants)

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

Witnesses:
1.
2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*
INTEGRITY PACT

Between

Engineering Projects (India) Ltd. (EPI) hereinafter referred to as “The Principal”,

And

………………………………………………… hereinafter referred to as “The Bidder / Contractor”

Preamble

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, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

   a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

   c) The Principal will exclude from the process all known prejudiced persons.
2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / contractor(s)

1) The Bidder(s) / Contractor(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) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

   b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

   c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

   d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, If any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines
all the payments made to the Indian agent / representative have to be in Indian Rupees only.

e) The Bidder(s) / Contractor(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.

2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and execution from further contracts

(1) If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.

(2) If the Bidder/ Contractor has committed a serious transgression through a violation of section – 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(3) If the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
Section 4 - Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise 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.

Section 6 - Equal treatment of all Bidders / Contractors / subcontractors

1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors the commitment consistent 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 and Contractors.

3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor 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.

Section 8 - Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, EPI.

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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 application to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.

4) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the independent External Monitor shall give an opportunity to the Bidder/ Contractor to present its case before making its recommendations to the Principal.

5) The Monitor will submit a written report to the Chairman EPI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and
should the occasion arise, submit proposals for correcting problematic situations.

6) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the EPI Board.

7) If the Monitor has reported to the Chairman EPI, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman EPI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8) The word “Monitor” would include both singular and plural.

9) Independent External Monitor shall be required to maintain confidentially of the information acquired and gathered during their tenure/ role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

10) Independent External Monitor(s) shall be required to furnish an Undertaking and disclose before taking any assignment that he/ she has no interest in the matter or connected with the party (Bidder/ Contractor) in any manner.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contactor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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 EPI.

Section 10 - Other provisions

1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

___________________ (For & On behalf of Bidder / Contractor)

___________________ (For & On behalf of the Principal)

(Office Seal) (Office Seal)

Place ----------------

Date ----------------
Witness 1:

(Name & Address)
Witness 2:

(Name & Address)
APPENDIX V
Format for Joint Bidding Agreement for Joint Venture
( refer clause 2.1.9 & 2.1.15 (g) )
(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)

The above mentioned parties of the First, Second Part are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

A. Engineering Projects (I) Limited, A govt. of India Enterprise, represented by Chairman cum Managing Director having its registered offices at Core-3, SCOPE Complex, &, Institutional area, Lodhi Road, New Delhi (hereinafter referred to as the “EPI” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids”) by its NIT No.----------- ----- dated ............ (the “NIT”) for award of contract for Construction of Balance work of Two Lane Road on NH Specifications From Kaletwa to India-Myanmar Border (Zorinpui) from km 60.7 00 to km 109.200 in Chin State of Myanmar to be executed on EPC mode Project (the “Project”).

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 Bid document and other bid documents in respect of the Project, and

C. It is a necessary condition under the Bid 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 capitalized terms shall, unless the context otherwise requires, have the Meaning ascribed thereto under the NIT.

2 Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “Joint Venture”) or 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 India.

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 until the Appointed Date under the EPC Contract;

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

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:

Further, the Lead Member shall itself undertake and perform at least 30 (thirty) per cent of the total length of the project highway

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

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

15.2 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

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

In the presence of:
Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been execute.