

Request for Proposal

For

जिलाबारा मे नलकाफाटक(संख्या 36E)पर आर०ओ०बी०
का निर्माण(बारा—अटरू)
Railway Km. 63/7-9 Kota Indore Section

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

**Public WorksDepartment (PWD)
Government ofRajasthan**

June 2026

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OFFICE OF THE ADDITIONAL CHIEF ENGINEER
P.W.D. ZONE KOTA, RAJASTHAN
Notice Inviting Bid No.08/2025--26

NIT No. 1948

Dated 25.05.2026

RFP for of जिलाबारा मे नलकाफाटक(संख्या 36E)पर आर0ओ0बी0 का निर्माण(बारा-अटरु) Railway Km. 63/7-9 Kota Indore Section

The Rajasthan Public Works Department is engaged in the development of Highways & Bridges and ROBA as part of this endeavor. जिलाबारा मे नलकाफाटक(संख्या 36E)पर आर0ओ0बी0 का निर्माण(बारा-अटरु) Railway Km. 63/7-9 Kota Indore Section through an Engineering, Procurement and Construction (EPC) Contract

The Rajasthan PWD now invites bids from eligible contractors for the following project on road Roteda to Sogariya Road:

Name of work	Estimated Project Cost (Rs in Lacs.)	Completion period	Maintenance period
जिलाबारा मे नलकाफाटक(संख्या 36E)पर आर0ओ0बी0 का निर्माण(बारा-अटरु) Railway Km. 63/7-9 Kota Indore Section	3032.55	15 Months	10 years / 120 Months

The complete BID document can be viewed/downloaded from official portal of the Rajasthan Government – procurement website <http://www.eproc.rajasthan.gov.in> or <http://sppp.rajasthan.gov.in> from 02.06.2026 to 22.06.2026 (up to 18.00 Hrs. IST). Bidder must submit its Financial bid and Technical Bid at <https://eproc.rajasthan.gov.in> on or before 22.06.2026 (up to 18.00 hours IST). Bids received online shall be opened on 24.06.2026 (at 15.00 hours IST).

Bid through any other mode shall not be entertained. The Bidders shall also deposit

(a) Bid Security / Earnest Money 2% - Rs. 6065100.00

½% - Rs. 1516275.00

Budget Head - 8443 - 00 - 108 - 00 - 00 (निर्माण विभागो)

(b) Tender Cost - Rs. 20000.00

Budget Head - 0075 - 00 - 800 - 52 - 01 (निर्माण शुल्क)

(c) RISL Fee - Rs. 2500.00

Budget Head - 8658 - 00 - 102 - 16 - 02 (निर्माण विभागो)

on "eGRAS Online Government Receipts Accounting System" in favor of Executive Engineer PWD, Division Baran through single challan

या

(d) Bid Security / Earnest Money - 2% - Rs. 6065100.00
½% - Rs.1516275.00

Budget Head - 8443 - 00 - 108 - 00 - 00 (निर्माणविभाग)

बिडसिक्यूरिटी (बोली प्रतिभूति) बैंकचैक/ मांगदेय ड्राफ्ट/ अनुसूचितबैंक की
बैंकगारन्टी, एफडीआर, अनुसूचितबैंक की डिपोजिट एटकोलरसीदसे
भीजमाकरायीजासकतीहै।

अधोहस्ताक्षरकर्ता के कार्यालय मेंदिनांक23.06.2026कोसायं 4.00 बजेतकबिडसिक्यूरिटी
(बोली प्रतिभूति)मूल दस्तावेजकार्यालय में इस प्रयोजनार्थ
एवंनिविदाबॉक्समेंजमाकरायाजानाआवश्यकहै।

**Additional ChiefEngineer,
PWDZoneKota, Rajasthan
Email:acepwdkota@rediffmail.com**

DISCLAIMER

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

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

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

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

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

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

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

GLOSSARY

Agreement	As defined in Clause 1.1.4
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 1.2.1
Bidding Documents	As defined in Clause 1.1.5
BID Due Date	As defined in Clause 1.1.5
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
Construction Period	As defined in Clause 1.2.6
Conflict of interest	As defined in Clause 2.2.1(c)
Defect Liability Period	As defined in Clause 1.2.6
Eligible Experience	As defined in Clause 2.2.2.5(i)
Eligible Projects	As defined in Clause 2.2.2.5(i)
EPC	As defined in Clause 1.1.1
EPC Contract	As defined in Clause 1.1.2
Estimated Project Cost	As defined in Clause 1.1.3
Feasibility Report	As defined in Clause 1.2.3
Financial Capacity	As defined in Clause 2.2.2.3(i)
Government	Government of Rajasthan
Joint Venture	As defined in Clause 2.2.1
Jt. Bidding Agreement	As defined in Clause 2.1.11(f)
Lead Member	As defined in Clause 2.1.11(c)
Lowest Bidder	As defined in Clause 1.2.6
LOA	As defined in Clause 3.3.4
Net Worth	As defined in Clause 2.2.2.9(ii)
Performance Security	As defined in Clause 2.21.1
Additional Performance Security	As defined in Clause 2.21.1
Project	As defined in Clause 1.1.1
Re. or Rs. Or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.3.1
Technical Capacity	As defined in Clause 2.2.2.2(i)
Tie Bids	As defined in Clause 3.3.2
Threshold Technical Capacity	As defined in Clause 2.2.2.2(i)

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

**OFFICE OF THE ADDITIONAL CHIEF ENGINEER,
P.W.D. ZONE KOTA, RAJASTHAN**

SECTION 1

INTRODUCTION

1.1 Background

- 1.1.1** The Public Works Department of Government of Rajasthan, represented by Chief Engineer PWD Jaipur, Rajasthan (the “Authority”) is engaged in the development of Highways & Bridges and ROB as part of this endeavor, the Authority has decided to undertake **जिलाबारा मे नलकाफाटक (संख्या 36E) पर आर०ओ०बी० का निर्माण (बारा-अटरू) Railway Km. 63/7-9 Kota Indore Section** through an Engineering, Procurement and Construction (the “EPC”) Contract, and has decided to carry out the bidding process for selection of a Bidder to whom the Project may be awarded. A brief description of the project may be seen in the Information Memorandum of the Project at the Rajasthan Government e-procurement website <http://www.eproc.rajasthan.gov.in> or <http://sppp.rajasthan.gov.in>. Brief particulars of the Project are as follows:

Name of the Project	Length in Km	Estimated Project Cost (In Rs. Lacs)	No of Years / Months for completion of work
जिलाबारा मे नलकाफाटक (संख्या 36E) पर आर०ओ०बी० का निर्माण (बारा-अटरू) Railway Km. 63/7-9 Kota Indore Section	1 Nos ROB	3032.55	1.25 Years / 15 Months

- 1.1.2** The selected Bidder (the “Contractor”) shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “EPC Contract”) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period. The scope of work will broadly include **जिलाबारा मे नलकाफाटक (संख्या 36E) पर आर०ओ०बी० का निर्माण (बारा-अटरू) Railway Km. 63/7-9 Kota Indore Section** to standards with construction of **ROB** new pavement, rehabilitation of existing pavement, ——— construction and/or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, etc. and maintenance of the Project during the Defect Liability Period, which shall be 10 years.
- 1.1.3** The 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.
- 1.1.4** The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor’s services and obligations.

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

1.2 Brief description of Bidding Process

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

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

- 1.2.2 The Bid shall be valid for a period of 165 (One Hundred Sixty five) days from the date specified in Clause 1.3 for submission of Bids.

- 1.2.3 The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "**Feasibility Report/Detailed Project Report**") is also enclosed. The Feasibility Report / Detailed Project Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report/Detailed Project Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report/Detailed Project Report. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents. However, Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "**Feasibility Report/Detailed Project Report**") is not required in case of maintenance works like PR/HIPR to be taken on EPC mode.

- 1.2.4 A Bidder is required to submit, along with its BID, Bid Security/Earnest money favor of Executive Engineer PWDD N Baran to be deposited one Grasp portal through E-Challan (office ID 14190) under budget head 8443-00-108-00-00PWD)

- (a) Bid Security / Earnest Money 2% -Rs. 6065100.00 (For unregistered bidder)

½% - Rs.1516275.00 (For PWD unregistered bidder)

Or

- (b) Bid Security / Earnest Money 2% -Rs. 6065100.00.

½% - Rs.1516275.00

Budget Head - 8443 - 00 - 108 - 00 - 00 (निर्माण विभागो)

बिडसिक्यूरिटी (बोली प्रतिभूति) बैंक रचैक / मांगदेय ड्राफ्ट / अनुसूचित बैंक की बैंक गारन्टी, एफडीआर, अनुसूचित बैंक की डिपोजिट

एटकॉलरसीदसे भीजमाकरायीजासकतीहै।

1.2.5 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.

1.2.6 BIDs will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "**BID Price**"). The total time allowed for completion of construction under the Agreement (the "**Construction Period**") and the period during which the Contractor shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "**Defect Liability Period**") shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents.

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

1.2.7 Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 2.1.12 (b) (4) & Clause 3.3.1, the Authority shall annul the Bidding Process and invite fresh BIDs. (Amended vide Ministry OM No. NH-35014/35/2020-H-Part (II) (E-196662) dated 16.12.2021)

1.2.8 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.2.9 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with identification/ title: "Queries / Request for Additional Information: RFP **जिलाबारा मे नलकाफाटक(संख्या 36E)पर आर0ओ0बी0 का निर्माण(बारा-अटरू)Railway Km. 63/7-9 Kota Indore Section**

1.2.10 A Bidder is required to submit, along with its technical BID, a self-certification that the item offered meets the local content requirement for 'Class I local Supplier'/'Class II local Supplier', as the case may be. The self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as 'Non-Local Supplier'.

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

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

(ii) 'Class II local Supplier' means a supplier or service provider, whose goods,

services or works offered for procurement, meets the minimum local content as prescribed for 'Class - II local Supplier' under this RFP. The 'local content requirement to categorize a supplier as 'Class II local Supplier' is minimum 20%.

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

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

In case of procurement for a value in excess of Rs.10 Crores, the 'Class I local supplier' / 'Class II local supplier' shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(added vide Ministry OM No. NH-35014/35/2020-H-Part(II) (E-196662) dated 16.12.2021)

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	25.05.2026
2.	Last date for receiving queries	12.06.2026 at 11.00 AM at Additional Chief Engineer, P.W.D. Zone Kota
3.	Pre-BID meeting at venue 2.11.4 (i)	12.06.2026 at 11.00 AM at Additional Chief Engineer, P.W.D. Zone Kota
4.	Authority response to queries latest by	12.06.2026
5.	Last date of Request for BID Document	22.06.2026 up to 6.00 PM
6.	BID Due Date	22.06.2026 up to 6.00 PM
7.	Physical Submission of Bid Security/POA etc	23.06.2026 up to 4.00 PM at Additional Chief Engineer, P.W.D. Zone Kota
8.	Opening of Technical BIDs at venue 2.11.4 (i)	24.06.2026 after 3.00 PM
9.	Declaration of eligible / qualified Bidders	To be Announced
10.	Opening of Financial BID	To be Announced
11.	Letter of Acceptance (LOA)	After Approval of Tender
12.	Return of signed duplicate copy of LOA	Within 7 days of issue of LOA
13.	Validity of BID	165 days from BID Due Date

14.	Submission of Performance Security (PS) and Additional Performance Security (APS), if any	Within 15 days of receipt of LOA.
15.	Signing of Agreement	Within 15 days from the issue of LOA

SECTION-2

INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

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

2.1.10 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in clause 2.2.

2.1.11 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:

Applicable for project costing more than Rs. 30.00 Crore as per circular of CE PWD dated 04.05.2023

- ~~(a) Number of members in a Joint Venture shall not exceed 3(Three);~~
- ~~(b) subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;~~
- ~~(c) Members of the Joint venture shall nominate one member as the lead member (the "Lead Members") Lead member shall meet at least 60% requirement of bid Capacity, Technical and Financial Capacity, required as per Clause 2.2.2.1, 2.2.2.3. the nominations(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Joint Venture Other Members(s) shall meet at least 20% requirement of Bid Capacity, Technical and Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3 (except otherwise specified in RFP) and the JV as a whole shall cumulatively/collectively fulfil the 100% requirement: Provided further that, In the case of a Joint Venture (JV), each member is required to hold a minimum of 26% (twenty six percent) in the JV~~
- ~~(d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;~~
- ~~(e) the Lead Members shall itself undertake and perform at least 51 (fifty one) percent of the total length of the Project Highway;~~
- ~~(f) members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix V (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
 - ~~(i) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;~~
 - ~~(ii) commit the approximate share of work to be undertaken by each member conforming to sub-clause 2.1.11 (e) mentioned above;~~
 - ~~(iii) include a statement to the effect that all members of the Joint Venture shall be jointly and severally for all obligations of the Contractor in relation to the Project until the Defect Liability Period is achieved in accordance with the EPC Contract; and~~~~
- ~~(g) except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement.~~
- ~~(h) No Joint Venture up to Estimate Project Cost of Rs. 100 crores (One Hundred Crores). However, Joint Venture for any Estimated Project Cost is permissible in case of maintenance works to be taken up on EPC mode.~~

- 2.1.12 While bidding is open to persons from any country, the following provisions shall apply:
- (a) Where, on the date of the Application, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in the L-1 Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India, then the eligibility and award of the project to such L-1 Bidder shall be subject to approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such time. The decision of the authority in this behalf shall be final and conclusive and binding on the Bidder.
 - (b) Further, where the LoA of a project has been issued to an agency, not covered under the category mentioned above, and it subsequently wishes to transfer its share capital in favour of another entity who is a resident outside India or where a Bidder or its Member is controlled by persons resident outside India and thereby the equity capital of the transferee entity exceeds 50% or above, any such transfer of equity capital shall be with the prior approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such point in time.
 - (2) The holding or acquisition of equity control, as above shall include direct or indirect holding, acquisition, including by transfer of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.
 - (3) The Bidder shall promptly inform the authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding process.
 - (4) In case the L-1 Applicant under (a) above is denied the security clearance, for whatsoever reasons, then the applicants emerging as L-2, L-3 eligible Bidders (in that order) may be given a counter-offer (one by one sequentially) to match the bid of L-1 applicant/preferred Bidder. In the event of acceptance of the counter-offer by another eligible Bidder, the project may be awarded to such Bidder. In case no applicant matches the bid of the L-1 applicant, the bid process shall be annulled and fresh bids invited.
- 2.1.13 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 2.1.14 The Bidder, including an individual or any of its Joint Venture member, should not be a non-performing party on the bid submission date. The Bidder, including any Joint

Venture Member, shall be deemed to be a non-performing party (not applicable to the project whose contract is terminated by the Authority) if it attracts any or more of the following parameters:

- (i) Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the Independent Engineer due to Authority's default;
- (ii) Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Authority;
- (iii) Physical progress on any project is not commensurate with the funds released (equity + debt + grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;
- (iv) Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;
- (v) Fails to fulfill its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this behalf;
- (vi) Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.
- (vii) Fails to make premium payments excluding the current installment in one or more projects.
- (viii) Damages/ Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.
- (ix) Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).
- (x) Fails to submit the Performance Security within the permissible period in more than one project(s).
- (xi) Rated as an unsatisfactory performing entity/ non-performing entity by an independent third party agency and so notified on the website of the Authority.
- (xii) Has Failed to perform for the works of Expressways, National Highways, ISC & EI works in the last 2 (two) years, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against the Bidder, including individual or any of its Joint Venture Member, as the case maybe.

- (xiii) Has been expelled or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such Bidder, including individual or any of its Joint Venture Member; Provided that any such decision of expulsion or termination of contract leading to debarring of the Bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.

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

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

- (i) details of all their on-going projects along with updated stage of litigation, if so, against the Authority /Governments;
- (ii) details of updated on-going process of blacklisting if so, under any contract with Authority/ Government; and
- (iii) details of all their on-going projects in the format at Annexure-VIII of Appendix IA (Ref Clause 10.3 (iv) of Draft EPC Agreement).

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

2.1.15 All Orders of Ministry of Finance/ DPIIT/any other Government agencies, as applicable and prevalent on the date of LOA, shall be applicable.
(added vide Ministry OM No. NH-35014/35/2020-H-Part(II) (E-196662) dated 16.12.2021)

2.1.16 Entities of countries which have been identified by Ministry of Road Transport & Highways as not allowing Indian companies to participate in their Government procurement for any item related to Ministry of Road Transport & Highways shall not be allowed to participate in Government procurement in India for all items related to Ministry of Road Transport & Highways, except for the list of items published by the Ministry of Road Transport & Highways permitting their participation.
(added vide Ministry OM No. NH-35014/35/2020-H-Part(II) (E-196662) dated 16.12.2021)

2.2. Eligibility and qualification requirements of Bidder

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

- (a) The Bidder may be a single entity or a group of entities (the “Joint Venture”), coming together (Applicable for project costing more than Rs. 30.00 Crore as per circular of CE PWD dated 04.05.2023) to implement the Project. The term Bidder used herein would apply to both a single entity and a Joint Venture. (Applicable for project costing more than Rs. 30.00 Crore as per circular of CE PWD dated 04.05.2023) However, in case the estimated cost of the project for which bid is invited is up to Rs. 30 Crore, then Joint Ventures shall not be allowed.

(b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.1.11 above. Applicable for project costing more than Rs. 30.00 Crore as per circular of CE PWD dated 04.05.2023

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

~~(i) the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or~~

Each Partner of JV must meet more than 30% of the requirement criteria of Financial experience and special Construction Experience. Lead partner must have more than 50% of above Criteria. (as per circular of CE PWD D-282 dated 04.05.2023)

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or

(iv) such Bidder has the same legal representative for purposes of this Application as any

other Bidder; or

- (v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/parties, that put 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) For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply:
- (i) Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No.1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA.
 - (ii) **“Bidder from a country which shares a land border with India” means:**
 - a) An entity incorporated, established or registered in such a country, or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established; or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - (iii) **“Beneficial owner for the purpose of (ii) above means:**
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association of body of individual;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of

senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (iv) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- (v) The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.2.1(d)(ii) above

Certificate regarding Compliance:

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

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

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

Validity of Registration:

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

(added vide Ministry OM No. NH-35014/35/2020-H-Part(II) (E-196662) dated 16.12.2021)

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 = $(A * N * 3 - B)$, as per specified by AD for projects having value less than Rs. 50 Cr

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

A = Max. Value of Civil Engineer works executed in any one Year during the last 5 Years

B = Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which the bidder has emerged as winner of the bids or on-going works to be completed during the period of completion of the works for which Bid is invited. For the sake of clarification, it is mentioned that works for which bidder has emerged as the winner of the bids but LOA has not been issued as on the day before opening the financial bids shall also be considered while calculating value of B.

(amended vide Ministry OM No. NH-35014/35/2020-H-Part(II) (E-196662) dated 16.12.2021)

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

Note:

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

(Amended vide Ministry OM No. NH-35014/35/2020-H-Part(II) (E-196662) dated 16.12.2021)

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

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

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

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

(Added vide Ministry OM No. NH-35014/35/2020-H-Part(II) (E-196662) dated 16.12.2021)

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, as further adjusted in accordance with clause 2.2.2.5

(i) & (ii), is more than **Rs 2274.41 Lacs (Rs. Two Thousand Two Hundred Seventy Four Lacs & Forty One Thousand only)** (the “**Threshold Technical Capacity**”)

(Refer the amendment no. NH-35014/35/2020-H dated 02.11.2020)

(ii) For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels):

Provided that at least either of the following

i) Two similar completed Works cost not less than amount equal to 25% each of estimate cost

Or

ii) One similar completed work costing not less than amount equals to 35% each of estimate cost

shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. Certificate (s) from the concerned client (s) shall be required for the same. In case the claimed project / (s) are subcontracting / JV Project in such a case approval from Govt. Authority / Client is required (restricted to allowable sub contracting limit/ JV share in original contract (D1)

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 the above mentioned criteria in the last 5 (five) financial years preceding the Bid due date or till the Bid Due Date. Project Costs shall include the following

- (a) Widening / reconstruction / up gradation works on NH/ SH/ Expressway or on any category of road taken up under CRF, ISC / El., SARDP LWE
- (b) Widening / reconstruction / up gradation works on MDRs with gradation works on MDRs with loan assistance from multilateral agencies from multilateral agencies or on BOT basis
- (c) Widening / reconstruction / up gradation works of roads in Municipal Corporation limits construction of Bypasses
- (d) Construction of Stand alone Bridges, ROBS tunnels
- (e) Construction/ reconstruction of linear project like airport runways
- (f) Viaducts of Railway / Metro
- (g) Container yard of ports

If any Major Bridge / ROB/ Flyover / Tunnel is (are) part of the project, then the sole bidder or in case the Bidder being a Joint Venture any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major Bridge / ROB / Flyover / Tunnel in the last 7 (Seven) financial years preceding the Bid due date or till the Bid Due date i.e. shall have completed at least one similar Major Bridge / ROB/ Fly over having length equal to or greater than.

- (a) In Case longest span of Bridge / ROB/ flyover is less than or equal to 60m no additional qualification is required
- (b) When longest span is more than 60 m :80% of longest span or 100m whichever is less of the structure proposed in this project 40% of the length Major Bridge / ROB / Flyover or 2 Km. Whichever is less of the structure proposed in this project.

And in case of tunnel if any shall have completed construction of at least on tunnel consisting of single or twin tubes (including tunnel (s) for roads / Railway / Metro rail / irrigation / hydro – electric projects etc) having at least.

- (a) In case Tunnel is a part of project having length less than or equal o 200 m then no additional qualification is required.
- (b) When length of tunnel more than 200 m : 80% of the cross sectional area of proposed tunnel or two lane highway tunnel cross sectional area whichever is less and 40% length of the tunnel to be constructed (other than cut and cover method) in this project or 2 Km. whichever is less

(refer the amendment no. RW/ NH-24036/28/2025 – BP & SP (Computer No.248457) dated 29.04.2025)

(iii) For Stand-alone specialized projects:

- (a) **Major Bridges/ROB/Flyovers projects:** The sole Bidder or in case the Bidder being a Joint Venture, Lead member of Joint Venture shall have completed atleast one similar Major Bridge/ROB/Flyovers project in the last 7 (seven) financial years preceding the Bid Due Date or till the Bid Due Date, having span equal to or greater than 80% of the longest span or 100m, whichever is less of the structure proposed in this project and 40% of the length Major Bridge/ROB/flyover or 2 km, whichever is less and also the cost of such similar project shall be atleast

- i. Two similar completed works length not less than or equals to 25% each of cost of the Major Bridge/ROB/Flyovers (for last seven year).
- Or
- ii. One similar completed work length not less than equals to 35% of cost of the Major Bridges/ROB/Flyovers (for last seven year).

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 the above mentioned criteria Certificate(s) from the concerned client(s) shall be required for the same. In case the claimed project /(s) are subcontracting/ JV project in such a case Approval from Govt. Authority/Client is required (restricted to allowable sub-contracting limit/JV share in original contract. [D2]

(refer the amendment no. RW/ NH-24036/28/2025 – BP & SP (Computer No.248457) dated 29.04.2025)

- (b) **Tunnel project:** The sole Bidder or in case the Bidder being a Joint Venture, Lead member of Joint Venture shall have completed atleast one tunnel project in the last 7 (seven) financial years preceding the bid Due Date or till the Bid Due Date, consisting of single or twin tubes (including tunnel (s) for roads/railway/Metro rail / irrigation / hydro – electric projects etc.)having atleast 80% of the cross-sectional area of the tunnel to be constructed other than Cut & Cover method or cross sectional area of 2 lane highway tunnel, whichever is less and 40% length of the tunnel.

To be constructed in this project or 2 km, whichever is less and the cost of such project shall be atleast

- i. Two similar completed works length not less than or equals to 25% each of cost of the tunnel.
- Or
- ii. One similar completed work length not less than equals to 35% of cost of the tunnel.

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 the above mentioned criteria Certificate(s) from the concerned client(s) shall be required for the same. In case the claimed project /(s) are subcontracting/ JV project in such a case Approval from Govt. Authority/Client is required (restricted to allowable sub-contracting limit/JV share in original contract).

(refer the amendment no. RW/ NH-24036/28/2025 – BP & SP (Computer No.248457) dated 29.04.2025)

- (iv) The updation factor to update the price of the eligible projects for the year indicated in table below:

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

2.2.2.3

Financial Capacity:

(i) The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of **Rs 151.63 Lacs (Rs. One Hundred Fifty One Lacs & Sixty Three Thousand only)** at the close of the preceding financial year.

(ii) The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of **Rs 606.53 Lacs (Rs. Six Hundred Six Lacs & Fifty Three Thousand only)** for the last 5 (five) financial years.

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

(refer the amendment no. NH-35014/35/2020-H dated 02.11.2020)

This amount should be 20% (Twenty percent) of the Estimated Project Cost of the Project for which bids are being invited

(refer the amendment no. RW/ NH-24036/28/2025 – BP & SP (Computer No.248457) dated 29.04.2025)

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

- ~~(i) The Bid Capacity, Technical Capacity and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 60%~~

~~requirement of Bid Capacity, Technical and Financial Capacity as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3 and each of other JV members shall meet at least 20% requirement of Bid Capacity, Technical and Financial Capacity individually as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3. For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria i.e. JV shall cumulatively/collectively fulfill the 100% requirement.~~

- ~~(ii) For requirement of 2.2.2.2 (ii), one similar work of 20% of Estimated Project Cost should have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5 individually by any of the JV members as a single work.~~

~~(refer the amendment no. NH-35014/35/2020-H dated 02.11.2020)~~

Applicable for project costing more than Rs. 30.00 Crore as per circular of CE PWD dated 04.05.2023

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:

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

(refer the amendment no. NH-35014/35/2020-H dated 02.11.2020)

- (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 RFP:
- Highways sector would be deemed to include highways, expressways, bridges, tunnels, runways, (Viaducts of Railways/ Metro Container yard of ports and
 - Core sector would be deemed to include civil construction cost of power sector, commercial setups (SEZs etc.) airports, industrial parks/estates, logistic parks, pipelines, irrigation, water supply, sewerage, stadium, hospitals, hotel, smart city, warehouse/Silos, Oil and gas and real estate development. Core sector will also include the projects with the title of RIDF, PMGSY road, link road, city

roads, Sruralroad, sector/municipality road, real estate projects which demonstrate road development/construction bridges or culverts, Performance-Based Maintenance Contracting work (PBMC), O&M work, Short Term Maintenance Contract (STMC), railways (construction/re-construction of railway tracks, etc.) metro rail and ports (including construction /reconstruction cost of Jetties, any other linear infrastructure including bridges etc.).

(refer the amendment no. RW/ NH-24036/28/2025 – BP & SP (Computer No.248457) dated 29.04.2025)

- (I) In case of projects executed by applicant under category 3 and 4 as a member of Joint Venture, the project costs 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 other member(s) is also executed by the applicant, then the total share executed by applicant can be considered for determining eligibility as per provision under clause 2.2.2.2(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 & rehabilitation, one time maintenance, permanent protection work of bank, external pre stressing, repair of central hinge, short term OMT contract of NHAI, any type of work related to border fencing, work of earthwork alone, construction of buildings/ hostels, etc, or not specified, shall not be considered. However, such maintenance works shall be considered as eligible projects in case of Maintenance works to be taken up on EPC mode.

(refer the amendment no. NH-35014/35/2020-H dated 02.11.2020)

- (III) The works such as Improvement in Riding Quality work (IRQP/IRQ), shall be considered for Technical Capacity [2.2.2.2 (i)] but not for single completed works [2.2.2.2 (ii)]. However, such work shall be considered for single completed works [2.2.2.2 (i)] in case of Maintenance works to be taken up on EPC mode.
- (IV) Project in Highway sector shall constitute the following for the purpose of consideration under category 1 or 3 as applicable, if:
 - (i) Widening / reconstruction / up-gradation works on NH / SH or on any category of road taken up under CRF, ISC/ EI, SARDP, LWE
 - (ii) Widening/ re-construction/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 road, sector/ municipality road, Bridges for railway line, work of metro rails (bridges/tunnel), real estate projects which demonstrate road development/construction bridges or culverts may be considered under category —4.
- (VI) In case both the estimated cost of project and revised cost of project are provided, the revised cost of project shall be considered for evaluation.

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

- (i) For a project to qualify as an Eligible Project under Categories 1 and 2:
 - (a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or on 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 percent) equity during the entire year for which Eligible Experience is being claimed;
 - (c) the capital cost of the project should be more than 5% of the amount specified as the Estimated Project Cost; and
(refer the amendment no. NH-35014/35/2020-H dated 02.11.2020)
 - (d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have itself undertaken the construction of the project for an amount equal to at least one half of the Project Cost of eligible projects, excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purposes of construction.
- (ii) For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received/ work executed, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of or work executed amount less than **Rs 151.63 Lacs (Rs. One Hundred Fifty One Lacs & Sixty Three Thousand only)** shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction work shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land and also cost towards pre-construction activities (like shifting of utilities etc.) shall not be included

hereunder.

(refer the amendment no. NH-35014/35/2020-H dated 02.11.2020)

- (iii) The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Joint Venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- (iv) Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture. In other words, no double counting by a Joint Venture in respect of the same experiences 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 Bidders 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 Bidders 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 RFP, net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

2.2.2.10 Deleted.

2.3 Proprietary data

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

2.4 Cost of Bidding

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

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

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

- (a) made a complete and careful examination of the Bidding Documents, Schedules annexed to EPC agreement Document;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above. No claim shall be admissible at any stage on this account.
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 herein above necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the

Agreement by the Contractor;

- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6 Verification and Disqualification

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

2.6.2 The Authority reserves the right to reject any BID and appropriate the BID Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the BID.

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

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

2.6.4. A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related to or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the

Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

B. DOCUMENTS

2.7 Contents of the RFP

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

Part –I

Invitation for BIDs

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

Appendices

- IA. Letter comprising the Technical BID including Annexure I
- to VIII B. Letter comprising the Financial BID
- II. Bank Guarantee for BID Security
- III. Power of Attorney for signing of BID
- IV. Power of Attorney for Lead Member of Joint Venture
- V. Joint Bidding Agreement for Joint Venture
- VI. Integrity Pact Format
- VII. Form of Bank Guarantee (For Performance Security)
- VIII. Format of LOA

Part –II

Agreement Document with schedules

Part – III

Detailed Project Report provided by the authority

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

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the BID Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond

to any question or to provide any clarification.

- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

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

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of BID

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those BIDs that are received online in the required formats and complete in all respects and Bid Security, Copy of online receipt/ original Demand Draft towards payment of cost of Bid document, POA and Joint Bidding Agreement etc. are received in hardcopies.

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 initialled by the person(s) signing the BID.

2.11 Documents comprising Technical and Financial BID

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

The Bidder shall then apply for the RFP on the CPPP website (<https://eproc.rajasthan.gov.in> and <https://sppp.rajasthan.gov.in>) by submitting the documents mentioned below along with the supporting documents which shall comprise of the Technical BID on the CPPP portal:

Technical Bid

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I-V 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 in favour of Executive Engineer Dn. Baran to be deposited on eGras portal under budget head 8443-00-108-00-00 PWD) or Bid Security of 2.00% and ½% of Estimated Project Cost in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well);
Bid Security / Earnest Money 2% - Rs. 6065100.00
½% - 1516275.00 Rs.
Or
Bid Security / Earnest Money 2% - Rs. 6065100.00
½% - Rs. 1516275.00

Budget Head - 8443 - 00 - 108 - 00 - 00 (निर्माण विभाग)

बिडसिक्यूरिटी (बोली प्रतिभूति) बैंक रचैक / मांगदेय ड्राफ्ट / अनुसूचित बैंक की बैंक गारन्टी, एफडीआर, अनुसूचित बैंक की डिपोजिट एट कॉलर सीड से भी जमा करायी जा सकती है।

- (g) The Bidders shall also deposit Rs. 22500.00 on "eGRAS Online Government Receipts Accounting System" in favour of Executive Engineer PWD, Division Baran through single hallan (Breakup: Rs. 20000.00 for Tender document cost, budget head 0075-00-800-52-01 PWD + Rs. 2500.00 for RISL Processing Fee, budget head 8658-00-102-(16)-(02) PWD)
- (h) Deleted;
- (i) ~~Bidder shall comply with the provisions of Office Memorandum No.~~

~~RW/NH 37010/4/2010/PIC EAP(Printing) dated 22.02.2016 and its subsequent amendments if any, issued by MoRT&H (Appendix VI) regarding Integrity Pact (IP) and the Integrity Pact (IP) duly signed by Authorised signatory shall be submitted by the Bidder with the RFP Bid & shall be part of the Contract Agreement;~~

- (j) An undertaking from the person having Po A referred to in Sub-Clause-(b) above that they agree and abide by the Bid documents uploaded by MoRT&H/NHAI and amendments uploaded, if any; and
- (k) Annexure-VIII of Appendix – IA showing details of all ongoing project works (Ref Clause 10.3 (iv) of Document for EPC Agreement).
- (l) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed.
- (m) Copies of duly audited complete annual accounts of the Bidder or of each member (in case of Joint Venture) for preceding 5 years.

The Lowest Bidder shall be required to submit original of documents listed below (before issuance of Letter of Acceptance (LOA) by the Authority.

- (a) Appendix-IA (Letter comprising the technical Bid)
- (b) Appendix-IB (Letter comprising the financial Bid)
- (c) Annex-V Statement of Legal Capacity.
- (d) Original power of Attorney for signing the BID as per format at Appendix-III
- (e) If applicable, original power of attorney for lead Member of Joint Venture as per format at Appendix-IV
- (f) If applicable, original Joint Bidding Agreement for Joint Venture as per format at Appendix-V
- (g) Bid Security of Rs Xx crore (rupees only) in the form of Insurance Surety bond (in the format at Appendix-X issued by Insurance Company authorized by insurance regulatory and Development Authority of India) or Account Payee Demand Draft or fixed Deposit Receipt or Banker's Cheque or Bank Guarantee (including e-Bank guarantee) in the format at Appendix-II from a Scheduled bank:
- (h) Bidder shall be comply with the provisions of NHAI/policy Guidelines/Vigilance/2020 policy circular No. 5.8 dated 29th December 2020 issued by NHAI and its subsequent amendments if any, issued by NHAI/MoRTH (Appendix-VI) regarding Integrity Pact (IP) and the Integrity Pact (IP) duly signed by Authorized signatory shall be submitted by the Bidder with the RFP Bid & Shall be part of the Contract Agreement and
- (i) An undertaking from the person having PoA referred to in sub Clause-(a) above that they agree and abide by the Bid documents uploaded by BHAI and amendments uploaded, if any
- (j) Copy of experience certificates apostille at foreign origin, if any
- (k) Certificate regarding compliance with Restrictions under Rule 144 (xi) of the General financial Rules (GFRs) as per format given in Appendix-XI shall be submitted by the bidder with the RFP bid duly signed by authorized signatory & shall be part of the Contract agreement and
- (l) Proof of Registration with the Competent Authority as defined in Public Procurement Order No. F No. 6/18/2019 PPD dated 23rd July 2020, if applicable (to be submitted by the "Bidder from a country which shares a land border with India")

Financial Bid

- (n) Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through e-procurement portal on or before 02.06.2026 to 22.06.2026 up to 6.00 PM

Self-Certification:

Self-certification by the Bidder that its Bid meets the Local Content requirement for 'Class - I Local supplier' / 'Class II Local supplier', as the case may be. The Self certification shall also have details of the location(s) at which the local value addition is made. In case, bidder do not submit the aforesaid Certification, the bidder will be summarily treated as Non Local Supplier.

"In case of procurement for a value in excess of Rs.10 crores, the 'Class-I Local supplier' / 'Class-II Local supplier' shall have to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or from a practicing Cost Accountant or practicing Chartered

Accountant (in respect of Suppliers other than Companies) giving the percentage of Local Content upon Construction of the Project.
(added vide Ministry OM No. NH-35014/35/2020-H-Part(II) (E-196662) dated 16.12.2021)

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 in favour of Executive Engineer Dn. Baran; to be deposited on eGras portal under budget head 8443-00-108-00-00 PWD) or Bid Security of 2.00% and $\frac{1}{2}\%$ of Estimated Project Cost in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well);
 Bid Security / Earnest Money 2% - Rs. 6065100.00
 $\frac{1}{2}\%$ - Rs. 1516275.00
 Or
 Bid Security / Earnest Money 2% - Rs. 6065100.00
 $\frac{1}{2}\%$ - Rs. 1516275.00

Budget Head - 8443 - 00 - 108 - 00 - 00
(निर्माण विभाग)

बिडसिक्यूरिटी (बोली प्रतिभूति) बैंक रचैक / मांगदेय ड्राफ्ट / अनुसूचित बैंक की बैंक गारन्टी, एफडीआर, अनुसूचित बैंक की डिपोजिट एटर्नल रसीद से भी जमा करायी जा सकती है।

- (e) The Bidders shall also deposit Rs. 22500.00 on "eGRAS Online Government Receipts Accounting System" in favour of Executive Engineer PWD, Dn. Baran through single challan (Breakup: Rs. 20000.00 for Tender document cost, budget head 0075-00-800-52-01 PWD + Rs. 2500.00 for RISL Processing Fee, budget head 8658-00-102-(16)-(02) PWD)
- (f) Deleted.
- ~~(g) Bidder shall comply with the provisions of Office Memorandum No. RW/NH-37010/4/2010/PIC-EAP(Printing) dated 22.02.2016 and its subsequent amendments if any issued by MoRT&H (Appendix VI) regarding Integrity Pact (IP) and the Integrity Pact (IP) duly signed by Authorized signatory shall be submitted by the Bidder with the RFP Bid & shall be part of the Contract Agreement; and~~
- (h) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by MoRT&H/NHA and amendments uploaded, if any

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 जिला बारा मे नलका फाटक (संख्या 36E) पर आरओबी का**"

निर्माण(बारा-अटारु)Railway Km. 63/7-9 Kota Indore Section” and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right hand top corner of the envelope.

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

ATTN.OF:	Mr. Nishoo Gupta
DESIGNATION	
ADDRESS:	Additional Chief Engineer PWD Zone Kota
PHONE NO:	0744-2450574
FAX NO:	0744-2450574
E-MAIL ADDRESS	acepwdkota@rediffmail.com

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

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

2.12 **BID Due Date**

Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement Rajasthan Portal website <https://eproc.rajasthan.gov.in> on or before 6.00PM on **22.06.2026**. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before 4:00 PM IST on **23.06.2026** at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.

2.13 **Late BIDs**

E-procurement portal Rajasthan Portal website <https://eproc.rajasthan.gov.in> shall not allow submission of any Bid after the prescribed date and time at clause 2.12. Physical receipt of documents listed at clause 2.11.2 of the RFP after the prescribed date and time at clause 2.12 shall not be considered and the bid shall be summarily rejected.

2.14 **Procedure for e-tendering**

2.14.1 Accessing/ Purchasing of BID documents

2.14.1.1 It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organisation / Owner of the Firm or Organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from

the link www.cca.gov.in) to participate in e-tendering of MoRT&H/ NHAI/NHIDCL/BRO/StatePWD.

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

2.14.1.2 To participate in the bidding, it is mandatory for the Bidders to get registered their firm

/ Joint Venture with e-procurement portal <https://eproc.rajasthan.gov.in> to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

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

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

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

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

2.14.1.4 The complete BID document can be viewed / downloaded by the Bidder from e- procurement portal <https://eproc.rajasthan.gov.in> from 02.06.2026 to 22.06.2026 (upto 6.00 PM).

2.14.1.5 Deleted

2.14.2 Preparation & Submission of BIDs:

2.14.2.1 The Bidder may submit his Bid online following the instructions appearing on the screen. The detailed guidelines for e-procurement is also available on e-procurement portal.

2.14.2.2 The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or RAR format such that file size is not more than 30 MB) and uploaded during the on-line submission of BID.

2.14.2.3 Bid must be submitted online only through e-procurement portal <https://eproc.rajasthan.gov.in> using the digital signature of authorised representative of the Bidder on or before 22.06.2026 (up to 6.00 PM).

2.14.3 Modifications/ Substitution/ withdrawal of BIDs

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

2.15 Online Opening of BIDs.

- 2.15.1 Opening of BIDs will be done through online process.
- 2.15.2 The Authority shall on-line open Technical BIDs on **24.06.2026 after 3.00 PM**, 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 Authority will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.

2.16 Rejection of BIDs

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

2.17 Validity of BIDs

The BIDs shall be valid for a period of not **less than 165 (One Hundred Sixty five)** days from the BID Due Date. The validity of BIDs may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the BID, in confidence and will require all those who have access to such

material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

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

D. BID SECURITY

2.20 BID Security

2.20.1 Bid security in favour of Executive Engineer PWDDn. Baran ; to be deposited on eGrasportal under budget head 8443-00-108-00-00 PWD) or Bid Security of 2.00% and ½% of Estimated Project Cost in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well);.

Bid Security / Earnest Money 2% - Rs. 6065100.00
½% - Rs. 1516275.00

Or

Bid Security / Earnest Money 2% - Rs. 6065100.00
½% - Rs. 1516275.00

Budget Head - 8443 - 00 - 108 - 00 - 00
(निर्माण विभाग)

बिडसिक्यूरिटी (बोली प्रतिभूति) बैंक रचैक / मांगदेय ड्राफ्ट /
अनुसूचित बैंक की बैंक गारन्टी, एफडीआर, अनुसूचित बैंक की डिपोजिट
एट कॉलर सीड से भी जमा करायी जा सकती है।

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

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

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

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

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

2.21 Performance Security

As per Rule 75 (2) of RTTP Rule 2013

- 2.21.1 The amount of performance security shall be ten percent of the amount of work order in case of procurement of works.
Performance security shall be furnished in any one of the following forms-
- (a) deposit through eGRAS;
 - (b) Bank Draft or Banker's Cheque of a scheduled bank;
 - (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - (d) [Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank]. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;
 - (e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit. 10
 - [(ee) Insurance Surety Bonds issued by Insurer registered with the Insurance Regulatory and Development Authority of India (IRDA) for transact the business of issuing Insurance Surety Bonds];

~~Within 15 (Fifteen days) of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Appendix VII (the "Performance Security") for an amount equal to 10% (Ten percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall~~

also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Appendix VII towards an Additional Performance Security (the “Additional Performance Security”) for an amount calculated as under:

(i) If the Bid price offered by the selected bidder is lesser than 85% of the Estimated Project Cost/cost put to tender, the additional performance security shall be calculated @ 50% of the difference of the (i) 85% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder. **(As per Rule 75A of RTPP Rule 2013)**

(ii) Maximum limit of additional performance security shall be limited to 3% of the Bid price offered by the selected bidder.

(iii) The additional performance security shall be treated as part of the performance security.

2.21.2 The Performance Security shall be valid until 60(sixty) days after the Defects Liability Period. **(As per Rule 75(4) of RTPP Rule 2013)** The Additional Performance Security shall be valid until 28 (twenty eight) days after Project Completion Date.

2.21.3. The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 30 (thirty) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of the agreement. In case of procurement of works the successful bidder at the time of signing of the contract agreement may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of bill.

2.21.4 In the event the Selected Bidder fails to provide the remaining Performance Security and Additional Performance Security, if any, as prescribed herein, it may seek extension of time for a further period upto 60 days by paying the Damages upfront along with the request letter seeking the extension. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected Bidder for each day until the Performance Security and Additional Performance Security, if any, is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security and the Additional Performance Security is provided.

As per section 42 (2) (d) of RTPP Act 2012

2.21.5 For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within the additional 60 days' time period, the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be encashed and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority.

2.22 The agreement will be executed within 15 days from the date of which letter of acceptance is dispatched.

2.23 Law Governing Procurement Process

The provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rules thereto (the “RTPP Act”) shall be applicable for this procurement. Therefore the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the procurement process. If there is any discrepancy between the provisions of the Act and the Rules and this Request for Proposals Document, the provisions of the Act and the Rules shall prevail.

2.24 Procurement Related Complaint

The procedures for making a Procurement-related Complaint are detailed in The Rajasthan Transparency in Public Procurement Act, 2012” and the “Rajasthan Public Procurement Rules, 2013”. If a Bidder wishes to make a Procurement-related Complaint, the Bidders should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: For the attention: [insert full name of person receiving complaints] Title/position: [insert title/position] Employer: [insert name of Employer] Email address: [insert email address] Fax number: [insert fax number] delete if not used In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of the Bidding Documents; and the Employer’s decision to award the contract.

2.25 Certificate of correctness of bid documents

Certificate of correctness of bid documents shall be submitted on a non judicial stamp paper of Rs. 1000/- else it will be assumed that contractor has not submitted the certificate of correctness. If bidder does not upload the certificate of correctness as mentioned above he shall be considered non responsive in technical bid evaluation

SECTION-3
EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF
FINANCIAL BIDS

3.1 Evaluation of Technical Bids

- 3.1.1 The Authority shall open the BIDs received online (Document required as per NIT) & online after 3.00 PM on 24.06.2026 on 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 RFP have been received online. The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
- 3.1.2 Technical Bids of those Bidders who have not submitted their Bid online, shall not be considered for opening and evaluation.
- 3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- 3.1.4 To facilitate evaluation of Technical BIDs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. The bids will be examined and evaluated in accordance with the provisions set out in this Section 3. The Authority will subsequently flag issues, if any with the data updated by the Bidders.
- 3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 3.1.6 Tests of responsiveness
- 3.1.6.1 As a first step towards evaluation of Technical BIDs, the Authority shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:
- (i) Technical BID is received online as per the format at Appendix-IA including Annexure I, IV, V and VI (Bid Capacity format);
 - (ii) Documents listed at clause 2.11.2 are received physically on Rajasthan Portal as mentioned;
 - (iii) Technical Bid is accompanied by the BID Security as specified in Clause 1.2.4 and 2.20;
 - (iv) The Power of Attorney is uploaded on e-procurement portal as specified in Clauses 2.1.5;
 - (v) Technical Bid is accompanied by Power of Attorney for Lead Member of Joint Venture and the Joint Bidding Agreement as specified in Clause 2.1.6, if so required;
 - (vi) Technical Bid contains all the information (complete in all respects);
 - (vii) Technical Bid does not contain any condition or qualification; and

(viii) The Bidders shall also deposit

- (a) Bid Security / Earnest Money 2% - Rs. 6065100.00
½% - Rs. 1516275.00
Budget Head - 8443 - 00 - 108 - 00 - 00 (निर्माण विभागों)
- (b) Tender Cost - Rs. 20000.00
Budget Head - 0075 - 00 - 800 - 52 - 01 (निर्माण शुल्क)
- (c) RISL Fee - Rs. 2500.00
Budget Head - 8658 - 00 - 102 - 16 - 02 (निर्माण विभागों)

on "eGRAS Online Government Receipts Accounting System"
in favor of Executive Engineer PWD, Division Baran through single challan

या

- (d) Bid Security / Earnest Money - 2% - Rs. 6065100.00
½% - Rs. 1516275.00
Budget Head - 8443 - 00 - 108 - 00 - 00 (निर्माण विभागों)
- बिडसिक्यूरिटी (बोली प्रतिभूति) बैंक रचैक / मांगदेय ड्राफ्ट / अनुसूचित बैंक की बैंक गारंटी, एफडीआर, अनुसूचित बैंक की डिपोजिट एट कॉलर सीड से भी जमा कराया जा सकती है।

अधोहस्ताक्षरकर्ता के कार्यालय में दिनांक 23⁰⁶ 2026 को सायं 4.00 बजे तक बिडसिक्यूरिटी (बोली प्रतिभूति) मूल दस्तावेज कार्यालय में इस प्रयोजनार्थ एवं निविदा बॉक्स में जमा कराया जाना आवश्यक है।

- 3.1.6.2 The Authority reserves the right to reject any Technical BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such BID.
- 3.1.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject/correct such claim for the purpose of qualification requirements.
- 3.1.8 ~~The Authority will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.~~
- 3.1.9 After evaluation of Technical Bids, the Authority will publish a list of Technically Responsive Bidders whose financial bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

3.2 Opening and Evaluation of Financial Bids

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

3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6. The bidder shall be declared as selected Bidder (the “**Selected Bidder**”) in pursuance to the procedure defined hereunder:

- (i) Among all the responsive bidder, the lowest bidder will be termed as L1. If L1 is ‘Class-I Local Supplier’, the contract will be awarded to L1.
- (ii) If L1 is not ‘Class - I local supplier’, the lowest bidder among the ‘Class - I localsupplier’ will be invited to match L1 price subject to Class-I local supplier’quotedprice falling within the margin of purchase preference, and the contract will be awarded to such ‘Class-I local supplier’ subject to matching the L1 price.
- (iii) In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price, the ‘Class-I local supplier’ with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the ‘Class I local supplier’ within the margin of purchase preference matches the L1 price, the contract shall be awarded to the L1 bidder.

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

(amended vide Ministry OM No. NH-35014/35/2020-H-Part(II) (E-196662) dated 16.12.2021)

3.3.2 In the event that two or more Bidders quote the same BID Price (the “**Tie BIDs**”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.3 In the event that the Lowest Bidder is not selected for any reason except the reason mentioned in Clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh BIDs. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

3.3.4 After selection, a Letter of Acceptance (the “**LOA**”) shall be issued in the format set forth in Appendix-VIII, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

3.3.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security and Additional Performance Security (if any) within the period prescribed/extended by Authority and then execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.3.6 Authority shall return Bid Security of all bidders except L-1 and L -2 within 7 working days from opening of financial Bid subject to provision of Clause 2.1.12 (4). The bid

security of L-2 bidder shall be returned within 7 working days of issue of LOA. The Authority shall be responsible to return the Bid Security, as above, and the bidders shall not be required to ask for the same.

3.4 Contacts during BID Evaluation

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders.

While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the BIDs under consideration.

3.5 Correspondence with Bidder

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

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

SECTION-4

FRAUD AND CORRUPT PRACTICES

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

SECTION-5

PRE-BID CONFERENCE

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

SECTION-6

MISCELLANEOUS

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

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

The Chief Engineer (Bridge)
PWD Rajasthan
Jacob Road, Civil Lines
Jaipur-302006

Sub: BID for **जिलाबारा मे नलकाफाटक(संख्या 36E)पर आर0ओ0बी0 का निर्माण(बारा-अटरु)Railway Km. 63/7-9 Kota Indore Section**

Dear Sir,

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

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

- undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (e) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.
 9. I/We believe that we/our Joint Venture satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the RFP document.
 10. I/ We declare that we/ any Member of the Joint Venture or our/Joint Venture member, are not a Member of any other Joint Ventures submitting a BID for the Project.
 11. I/ We certify that in regard to matters other than security and integrity of the country, we/any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. I/We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or against our CEO or any of our directors/ managers/employees.
 14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Annexure VII of Appendix-IA thereof.
 15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 16. I/We further acknowledge and agree that in the event such change in control occurs after

17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/ We have studied all the Bidding Documents carefully and also surveyed the [project highway and the traffic]. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
20. Bid security
Bid Security / Earnest Money 2% - Rs. 6065100.00
1/2% - Rs. 1516275.00

या

Budget Head - 8443 - 00 - 108 - 00 - 00 (निर्माणविभागो)

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25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. {We, the Joint Venture agree and undertake to be jointly and severally liable for. all theobligationsoftheEPCCcontractorundertheContractAgreement}.
27. I/ We shall keep this offer valid for 165 (One Hundred Sixty five) days from the BID Due Date specified in theRFP.
- 28 I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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

Yours faithfully,

Date:
Place:

(Signature, name and designation
of the Authorisedsignatory)

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 2.1.4, 2.11 and 3.1.6)

Dated:

The Chief Engineer (Bridge)
PWD Rajasthan
Jacob Road, Civil Lines
Jaipur-302006

Sub: BID for **जिलाबारा मे नलकाफाटक(संख्या 36E)पर आरओबी का निर्माण(बारा-अटारु)Railway Km. 63/7-9 Kota Indore Section**

Dear Sir,

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

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
4. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/ We shall keep this offer valid for **165 (One Hundred Sixty five)** days from the BID Due Date specified in the RFP.
7. **I/We hereby submit our BID and offer a BID Price Rs..... (Rs..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.**

Yours faithfully,

Date:
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:
 - (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.11(f) should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl.	Name of Member	Role* { Refer Clause 2.1.11(d) } ^{\$}	Share of work in the Project { Refer Clauses 2.1.11(a), (f) & (g) }
1.			
2.			
3.			

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

.....contd

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

Name of Applicant/ member of Joint Venture:

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

6(a) I/ We certify that in the last two years, we/ any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.

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

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

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

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

Name of the Bidder /Member of JV: _____

Sr. No.	Categories of Non-Performer	Project 1	Project 2
(i)	Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the Independent Engineer due to Authority's default;		

(ii)	Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Authority;		
(iii)	Physical progress on any project is not commensurate with the funds released (equity+ debt. +grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;		
(iv)	Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;		
(v)	Fails to fulfil its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this behalf;		
(vi)	Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.		
(vii)	Fails to make premium payments excluding the current instalment in one or more projects.		
(viii)	Damages/Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.		
(ix)	Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).		
(x)	Fails to submit the Performance Security within the permissible period in more than one project(s).		
(xi)	Rated as an unsatisfactory performing entity/ non-performing entity by an independent third party agency and so notified on the website of the Authority.		

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

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

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 RFP)*

Applicant type	Project Code*	Category ^{\$}	Experience ^{**} (Equivalent Rs. crore) ^{\$\$}		Technical Experience [£]
			Payments received for construction of Eligible Projects in Categories 3 & 4	Value of self-construction in Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Bidder or Lead Member Including other members of the Joint Venture	a				
	b				
	c				
	d				
	e				
	f				
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 2.1.13.

* 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 be Rupees $^{**} (**) ^{14}$ to a US Dollar.

[£] 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 20 percent or more of the Threshold Technical Capacity. (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 RFP)

(In Rs. crore^{\$})

Bidder type	Net Cash Accruals					Net Worth [‡]
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
Single entity Bidder or Lead Member including other members of the Joint Venture						
TOTAL						

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

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:**

- The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder;
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth (the “Net worth”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.13.
5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.15 (g) of the RFP document.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.2.9 (ii) of the RFP document.

ANNEX-IV

Details of Eligible Projects

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

Project Code:

Entity: Self/Members:

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

Instructions:

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

Certificate from the Statutory Auditor regarding PPP projects[¶]

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:

.....

.....

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation
of the authorised signatory)

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

[£] Refer Clause 2.2.2.5 of the RFP.

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

[€] Refer 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[¶], as per Clauses 2.2.2.5 and 2.2.2.6(ii) of the RFP, it should provide a certificate from its Statutory Auditor/client/ Engineer-in charge/ Independent Engineer/Authority's Engineer in the format below:

<p style="text-align: center;">Certificate regarding construction works[¶]</p> <p>Based on its books of accounts and other published information authenticated by it, This is to certify that(name of the Bidder) was engaged by(title of the project company) to execute (name of project) for (nature of project). The construction of the project commenced on(date) and the project was/ is likely to be commissioned on (date, if any). It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, in the aforesaid construction works. We further certify that the total estimated capital cost of the project is Rs.cr.(Rupeescrore), of which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs.cr.(Rupees crore), during the past five financial years as per year-wise details noted below:</p> <p style="text-align: center;">.....</p> <p>It is further certified that the receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture.¶ We further certify that applicant has a share of _____% in the Joint Venture/Consortium.</p> <p style="text-align: right;">(Authorized Signatory)</p> <p>Date:</p>

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.

[¶]Refer Clauses 2.2.2.5 and 2.2.2.6(ii) of the RFP.

[¶]Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company. However, in case the work of other member(s) is also executed by the applicant, then this fact should also be certified by the Statutory Auditor and accordingly the language may be suitably modified.

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

ANNEX-V
Statement of Legal Capacity

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

Ref. Date:

To,

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

Information required to evaluate the BID Capacity under clause 2.2.2.1:

To calculate the value of “A” and “C”

1. A table containing value of Civil Engineering Works in respect of EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows (the amount of bonus received, if any, shall be indicated separately):

2.

Sl. No.	Year	Value of Civil Engg. Works undertaken w.r.t. EPC Projects including bonus, if any (Rs. in Crores)	Amount of bonus (Rs. in Crores)	Net Value excluding bonus (Rs. in Crores)
1	2025-26/2026			
2	2024-25/2025			
3	2023-24/2024			
4	2022-23/2023			
5	2021-22/2022			

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

Rs. _____ Crores x _____ (Up-dation Factor as per Appendix) = Rs. _____ Crores (Rupees _____)

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

Sl. No.	F.Y. / Calendar Year	Amount of Bonus (Rs. in Crores)	Updation Factor	Updated Amount of Bonus (Rs. in Crores)
1	2025-26/2026		1.00	
2	2024-25/2025		1.05	
3	2023-24/2024		1.10	
4	2022-23/2023		1.15	
5	2021-22/2022		1.20	
			Total (C)=	

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

Date:
Place:

.....
.....
Signature, name and designation of Authorised Signatory
For and on behalf of.....(Name of the

To calculate the value of “B”

A table containing value of all the existing commitments, works for which the bidder has emerged as the winner of the bids or on-going works to be completed during the period of completion of the works for which BID is invited is as follows:

Sl. No.	Name of Project/ Work	Percentage of participation of Bidder in the project	Dater of start / appointed date of project	Construction period as per Agreement/ LOA	Value of contract as per Agreement t /LOA ^β	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2024-25/2025 price level
					Rs.in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8= (6-7)	9	10(3x 8x #)

Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
1	2025-26/2026	1.00
2	2024-25/2025	1.05
3	2023-24/2024	1.10
4	2022-23/2023	1.15
5	2021-22/2022	1.20

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

.....

.....

Signature, name and designation of Authorised Signatory

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

.....

.....

Name of the Statutory Auditor's firm:

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

Date:

Place:

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

Guidelines of the Department of Disinvestment
(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

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

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

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

- (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

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

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

(In the event that the Bidder had failed to achieve the Completion of any project within a period of 165 (One Hundred Sixty five) days from the Schedule Completion Date of the project, unless such failure had occurred due to Force Majeure or for reasons solely attributable to the Authority, the Bidder shall be deemed to be ineligible for bidding this project (under bidding), both as the sole party or as one of the parties of Joint Venture/ Consortium, if any, during the period from Scheduled Completion Date to issuance of Completion Certificate for that project. This restriction is applicable if the contract value of the delayed project was not less than Rs. 300Crore.)

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

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

..... Name of the Bidder

Signature of the authorized signatory: _____

Name of the Authorised Signatory: _____

Date: _____

Place: _____

APPENDIX - II
Bank Guarantee for BID Security
(Refer Clauses 2.20)

B.G. No. Dated:

1. In consideration of you, ****, having its office at ****, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of and having its registered office at (and acting on behalf of its JV) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **** ** Project on EPC basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. *** ** (Rupees *** ** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *** ** (Rupees *** ** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be in forceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under the presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of freeing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or un realised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees *** ** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicated date falling 180 days after the BID Due Date)].
14. This guarantee shall also be operable at our Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [Ministry/NHAI/NHIDCL/State PWD/BRO], details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	Executive Engineer, P.W.D.Dn. Baran Office ID 6159
2.	Name of Bank	
3.	Account No.	
4.	IFSC Code	

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 2.1.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project proposed or being developed by the National Highways Authority of India (the “Authority”) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/ or until the entering into of the EPC Contract with the Authority.

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

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

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

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

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

*Notary to specify as applicable) (Signature
Name and Address of the Notary)

Seal of the Notary
Registration No. of the Notary
Date:.....

Notes:

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

APPENDIX-IV

Format for Power of Attorney for Lead Member of Joint Venture

(Refer Clause 2.1.6)

~~Whereas the National Highways Authority of India (“the Authority”) has invited BIDs for the
***** Project(the “Project”).~~

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

~~IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....~~

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

~~(Executants)~~

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

~~Witnesses:~~

- ~~1.~~
- ~~2.~~

~~Notes:~~

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

APPENDIX V

Format for Joint Bidding Agreement for Joint Venture

(Refer Clause 2.1.11)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

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

WHEREAS,

(A) ~~[THE MINISTRY OF ROAD TRANSPORT & HIGHWAYS.../NATIONAL HIGHWAYS AUTHORITY OF INDIA, established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi 110075] (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “Bids”) by its Request for Proposal No. dated (the “RFP”) for award of contract for rehabilitation and augmentation of **** Project (the “Project”) through an EPC Contract.~~

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

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

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

1. ~~Definitions and Interpretations~~

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

2. ~~Joint Venture~~

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

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

3. ~~Covenants~~

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

4. ~~Role of the Parties~~

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

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

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

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

5. ~~Joint and Several Liability~~

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

6. ~~Share of work in the Project~~

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

~~First Party:~~

~~Second Party:~~

~~{Third Party:}~~

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

~~7. Representation of the Parties~~

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

- ~~(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;~~
- ~~(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:~~
 - ~~(i) require any consent or approval not already obtained;~~
 - ~~(ii) violate any Applicable Law presently in effect and having applicability to it;~~
 - ~~(iii) violate the memorandum and articles of association, by laws or other applicable organisational documents thereof;~~
 - ~~(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or~~
 - ~~(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;~~

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

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

~~8. — Termination~~

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

~~9. — Miscellaneous~~

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

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

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

~~For and on behalf of~~

~~LEAD MEMBER by:~~

~~(Signature)~~

~~(Name)~~

~~(Designation)~~

~~(Address)~~

~~SECOND PART~~

~~(Signature)~~

~~(Name)~~

~~(Designation)~~

~~(Address)~~

~~THIRD PART~~

~~(Signature)~~

~~(Name)~~

~~(Designation)~~

~~(Address)~~

~~In the presence of:~~

Notes:

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

- ~~2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.~~
- ~~3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.~~

APPENDIX VI

INTEGRITY PACT FORMAT

~~(To be executed on plain paper and submitted along with Technical Bid/Tender documents for tenders having a value of Rs. 5 cr or above for Consultancy projects and 100 cr. or above for Construction projects. To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the MoRTH)~~

This integrity Pact is made at _____ on this _____ day of _____
_____ 2016. **BETWEEN**

~~[President of India through Ministry of Road Transport & Highways, Government of India represented by Director General (Road Development) & Special Secretary, Transport Bhawan, 1 Parliament Street New Delhi 110001], (hereinafter referred to as the “Principal/Owner” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)~~

AND

~~[Name and address of the Firm/Company], (hereinafter referred to as “The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)~~

Preamble

~~Whereas, the Principal has floated the Tender {NIT No. dtd} (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract/s for {Name of the work} (hereinafter referred to as the “Contract”);~~

~~And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s);~~

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

Article-1: Commitments of the Principal

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

- ~~(a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.~~
- ~~(b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.~~

- (c) ~~The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.~~
- (2) ~~If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.~~

Article 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). ~~The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.~~

- (a) ~~The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.~~
- (b) ~~The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.~~
- (c) ~~The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.~~
- (d) ~~The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.~~
- (e) ~~The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.~~
- (f) ~~The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.~~
- (g) ~~The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.~~

Article—3 Disqualification from tender process and exclusion from future contracts.

- (1) ~~If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.~~
- (2) ~~If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article 2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.~~
- (3) ~~A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.~~
- (4) ~~The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.~~
- (5) ~~The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.~~
- (6) ~~On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.~~
- (7) ~~Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.~~

Article—4: Compensation for Damages.

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

~~Article — 5: Previous Transgressions~~

- (1) ~~The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.~~
- (2) ~~If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article 3 above — for transgressions of Article 2 and shall be liable for compensation for damages as per Article 4 above.~~

~~Article — 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.~~

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

~~Article — 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).~~

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

~~Article— 8: Independent External Monitor (IEM)~~

- (1) ~~The Principal has appointed Shri. R.S. Gujral as Independent External Monitor (herein after referred to as “Monitor”) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.~~

- (2) ~~The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.~~
- (3) ~~The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.~~
- (4) ~~The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.~~
- (5) ~~As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.~~
- (6) ~~The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.~~
- (7) ~~If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.~~
- (8) ~~The word 'Monitor' would include both singular and plural.~~

Article—9 Pact Duration

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

~~If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.~~

Article—10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a consortium Joint Venture partner, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

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

(For & On behalf of the Principal)

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

(Office Seal)

Place _____

Date _____

Witness 1 : (Name & Address):-

Witness 2 : (Name & Address):-

{COUNTERSIGNED and accepted by:-

JV Partner}

Appendix-VII
(See Clauses 2.21)

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

To

_____ [name of Authority]
_____ [address of Authority]

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

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs. cr. (Rupees crore) (the “**Guarantee Amount**”¹⁵).

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

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of [Superintending Engineer of Ministry of Road Transport & Highways], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

¹⁵ Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****^{\$}. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course

^{\$}Insert date at least 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 2.21 of the RFP). The Contractor can submit the BG for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the BG in one go for the entire DLP.

of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

Appendix-
VIII Format of L
OA

No. _____

Government of Rajasthan
PUBLIC WORKS DEPARTMENT

Nirman Bhawan, Jacob Road, Civil
Lines, Jaipur – 302006

Dated,

To,

{Name of selected Bidder}

Subject: {project description}- Letter of Acceptance

(LOA)-Reg. Reference: Your bid for the subject work

dated

Sir,

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

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

Yours faithfully,

RW/NH-24036/28/2025-BP&SP (Computer No. 248457)
Government of India
Ministry of Road Transport & Highways
(Highway Section)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Date: 29th April, 2025

To

1. The Chairman, National Highways Authority of India, G-5 7 6, Sector-10, Dwarka, New Delhi-110075
2. The Managing Director, NHIDCL, PTI Building, New Delhi-110001
3. Principal Secretaries/Secretaries of all States/UTs Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
4. All Engineers-in-Chief and Chief Engineers of Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
5. The Director General Border Roads, Seema Sadak Bhawan, Ring Road, New Delhi-110010
6. All CE-ROs, ROs and ELOs of the Ministry of Road Transport & Highways

Subject: Modification in Qualification Criteria for EPC Projects - reg.

Ref: Standard RFP for EPC Projects issued by Ministry's Letter No.RW/NH-37010/4/2010/EAP (Printing) Vol.-IV dated 05.03.2019 and its subsequent Amendments.

Sir,

The Ministry vide letter No.RW/NH-37010/4/2010/EAP (Printing) Vol.-IV dated 05.03.2019 and its subsequent amendments has specified the qualification criteria for contractors for EPC Projects. Numerous relaxation in the qualification criteria for eligibility in case of EPC contracts were given in 2019 to promote competition.

2. However, now it has been brought to the notice of the Ministry that the said relaxation in the qualification criteria has had a detrimental effect on the quality of construction.

3. In view of the above, the Ministry has revised/modified the qualification criteria of contractors for EPC contracts. The modifications made, inter-alia, include the minimum requirements for both standard highway construction projects as well as stand alone specialized projects such as tunnels, major bridges, ROBs, flyovers etc; a higher requirement for EPC projects with bid price over Rs 100 crore; checks on sub-contracting experience and modification of the highways and core sector definition to tighten the eligibility criteria. The modifications in detail are enclosed as **Annexure**.

4. Relevant provisions of the standard RFP of EPC Projects stand modified to this effect. All the executing agencies of the Ministry are directed to implement the aforesaid changes with immediate effect.

5. This issues with the approval of Hon'ble Minister (RT&H).

Yours faithfully,


(Mayank Tyagi)

Deputy Secretary to the Govt. of India

Encl: As above

Copy to:

1. Sr. PPS to Secretary (RT&H)
2. PSO to DG(RD)&SS
3. AS&FA/AS(H)/AS(T), MoRTH
4. All Joint Secretaries in the MoRTH
5. All ADGs/CEs in the MoRTH
6. Director (NIC), MoRTH for uploading on the Ministry's website and e-office

MODIFICATION IN THE CLAUSES OF RFP DOCUMENTS OF RFP OF EPC PROJECTS

Sr. No.	Particulars	Existing Provision	Modified Provision
1.	Net Worth at the close of the preceding financial year	Footnote: This amount should be 5% (five percent) of the Estimated Project Cost of the Project for which bids are being invited.	Footnote: For projects upto Rs 100 crore No Change For projects more than Rs 100 crore : This amount should be 10% (Ten percent) of the Estimated Cost of the Project for which bids are being invited.
2.	Average Annual Turnover of last 5 Financial Years	Footnote: This amount should be 15% (fifteen percent) of the Estimated Project Cost of the Project for which bids are being invited.	Footnote: This amount should be 20% (twenty percent) of the Estimated Project Cost of the Project for which bids are being invited.
3.	Single Work Criteria (Similar work executed)	<p>Provided that at least one similar work of 20% of Estimated Project Cost [Rs.**crore (Rs.****)] 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 20% of the estimated project cost. Eligible project costs shall include the following:</p> <p>(a) Widening/ reconstruction/ up-gradation works on NH/SH/Expressway or on any category of road taken up under CRF, ISC/EI, SARDP, LWE</p> <p>(b) Widening/ reconstruction/ up-gradation works on MDRs with loan assistance from multilateral agencies or on BOT basis.</p> <p>(c) Widening/ reconstruction/ up-gradation works of roads in Municipal Corporation limits, construction of Bypasses.</p> <p>(d) Construction of Stand-alone bridges, ROBs, tunnels.</p> <p>(e) Construction/ reconstruction of linear projects like airport runways,</p>	<p>Provided that at least either of the following:</p> <p><u>i. two similar completed works costing not less than amount equal to 25% each of estimated cost.</u></p> <p><u>Or</u></p> <p><u>ii. one similar completed work costing not less than amount equals to 35% each of estimated cost</u></p> <p>shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. <u>Certificate(s) from the concerned client(s) shall be required for the same. In case the claimed project / (s) are subcontracting/ JV project in such a case Approval from Govt. Authority / Client is required(restricted to allowable sub-contracting limit/ JV share in original contract).[D1]</u></p> <p>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 <u>the above mentioned criteria in the last 5 (five) financial years preceding the Bid Due Date or till the Bid Due Date.</u> Eligible project</p>

Sr. No.	Particulars	Existing Provision	Modified Provision
		railways, (construction/ reconstruction of railway tracks, yards for keeping containers etc.) metro rail and ports (including construction/re-construction of Jetties).	costs shall include the following: (a) Widening/ reconstruction/ up-gradation works on NH/SH/Expressway or on any category of road taken up under CRF, ISC/EI, SARDP, LWE (b) Widening/ reconstruction/ up-gradation works on MDRs with loan assistance from multilateral agencies or on BOT basis. (c) Widening/ reconstruction/ up-gradation works of roads in Municipal Corporation limits, construction of Bypasses. (d) Construction of Stand-alone bridges, ROBs, tunnels. (e) Construction/ reconstruction of linear projects like airport runways. (f) Viaducts of Railways/ Metro (g) Container yard of ports
4.	Additional Work Criteria (Bridge & Tunnel)	If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major Bridge/ROBs/Flyovers/Tunnel in the last 10 (ten) financial years preceding the Bid Due Date i.e. shall have completed at least one similar Major Bridge/ROB/Flyover having span equal to or greater than: (a) In case, longest span of Bridge/ROB/flyover is less than or equal to 60 m, no additional qualification is required. (b) when longest span is more than 60 m :50% of the longest span or 100 m, whichever is less, of the structure proposed in this project.	If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major Bridge/ROBs/Flyovers/Tunnel in the last <u>7 (seven)</u> financial years preceding the Bid Due Date <u>or till the Bid Due Date</u> i.e. shall have completed at least one similar Major Bridge/ROB/Flyover having length equal to or greater than: (a) In case, longest span of Bridge/ROB/flyover is less than or equal to 60 m, no additional qualification is required. (b) when longest span is more than 60 m : <u>80% of the longest span or 100 m, whichever is less, of the structure proposed in this project and 40% of the length Major Bridge/ROB/Flyover or 2 km, whichever is less, of the structure proposed in this project.</u>

Sr. No.	Particulars	Existing Provision	Modified Provision
		<p>and in case of tunnel, if any, shall have completed construction of atleast one tunnel consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast</p> <p>(a) In case Tunnel is a part of project having length less than or equal to 200 m, then no additional qualification is required.</p> <p>(b) When length of tunnel more than 200m : 50% of the cross sectional area of proposed tunnel or two lane highway tunnel cross-sectional area, whichever is less and 20% length of the tunnel to be constructed in this project or 2km, whichever is less.</p>	<p>And in case of tunnel, if any, shall have completed construction of atleast one tunnel consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast</p> <p>(a) In case Tunnel is a part of project having length less than or equal to 200 m, then no additional qualification is required.</p> <p>(b) When length of tunnel more than 200m: <u>80%</u> of the cross sectional area of proposed tunnel or two lane highway tunnel cross-sectional area, whichever is less and <u>40%</u> length of the tunnel to be <u>constructed (other than cut and cover method)</u> in this project or 2km, whichever is less.</p>
5.	Stand-alone specialized projects	<p>(iii)For Stand-alone specialized projects:</p> <p>(a)Major Bridges/ROB/Flyovers projects:</p> <p>(a1) In case the cost of specialized project is less than or equal to Rs. 1,000 Cr: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one similar Major Bridge/ROB/Flyover project in the last 10 (ten) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span or 100m, whichever is less of the structure proposed in this project and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost. 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 20% of the Estimated Project Cost.</p>	<p>(iii)For Stand-alone specialized projects:</p> <p>(a)Major Bridges/ROB/Flyovers projects: The sole Bidder or in case the Bidder being a Joint Venture, Lead member of Joint Venture shall have completed atleast one similar Major Bridge/ROB/Flyover project in the last <u>7 (seven)</u> financial years preceding the Bid Due Date <u>or till the Bid Due Date</u>, having span equal to or greater than <u>80%</u> of the longest span or 100m, whichever is less of the structure proposed in this project and 40% of the length Major Bridge/ RoB/ flyover or 2 km, whichever is less and also the cost of such similar project shall be atleast</p> <p><u>i. two similar completed works length not less than or equals to 25% each of cost of the Major Bridges/ROB/Flyovers.</u></p> <p><u>or</u></p> <p><u>ii. one similar completed work</u></p>

Sr. No.	Particulars	Existing Provision	Modified Provision
		<p>(a2) In case the cost of specialized project is more than Rs. 1,000 Cr:</p> <p>The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one similar Major Bridge/ ROB/ Flyover project in the last 10 (ten) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span of the structure proposed in this project or 100m, whichever is less, and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost or Rs. 1000Cr. whichever is less. 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 20% of the Estimated Project Cost or Rs. 1000 Cr., whichever is less.</p>	<p><u>length not less than equals to 35% of cost of the Major Bridges/ROB/Flyovers.</u></p> <p>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 <u>the above mentioned criteria.</u> <u>Certificate(s) from the concerned client(s) shall be required for the same. In case the claimed project / (s) are subcontracting/ JV project in such a case Approval from Govt. Authority / Client is required (restricted to allowable sub-contracting limit/ JV share in original contract).[D2]</u></p>
6.	Tunnel project	<p>(b) Tunnel project: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one tunnel project in the last 10 (ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast 50% of the cross-sectional area of the tunnel to be constructed or cross sectional area of 2 lane highway tunnel, whichever is less, and 20% length of the tunnel to be constructed in this project or 2 km, whichever is less and the cost of such project shall be atleast 20% of the Estimated Project Cost or Rs. 1000 Cr., whichever is less. 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</p>	<p>(b) Tunnel project: The sole Bidder or in case the Bidder being a Joint Venture, Lead member of Joint Venture shall have completed atleast one tunnel project in the last 7 (seven) financial years preceding the Bid Due Date <u>or till the Bid Due Date</u>, consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast 80% of the cross-sectional area of the tunnel to be constructed <u>other than Cut & Cover method</u> or cross sectional area of 2 lane highway tunnel, whichever is less, and 40% length of the tunnel.</p> <p>to be constructed in this project or 2 km, whichever is less and the cost of such project shall be atleast</p>

Sr. No.	Particulars	Existing Provision	Modified Provision
		to or more than 20% of the Estimated Project Cost or Rs. 1000 Cr., whichever is less.	<p><u>i. two similar completed works length not less than equals to 25% each of estimated cost of the tunnel.</u></p> <p><u>or</u></p> <p><u>ii. one similar completed work length not less than equals to 35% of estimated cost of the tunnel.</u></p> <p>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 <u>the above mentioned criteria.</u></p> <p><u>Certificate(s) from the concerned client(s) shall be required for the same. In case the claimed project / (s) are subcontracting/ JV project in such a case Approval from Govt. Authority / Concessionaire is required (restricted to allowable sub-contracting limit/ JV share in original contract).</u></p>
7.	Highways sector & Core Sector definition	<p>(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 rail and ports (including construction/re-construction cost of Jetties, any other linear infrastructure including bridges etc.); and</p> <p>(b) core sector would be deemed to include civil construction cost of power sector, commercial setups (SEZs etc.), airports, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage, stadium, hospitals, hotel, smart city, warehouses/ Silos, oil and gas and real estate development. Core sector will also include the projects with the title of RIDF, PMGSY road, link road, city roads, rural road, sector/</p>	<p>(a) highways sector would be deemed to include highways, expressways, bridges, tunnels, runways, (Viaducts of Railways/ Metro, Container yard of ports <u>and</u></p> <p>(b) core sector would be deemed to include civil construction cost of power sector, commercial setups (SEZs etc.), airports, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage, stadium, hospitals, hotel, smart city, warehouses/ Silos, oil and gas and real estate development. Core sector will also include the projects with the title of RIDF, PMGSY road, link road, city roads, rural road, sector/ municipality road, real estate projects which demonstrate road</p>

Sr. No.	Particulars	Existing Provision	Modified Provision
		municipality road, real estate projects which demonstrate road development/ construction bridges or culverts.	development/ construction bridges or culverts, <u>Performance-Based Maintenance Contracting work (PBM), O&M work, Short Term Maintenance Contract (STMC), railways (construction/re-construction of railway tracks, etc.) metro rail and ports (including construction/re-construction cost of Jetties, any other linear infrastructure including bridges etc.)</u> .
8.	Technical Capacity – Min Value of works to be considered	the capital cost of the project should be more than 5% of the amount specified as the Estimated Project Cost; and receipts of less than 5% of the Estimated Project Cost	For projects upto Rs 100 crore No Change For projects more than Rs 100 crore : the capital cost ¹ of the project should be more than <u>10%</u> of the amount specified as the Estimated Project Cost; and receipts ² of less than <u>10%</u> of the Estimated Project Cost
9.	Original Documents of	The Lowest Bidder shall be required to submit original of documents listed below (before issuance of Letter of Acceptance (LOA) by the Authority: (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) (c) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-V; (d) (d) Bid Security of Rs. Xx Crore (Rupees only) in the form of Insurance Surety Bond (in the format at Appendix- X issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) in the	The Lowest Bidder shall be required to submit original of documents listed below (before issuance of Letter of Acceptance (LOA) by the Authority: (a) <u>Appendix-IA (Letter comprising the Technical Bid)</u> . (b) <u>Appendix-IB (Letter comprising the Financial BID)</u> (c) <u>Annex-V Statement of Legal Capacity</u> (d) Original Power of Attorney for signing the BID as per format at Appendix-III; (e) if applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV; (f) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-V; (g) Bid Security of Rs. Xx Crore (Rupees only) in the form of Insurance Surety Bond (in the format at Appendix- X issued by Insurance Company authorized by Insurance Regulatory and

¹ The actual capital cost of the project (i.e. without escalation) shall be considered for the evaluation.

² The actual payment receipt (i.e. without escalation) shall be considered for the evaluation.

Sr. No.	Particulars	Existing Provision	Modified Provision
		<p>format at Appendix-II from a Scheduled bank;</p> <p>(e) Deleted;</p> <p>(f) Deleted;</p> <p>(g) Bidder shall comply with the provisions of NHAI/Policy Guidelines/Vigilance/2020 Policy Circular No. 5. 8 dated 29th December 2020 issued by NHAI and its subsequent amendments if any, issued by NHAI/MoRT&H (Appendix-VI) regarding Integrity Pact (IP) and the Integrity Pact (IP) duly signed by Authorised signatory shall be submitted by the Bidder with the RFP Bid & shall be part of the Contract Agreement; and</p> <p>(h) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by NHAI and amendments uploaded, if any</p> <p>(i) Copy of experience certificates apostille at foreign origin, if any</p> <p>(j) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-XI shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement; and</p> <p>(k) Proof of Registration with the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the "Bidder from a country which shares a land border with India").</p>	<p>Development Authority of India) or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) in the format at Appendix-II from a Scheduled bank;</p> <p>(h) Bidder shall comply with the provisions of NHAI/Policy Guidelines/Vigilance/2020 Policy Circular No. 5. 8 dated 29th December 2020 issued by NHAI and its subsequent amendments if any, issued by NHAI/MoRT&H (Appendix-VI) regarding Integrity Pact (IP) and the Integrity Pact (IP) duly signed by Authorised signatory shall be submitted by the Bidder with the RFP Bid & shall be part of the Contract Agreement; and</p> <p>(i) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by NHAI and amendments uploaded, if any</p> <p>(j) Copy of experience certificates apostille at foreign origin, if any</p> <p>(k) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-XI shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement; and</p> <p>(l) Proof of Registration with the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the "Bidder from a country which shares a land border with India").</p>
10.	Clause 2.1.11 (c) of RFP	Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall met at least 60% requirement of Bid Capacity, Technical and Financial Capacity, required as per	Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall met at least 60% requirement of Bid Capacity, Technical and Financial Capacity, required as per

Sr. No.	Particulars	Existing Provision	Modified Provision
		<p>Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Joint Venture. Other Member(s) shall meet at least 20% requirement of Bid Capacity, Technical and Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3 and the JV as a whole shall cumulatively/collectively fulfil the 100% requirement;</p>	<p>Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Joint Venture. Other Member(s) shall meet at least 20% requirement of Bid Capacity, Technical and Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3 (except otherwise specified in RFP) and the JV as a whole shall cumulatively/collectively fulfil the 100% requirement; Provided further that, <u>In the case of a Joint Venture (JV), each member is required to hold a minimum of 26% (twenty six percent) in the JV.</u></p>

No. RW/NH-35014/35/2020-H (Part-IV) (Comp no. 208779)
Government of India
Ministry of Road Transport & Highways
(Highways Section)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: 31 May, 2022

To

1. The Principal Secretaries/Secretaries of all States/UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
2. The Engineers-in-Chief and Chief Engineers of all States/UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
3. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi-110 075.
4. The Managing Director, National Highway Infrastructure Development Corporation Ltd., 3rd floor, PTI Building, Parliament Street, New Delhi- 110 001

Subject: Standard Request for Proposal (RFP) for National Highways and centrally sponsored road works proposed to be implemented on EPC Mode of Contract- Amendments to RFP regarding.

Ref: (i) Ministry's Circular no. RW/NH-37010/4/2010/PIC-EAP (Printing) dated 05.03.2019
(ii) Ministry's Circular RW/NH-37010/4/2010-EAP (Printing) vol.-IV dated 07.10.2019
(iii) Ministry's Circular RW/NH-37010/4/2010-EAP (Printing) vol.-IV dated 30.04.2020
(iv) Ministry's Circular RW/NH-37010/4/2010-EAP (Printing) vol.-IV dated 02.06.2020
(v) Ministry's Circular NH-35014/35/2020-H dated 02.11.2020

Sir,

This is in continuation to Ministry's circulars referred above.

2. In view of maintaining uniformity in interpretation during bid evaluation in respect of 'Highway Sector' works for assessing the 'similar work experience' of bidders as per Clause 2.2.2.2 of the RFP, the Clause 2.2.2.2, 2.2.2.4 & 2.2.2.5 shall be amended as under:-

Existing Clause			Modified Clause		
Clause 2.2.2.2 Technical Capacity			Clause 2.2.2.2 Technical Capacity		
<p>(i) For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past [5 (five)]¹ 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, as further adjusted in accordance with clause 2.2.2.5 (i) & (ii), is more than [Rs. ****crore (Rs. ****)] (the "Threshold Technical Capacity")².</p> <p>¹ 5(five) years in case of normal highway projects and 10(Ten) years in case of stand along specialized projects (Major) Bridges/ROB/Flyover/Tunnel)</p> <p>² This amount should be as follows: (A) For normal highway projects</p>			<p>(i) For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past [5 (five)]¹ 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, as further adjusted in accordance with clause 2.2.2.5 (i) & (ii), is more than [Rs. ****crore (Rs. ****)] (the "Threshold Technical Capacity")².</p> <p>¹ 5(five) years in case of normal highway projects and 10(Ten) years in case of stand along specialized projects (Major) Bridges/ROB/Flyover/Tunnel)</p> <p>² This amount should be as follows: (A) For normal highway projects</p>		
Sl No	Estimated Project Cost (EPC) of the Project being invited	Threshold Technical Capacity	Sl No	Estimated Project Cost (EPC) of the Project being invited	Threshold Technical Capacity
1	Estimated Project Cost ≤ 100 Crore	0.75 time of EPC	1	Estimated Project Cost ≤ 100 Crore	0.75 time of EPC
2	Estimated Project Cost > 100 Crore & ≤ 500 crore	1.0 time of EPC	2	Estimated Project Cost > 100 Crore & ≤ 500 crore	1.0 time of EPC
3	Estimated Project Cost > 500 Crore	1.0 time of EPC	3	Estimated Project Cost > 500 Crore	1.0 time of EPC
<p>(B) For Stand-alone specialized projects (Major Bridges/ROB/Flyover/Tunnel)</p>			<p>(B) For Stand-alone specialized projects (Major Bridges/ROB/Flyover/Tunnel)</p>		
Sl No	Estimated Project Cost (EPC) of the Project being invited	Threshold Technical Capacity	Sl No	Estimated Project Cost (EPC) of the Project being invited	Threshold Technical Capacity
1	Estimated Project Cost ≤ 100 Crore	0.75 time of EPC	1	Estimated Project Cost ≤ 100 Crore	0.75 time of EPC
2	Estimated Project Cost > 100 Crore & ≤ 500 Crore	1.0 time of EPC	2	Estimated Project Cost > 100 Crore & ≤ 500 Crore	1.0 time of EPC
3	Estimated Project Cost > 500 Crore & ≤ 1000 Crore	1.0 time of EPC	3	Estimated Project Cost > 500 Crore & ≤ 1000 Crore	1.0 time of EPC

Existing Clause			Modified Clause		
4	Estimated Project Cost > 1000 Crore	1.0 time of the estimate project cost or Rs.1000 crore, whichever is less	4	Estimated Project Cost > 1000 Crore	1.0 time of the estimate project cost or Rs.1000 crore, whichever is less
5	Estimated project cost > 1000 Crore of stand-alone specialize projects	1.0 time of the estimate project cost or Rs.1000 crore, whichever is less	5	Estimated project cost > 1000 Crore of stand-alone specialize projects	1.0 time of the estimate project cost or Rs.1000 crore, whichever is less
<p>(ii) For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels):</p> <p>Provided that at least one similar work of 20% of Estimated Project Cost [Rs.***crore (Rs.****)] 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 20% of the estimated project cost.</p>			<p>(ii) For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels):</p> <p>Provided that at least one similar work of 20% of Estimated Project Cost [Rs.***crore (Rs.****)] 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 20% of the estimated project cost. Eligible projects shall include following:</p> <p>(a) Widening/ reconstruction/up-gradation works on NH/SH/Expressway or on any category of road taken up under CRF, ISC/EI, SARDP, LWE</p> <p>(b) Widening/reconstruction/up-gradation works on MDRs with loan assistance from multilateral agencies or on BOT basis</p> <p>(c) Widening/reconstruction/up-gradation work of roads in Municipal corporation limits, construction of Bypasses</p> <p>(d) Construction of stand-alone bridges, ROB, tunnels</p> <p>(e) Construction/reconstruction of linear projects like airport runways, railways (construction/re-construction of railway tracks, yards for keeping containers etc.) metro rail and ports (including construction/re-construction of Jetties)</p>		
<p>If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major</p>			<p>If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the Bidder shall necessarily demonstrate additional experience in construction of Major Bridge/ROBs/Flyovers/Tunnel in the last 10 (Ten) financial years preceding the Bid Due</p>		

Existing Clause	Modified Clause
<p>Bridge/ROBs/Flyovers/Tunnel in the last 10 (Ten) financial years preceding the Bid Due Date i.e. shall have completed atleast one similar Major Bridge/ROB/Flyover having span equal to or greater than:</p> <p>(a) In case, longest span of Bridge/ROB/flyover is less than or equal to 60m, no additional qualification is required.</p> <p>(b) when longest span is more than 60 m : 50% of the longest span or 100 m, whichever is less, of the structure proposed in this project</p> <p>And in case of tunnel, if any, shall have completed construction of atleast one tunnel consisting of single or twin tubes (including tunnels) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast:</p> <p>(a) In case Tunnel is a part of project having length less than or equal to 200 m, then no additional qualification is required.</p> <p>(b) when length of tunnel more than 200 m : 50% of the cross sectional area of proposed tunnel or two lane highway tunnel cross-sectional area, whichever is less and 20% length of the tunnel to be constructed in this project or 2 km, whichever is less.</p> <p>(iii) For Stand-alone specialized projects:</p> <p>(a) Major Bridges/ROB/Flyovers projects:</p> <p>(a1) In case the cost of specialized project is less than or equal to Rs. 1,000 Cr: The Bidder shall have completed at least one similar Major Bridge/ROB/Flyover project in the last 10 (Ten) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span or 100 mtr whichever is less of the structure proposed in this project and also the cost of such similar project shall be at least 20% of the Estimated Project Cost. 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 20% of the Estimated Project Cost.</p> <p>(a2) In case the cost of specialized project is more than Rs. 1,000 Cr: The Bidder shall have completed at least one similar Major</p>	<p>Date i.e. shall have completed atleast one similar Major Bridge/ROB/Flyover/Tunnel of following sizes:</p> <p>(a) In case, longest span of Bridge/ROB/flyover is less than or equal to 60m, no additional qualification is required.</p> <p>(b) when longest span is more than 60 m : 50% of the longest span or 100 m, whichever is less, of the structure proposed in this project</p> <p>(c) In case Tunnel is a part of project having length less than or equal to 200 m, then no additional qualification is required.</p> <p>(d) when length of tunnel more than 200 m : 50% of the cross sectional area of proposed tunnel or two lane highway tunnel cross-sectional area, whichever is less and 20% length of the tunnel to be constructed in this project or 2 km, whichever is less. For the purpose of this requirement, tunnel may have single/twin tubes for roads/railways/metro rail/irrigation/hydroelectricity projects etc.</p> <p>(iii) For Stand-alone specialized projects:</p> <p>(a) Major Bridges/ROB/Flyovers projects:</p> <p>(a1) In case the cost of specialized project is less than or equal to Rs. 1,000 Cr: The Bidder shall have completed at least one similar Major Bridge/ROB/Flyover project in the last 10 (Ten) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span or 100 mtr whichever is less of the structure proposed in this project and also the cost of such similar project shall be at least 20% of the Estimated Project Cost. 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 20% of the Estimated Project Cost.</p> <p>(a2) In case the cost of specialized project is more than Rs. 1,000 Cr: The Bidder shall have completed at least one similar Major</p>

Existing Clause	Modified Clause																								
<p>Bridge/ ROB/ Flyover project in the last 10 (Ten) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span of the structure proposed in this project or 100m, whichever is less, and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost or Rs. 1000Cr. whichever is less. 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 20% of the Estimated Project Cost or Rs. 1000 Cr., whichever is less.</p>	<p>Bridge/ ROB/ Flyover project in the last 10 (Ten) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span of the structure proposed in this project or 100m, whichever is less, and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost or Rs. 1000Cr. whichever is less. 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 20% of the Estimated Project Cost or Rs. 1000 Cr., whichever is less.</p>																								
<p>(b) Tunnel project: The Bidder shall have completed atleast one tunnel project in the last 10 (Ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast 50% of the cross-sectional area of the tunnel to be constructed or cross-sectional area of 2 lane highway tunnel, whichever is less and 20% length of the tunnel to be constructed in this project or 2 km whichever is less and the cost of such project shall be atleast 20% of the Estimated Project Cost or Rs 1000 crore whichever is less. 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 20% of the Estimated Project Cost or Rs 1000 crore whichever is less.</p>	<p>(b) Tunnel project: The Bidder shall have completed atleast one tunnel project in the last 10 (Ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast 50% of the cross-sectional area of the tunnel to be constructed or cross-sectional area of 2 lane highway tunnel, whichever is less and 20% length of the tunnel to be constructed in this project or 2 km whichever is less and the cost of such project shall be atleast 20% of the Estimated Project Cost or Rs 1000 crore whichever is less. 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 20% of the Estimated Project Cost or Rs 1000 crore whichever is less.</p>																								
<p>(iv) The updation factor to update the price of the eligible projects for the year indicated in table below:</p>	<p>(iv) The updation factor to update the price of the eligible projects for the year indicated in table below:</p>																								
<table><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><tr><td>Updation factor</td><td>1.00</td><td>1.05</td><td>1.10</td><td>1.15</td><td>1.20</td></tr></table>	Year	Year -1	Year -2	Year -3	Year -4	Year -5	Updation factor	1.00	1.05	1.10	1.15	1.20	<table><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><tr><td>Updation factor</td><td>1.00</td><td>1.05</td><td>1.10</td><td>1.15</td><td>1.20</td></tr></table>	Year	Year -1	Year -2	Year -3	Year -4	Year -5	Updation factor	1.00	1.05	1.10	1.15	1.20
Year	Year -1	Year -2	Year -3	Year -4	Year -5																				
Updation factor	1.00	1.05	1.10	1.15	1.20																				
Year	Year -1	Year -2	Year -3	Year -4	Year -5																				
Updation factor	1.00	1.05	1.10	1.15	1.20																				
<p>2.2.2.4 In case of a Joint Venture:</p> <p>(i) The Bid Capacity, Technical Capacity and Financial Capacity of all the Members of</p>	<p>2.2.2.4 In case of a Joint Venture:</p> <p>(i) The Bid Capacity, Technical Capacity and Financial Capacity of all the Members of</p>																								

Existing Clause	Modified Clause																		
Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 60% requirement of Bid Capacity, Technical and Financial Capacity as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3 and each of other JV members shall meet at least 20% requirement of Bid Capacity, Technical and Financial Capacity individually as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3. For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria i.e. JV shall cumulatively/collectively fulfill the 100% requirement.	Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 60% requirement of Bid Capacity, Technical and Financial Capacity as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3 and each of other JV members shall meet at least 20% requirement of Bid Capacity, Technical and Financial Capacity individually as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3. For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria i.e. JV shall cumulatively/collectively fulfill the 100% requirement.																		
(iii) For requirement of 2.2.2.2 (ii), one similar work of 20% of Estimated Project Cost should have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5 individually by any of the JV members as a single work.	(ii) For requirement of 2.2.2.2 (ii) & (iii), one similar work of 20% of Estimated Project Cost should have been completed from the Eligible Projects in Category 1 and/or Category 3 individually by any of the JV members as a single work.																		
2.2.2.5 Categories and factors for evaluation of Technical Capacity:	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:	(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><tr><th>Category</th><th>Project Construction experience on Eligible Projects</th><th>Factors</th></tr><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>0.75</td></tr></table>	Category	Project Construction experience on Eligible Projects	Factors	1	Project in highways sector that qualify under Clause 2.2.2.6 (i)	1	2	Project in core sector that qualify under Clause 2.2.2.6 (i)	0.75	<table><tr><th>Category</th><th>Project Construction experience on Eligible Projects</th><th>Factors</th></tr><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>0.75</td></tr></table>	Category	Project Construction experience on Eligible Projects	Factors	1	Project in highways sector that qualify under Clause 2.2.2.6 (i)	1	2	Project in core sector that qualify under Clause 2.2.2.6 (i)	0.75
Category	Project Construction experience on Eligible Projects	Factors																	
1	Project in highways sector that qualify under Clause 2.2.2.6 (i)	1																	
2	Project in core sector that qualify under Clause 2.2.2.6 (i)	0.75																	
Category	Project Construction experience on Eligible Projects	Factors																	
1	Project in highways sector that qualify under Clause 2.2.2.6 (i)	1																	
2	Project in core sector that qualify under Clause 2.2.2.6 (i)	0.75																	

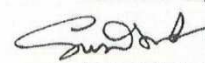
Existing Clause			Modified Clause		
3	Construction in highways sector that qualify under Clause 2.2.2.6 (ii)	1	3	Construction in highways sector that qualify under Clause 2.2.2.6 (ii)	1
4	Construction in core sector that qualify under Clause 2.2.2.6 (ii)	0.75	4	Construction in core sector that qualify under Clause 2.2.2.6 (ii)	0.75
<p>(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.</p> <p>(iii) For the purpose of this RFP: (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 rail and ports (including construction/re-construction cost of Jetties, any other linear infrastructure including bridges etc.); and (b) core sector would be deemed to include civil construction cost of power sector, commercial setups (SEZs etc.), airports, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage, irrigation, water supply, stadium, hospitals, hotel, smart city, warehouses/silos, oil & gas and real estate development.</p> <p>(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 other member(s) is also executed by the applicant, then the total share executed</p>			<p>(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.</p> <p>(iii) For the purpose of this RFP: (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 rail and ports (including construction/re-construction cost of Jetties, any other linear infrastructure including bridges etc.); and (b) core sector would be deemed to include civil construction cost of power sector, commercial setups (SEZs etc.), airports, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage, irrigation, water supply, stadium, hospitals, hotel, smart city, warehouses/silos, oil & gas and real-estate development. Core sector will also include the projects with the title of RIDF, PMGSY road, link road, city roads, rural road, sector/ municipality road, real estate projects which demonstrate road development/construction bridges or culverts.</p> <p>(iv) 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</p>		

Existing Clause	Modified Clause
<p>by applicant can be considered for determining eligibility as per provision under clause 2.2.2.2 (ii).</p> <p>(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 & rehabilitation, one time maintenance, permanent protection work of bank, external pre stressing, repair of central hinge, short term OMT contract of NHAI, any type of work related to border fencing, work of earthwork alone, construction of buildings/ hostels/hospitals, etc, or not specified, shall not be considered. However, such maintenance works shall be considered as eligible projects in case of Maintenance works to be taken up on EPC mode.</p> <p>(iii) The works such as Improvement in Riding Quality work (IRQP/IRQ), shall be considered for Technical Capacity [2.2.2.2 (i)] but not for single completed works [2.2.2.2 (ii)]. However, such work shall be considered for single completed works [2.2.2.2 (i)] in case of Maintenance works to be taken up on EPC mode.</p> <p>(iv) Project in Highway sector shall constitute the following for the purpose of consideration under category 1 or 3 as applicable, if:</p> <ol style="list-style-type: none"> Widening / reconstruction / up-gradation works on NH / SH or on any category of road taken up under CRF, ISC / EI, SARDP, LWI Widening/ re-construction/up-gradation works on MDRs with loan assistance from multilateral agencies or on BOT basis. Widening/ reconstruction / up-gradation work of roads in Municipal corporation limits, construction of Bypasses. Construction of stand- alone bridges, ROB, tunnels w.r.t roads. Long term OMT works of NHAI/MoRT&H. <p>(v) The projects with the title of RIDF, PMGSY road, link road, city roads, rural road,</p>	<p>provision under clause 2.2.2.2. In case Statutory Auditor certifies that, the work of other member(s) is also executed by the applicant, then the total share executed by applicant can be considered for determining eligibility as per provision under clause 2.2.2.2.</p> <p>(v) Maintenance works are not considered as eligible project for evaluation as per Instruction No.6 to Annex-IV. As such works with nomenclature like PR, OR, FDR,SR, site/micro grading, surface renewal, resurfacing work, Tarring, B.T. surface work, temporary restoration, urgent works, periodic maintenance, repair & rehabilitation, one time maintenance, permanent protection work of bank, external pre stressing, repair of central hinge, short term OMT contract of NHAI, any type of work related to border fencing, work of earthwork alone, construction of buildings/ hostels/hospitals, etc, or not specified, shall not be considered. However, such maintenance works shall be considered as eligible projects in case of Maintenance works to be taken up on EPC mode.</p> <p>(vi) The works such as Improvement in Riding Quality work (IRQP/IRQ), shall be considered for Technical Capacity [2.2.2.2 (i)] but not for similar completed works [2.2.2.2 (ii) and 2.2.2.2.(iii)]. However, such work shall be considered for similar completed works [2.2.2.2 (ii)] in case of Maintenance works to be taken up on EPC mode.</p> <p>(vii) In case both the estimated cost of project and revised cost of project are provided, the revised cost of project shall be considered for evaluation.</p>

Existing Clause	Modified Clause
sector / municipality road, Bridges for railway line, work of metro rails (bridges/ tunnel), real estate projects which demonstrate road development / construction bridges or culverts may be considered under category – 4.	
(VI) In case both the estimated cost of project and revised cost of project are provided, the revised cost of project shall be considered for evaluation.	

3. Contents of this circular may be brought to the notice of all the concerned for immediate compliance.
4. This circular shall be effective from the date of its issue.
5. This issues with approval of the Competent Authority.

Yours faithfully



(Sushant Sudan)

Deputy Secretary to the Government of India
Telephone no. 011-23724515

Copy to:

1. All Technical Officers at the Headquarters
2. Secretary General, Indian Roads Congress
3. Director, IAHE, NOIDA
4. All ROs and ELOs of MoRT&H.

Copy for information to:

1. PPS to Secretary (RT&H), PPS to DG(RD) & SS, PS to AS&FA, PS to AS/JS(EAP), PS to ADG I/II.
2. Director (Technical), NIC, MoRTH to upload this OM on the website of MoRTH

Government of India
Ministry of Road Transport & Highways
(S&R Zone)

No.1, Parliament Street, Transport Bhawan, New Delhi-110001

File No: RW/NH-33044/88/2021-S&R(P&B)/DNT(215840)

Dated: 28th December, 2022

To,

1. The Chief Secretaries of all State Governments/UTs
2. The Principal Secretaries/ Secretaries of all States/ UTs PWD dealing with National Highways, other centrally sponsored schemes and state schemes
3. The Chairperson, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Dethi-110075.
4. The Managing Director, National Highway Infrastructure Development Corporation Ltd., 3 floor, PTI Building, Parliament Street, New Dethi-110001.
5. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110010.
6. Secretary General, IRC, IRC Bhawan, Kama Koti Marg, Sector-6, R.K.Puram, New Delhi-110022
7. Director, IAHE, Industrial Area, A-5, Sector-62, Noida-201309
8. NIC for uploading on Ministry's websites

Subject: Amendment to Schedule H of Standard EPC Agreement for National Highways and Centrally Sponsored Road works proposed to be implemented on Engineering procurement and Construction (EPC) mode of Contract and Annexure-I of Schedule G of Model Concession Agreement of Hybrid Annuity Project.

Ref.: Ministry Circular No: RW/NH-33044/88/2021-S&R(P&B)/DNT(215840) Dated- 19.12.2022.

Madam/Sir,

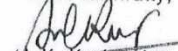
In continuation to Ministry's Circular cited above, it is to state that keeping in view relaxation given by Government of India under "Atmanirbhar Bharat", the provisions of the said circular shall also be made applicable to schedule H of the ongoing projects being implemented on EPC mode of contract upto 31.03.2023.

2. It is further to state that to allow the similar facility in HAM Concession Agreement (CA), a sub-stage has been introduced in Annexure-I of Schedule G of HAM CA for calculation of progress against casting of precast items such as bridge girders and RE-wall facia panels/blocks for determining achievement of project milestones.

3. In view of above, the following amendments has been made in Annexure-I of Schedule G of HAM CA as shown in the last column of the respective tables in Annexure. The amendments shall be made applicable to ongoing HAM concession agreements upto 31.03.2023.

3. This is issues with the approval of Competent Authority.

Yours faithfully,


(A.K. Kushwaha)
SE, S&R (Roads)
For DG (RD) & SS

Copy to:

1. All ROs/ ELOs of MoRTH and all Technical Officers at MoRTH Headquarter.
2. Sr. PPS to Secretary (RTH), Sr. PPS to DG (RD) &SS, PS to AS&FA, PS to all ADGs.

Annexure

Amendments to Annexure-I of Schedule G of Model Concession Agreement of Hybrid Annuity Model (HAM) Projects.

Annexure-I of Schedule G

Format for contract price weightages for highways projects with Flexible Pavements.

1.2 Proportions of the contract price for different stages of construction of the project highway shall be as specify below.

Item	Stage for measurement of physical progress	Amended stage for measurement of physical progress
Road works including culverts, minor bridges, underpasses, overpasses, approaches to ROB/RUB/Major Bridges/Structures (but excluding service roads)	C- New culverts, minor bridges, underpasses, overpasses on existing road, realignments, bypasses:	C- New culverts, minor bridges, underpasses, overpasses on existing road, realignments, bypasses:
	(2) Minor bridges	(2) Minor bridges
	(c) Super-structure (including crash barriers etc. complete)	(c) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(3) Cattle/Pedestrian underpasses	(3) Cattle/Pedestrian underpasses
	(c) Super-structure (including crash barriers etc. complete)	(c) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(4) Pedestrian overpasses	(4) Pedestrian overpasses
	(c) Super-structure (including crash barriers etc. complete)	(c) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(5) Grade separated structures	(5) Grade separated structures
	(a) Underpasses	(a) Underpasses
	(iii) Super-structure (including crash barriers etc. complete)	(iii) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage

		in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(b) Overpass	(b) Overpass
	(iii) Super-structure (including crash barriers etc. complete)	(iii) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(c) Flyover	(c) Flyover
	(iii) Super-structure (including crash barriers etc. complete)	(iii) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
Major Bridge works and ROB/RUB	A. - Widening and repairs of Major Bridges	Widening and repairs of Major Bridges
	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	B. - Widening of repair of	Widening of repair of
	a. ROB	ROB
	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	b. RUB	RUB
	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost



		is assigned to the casting of such precast girders/segments.
	C. - New Major Bridges	New Major Bridges
	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	D. - New rail-road bridges	New rail-road bridges
	a. ROB	ROB
	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	b. RUB	RUB
	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
Structures (elevated sections, reinforced earth)	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(4) Reinforces Earth Wall (includes Approaches of ROB, Underpasses, Overpasses, Flyover etc.	(4) Reinforces Earth Wall (includes Approaches of ROB, Underpasses, Overpasses, Flyover etc. If RE-wall is used with facia panels/blocks, 5% of weightage of the stage in percentage to bid project cost is assigned to the casting of such facia panels/blocks for one complete approach.

Format for contract price weightages for highways projects with Rigid Pavements.
1.2 Proportions of the contract price for different stages of construction of the project highway shall be as specify below.

Item	Stage for measurement of physical progress	Amended stage for measurement of physical progress
Road works including culverts, minor bridges, underpasses, overpasses, approaches to ROB/RUB/Major Bridges/Structures (but excluding service roads)	C- New culverts, minor bridges, underpasses, overpasses on existing road, realignments, bypasses:	C- New culverts, minor bridges, underpasses, overpasses on existing road, realignments, bypasses:
	(2) Minor bridges	(2) Minor bridges
	(c) Super-structure (including crash barriers etc. complete)	(c) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(3) Cattle/Pedestrian underpasses	(3) Cattle/Pedestrian underpasses
	(c) Super-structure (including crash barriers etc. complete)	(c) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(4) Pedestrian overpasses	(4) Pedestrian overpasses
	(c) Super-structure (including crash barriers etc. complete)	(c) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(5) Grade separated structures	(5) Grade separated structures
	(a) Underpasses	(a) Underpasses
	(iii) Super-structure (including crash barriers etc. complete)	(iii) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(b) Overpass	(b) Overpass

	(iii) Super-structure (including crash barriers etc. complete)	(iii) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(c) Flyover	(c) Flyover
	(iii) Super-structure (including crash barriers etc. complete)	(iii) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
Major Bridge works and ROB/RUB	A- Widening and repairs of Major Bridges	A- Widening and repairs of Major Bridges
	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	B- Widening of repair of	B- Widening of repair of
	(a) ROB	(a) ROB
	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(b) RUB	(b) RUB
	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	C- New Major Bridges	C- New Major Bridges
	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.

	D- New rail-road bridges	D- New rail-road bridges
	(a) ROB	(a) ROB
	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(b) RUB	(b) RUB
	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
Structures (elevated sections, reinforced earth)	(3) Super-structure (including crash barriers etc. complete)	(3) Super-structure (including crash barriers etc. complete) If pre-cast girders/ segments are used, 40% of the weightage of the stage in percentage to the bid project cost is assigned to the casting of such precast girders/segments.
	(4) Reinforces Earth Wall (includes Approaches of ROB, Underpasses, Overpasses, Flyover etc.	(4) Reinforces Earth Wall (includes Approaches of ROB, Underpasses, Overpasses, Flyover etc. If RE-wall is used with facia panels/blocks, 10% of weightage of the stage in percentage to bid project cost is assigned to the casting of such facia panels/blocks for one complete approach.

कार्यालय मुख्य अभियंता सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

क्रमांक - अ.मु.अ.(स्ता)/अ.अ.एस.एस&सी/परिपत्र/2021-22/डी-21

दिनांक

7/5/22

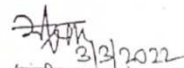
परिपत्र

सविदात्मक करार जो कि राज्य सरकार या पब्लिक सेक्टर द्वारा संवेदक के साथ किये जाते हैं, उनमें मतभेद होने पर निर्णयार्थ मध्यस्थ को भेजे जाने का प्रावधान रखा जाता है। माध्यस्थम् एंव सुलह अधिनियम 1996 में वर्णित माध्यस्थम् (Arbitration) प्रक्रिया अत्यन्त खर्चीली है तथा मध्यस्थ (Arbitrator) द्वारा पारित अवार्ड को चुनौती देने के प्रावधान भी सीमित है जिससे राज्य के हित विपरीत रूप से प्रभावित होते हैं। इस तथ्य को दृष्टिगत रखते हुए महाधिवक्ता माननीय राजस्थान उच्च न्यायालय द्वारा मुख्य सचिव महोदय को प्रेषित पत्र दिनांक 08.08.2019 से सविदात्मक करारों से माध्यस्थम् क्लॉज को हटाने का अभिमत दिया गया। महाधिवक्ता ने वाणिज्यिक न्यायालय एक्ट 2015 की ओर भी ध्यान आकर्षित कराते हुए यह राय दी है कि वर्तमान में समस्त वाणिज्यिक मतभेदों को वाणिज्यिक न्यायालय से निर्णित कराया जाना राज्य हित में होगा।

महाधिवक्ता के द्वारा दिये गये उक्त सुझावों के परिप्रेक्ष्य में माध्यस्थम् एंव सुलह अधिनियम 1996 एंव वाणिज्यिक न्यायालय अधिनियम 2015 के प्रावधानों के संदर्भ में प्रयोज्यता बावत् राज्य सरकार द्वारा संवेदक से किये जाने वाले अनुबंधों में Deletion of Arbitration Clause को संघ में प्रस्ताव वित्त विभाग को प्रेषित करने पर वित्त विभाग की वित्त (जी एण्ड टी) शाखा द्वारा PWF & AR में माध्यस्थम् का प्रावधान नहीं होने का उल्लेख किया है।

तदनुसार निर्देशित किया जाता है कि चूंकि PWF & AR में मध्यस्थता का प्रावधान नहीं है अतः भविष्य में किये जाने वाले समस्त अनुबंधों में माध्यस्थम् का क्लॉज नहीं रखा जाये। यदि किराी प्रकरण विशेष में माध्यस्थम् क्लॉज रखा जाना आवश्यक हो तो ऐसे प्रकरण में वित्त विभाग की पूर्व अनुमति से ही माध्यस्थम् करार रखा जाना वाञ्छनीय होगा।

राज्य सरकार द्वारा संवेदक से किये जाने वाले अनुबंध के सम्वन्ध में विवाद होने की स्थिति में वाणिज्यिक न्यायालय/सक्षम सिविल न्यायालय के निर्णय मान्य होंगे, ऐसा प्रावधान अनुबंधों में रखा जाये।


(संजीव माथुर)

मुख्य अभियन्ता (पथ) एवं अति सचिव
सा.नि.वि., राजस्थान, जयपुर

**NAME OF WORK : जिलाकोटा मे रोटेदा से
सोगरियारोडपररेलवेफाटकपरROBकानिर्माणकार्य**

CONDITIONS OF PARTICULAR APPLICATION

1. The contractor will set up a fully equipped quality Control Laboratory at work site for regular testing of the material. He would ensure that all the testing of materials is done regularly, as per frequency prescribed in quality control manual/PWD specifications. He will depute sufficient Staff and equipments in Laboratory at his own cost as per direction of Engineer In-charge.
2. The work shall include all lead and lift to complete work in all respect.
3. The Contractor shall arrange all Men, Material and T&P to complete the work well in time.
4. The Contractor will arrange Electricity and Water at his own cost.
5. Any damage to the structures shall have to be rectified by contractor at his own cost under direction of Engineer-in-charge.
6. Work shall be carried out as per relevant PWD specification for each item and Indian Standards specification assigned for such work.
7. The Labour engaged by the Contractor for carrying out the work shall be at own risk and cost he is bound to protect the interest of Labour rights as per Laws and Rules prevailing and in force.
8. Registration of workers shall be got done by the bidder in accordance with order No. 46/2010 dated 28.05.2010 (copy enclosed) issued by Finance Department Government of Rajasthan.
9. Contractor shall be fully responsible for provident funds, insurance etc. for workers engaged by him on the work.
10. The contractor shall not work after the sunset and before sunrise without specific permission of the Engineer In Charge.
11. No equipment or personnel will be removed from site without permission of Engineer-in-charge.
12. The contractor shall furnish the programme of construction for execution of

the work within the stipulated time schedule together with methodology of construction for each type of work and should obtain the approval of the Engineer-in-charge prior to actual commencement of work.

13. All Circulars / Standing Orders/ Office Orders issued by the Chief Engineer, PWD, Rajasthan from time to time regarding execution of work shall be binding on the Contractor.

14.

The contractor shall engage unskilled local labour from Rajasthan state preferably of the **Baran district**, for the execution of this work.

15. Monsoon period is included in the completion period of the work.

16. Before starting of work, contractor shall submit to the Engineer In Charge for approval a Program for execution of the work including Environmental Management Plan showing the general methods, arrangements, sequence and timing for all the activities in the works along with monthly cash flow forecast. The programme shall be updated monthly by the Contractor showing the actual progress achieved on each activity and the efforts which shall be made by him to make up for the shortfall, if any in the progress achieved and its effect on the completion period of the project, and submitted to the Engineer-In-Charge by 7th day of the succeeding month for review. (Vide circular No. SE(Road)/EE GGP-II/16/D-122 Dated 13.06.2016 issued by CE&AS, PWD Rajasthan Jaipur copy enclosed)

17. It shall be mandatory to record inventory and condition of road using Network survey vehicle (NSV) at least before start of work, before issue of provisional completion / completion certificate, and 6 months after completion of work, however, for state highways (SHs), Urban roads and urban bypass roads, the data shall be updated thereafter once every year. The data to be captured are:-

- (i) Road inventory –GPS coordinates, pavement Type, Pavement width, Terrain, Land use, shoulder type and width, drain type and width, Median Type (if any) and width, wayside Amenities (if any) Crash barrier, Signage etc.
- (ii) Conditions of Road –Roughness, Rutting, Distresses (Cracking, potholes, bleeding, surface failure etc.)

All items shall be recorded both side of road and Geo-tagged with image.

The above data shall facilitate ranking of State roads to cover attributes such as condition etc.

It shall be specifically mentioned in the completion certificate that inventory and condition of road have been recorded using NSV before start of work & before issue of provisional completion / Completion Certificate.

Signature of the Contractor Executive Engineer

With seal and Address PWD Dn. Baran

Transparency Act

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempt to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process; (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, nor otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Service that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Annexure B:DeclarationbytheBidderregardingQualifications

Declaration bytheBidder

Inrelationtomy/ourBidsubmittedtoforprocurementof.....
inresponsetotheirNoticeInvitingBidsNo.....Dated.....
I/weherebydeclareunderSection7ofRajasthanTransparencyinPublicProcurement
Act,2012,that:

1. I/we possess the necessary professional, technical, financial and managerialresources and competence required by theBiddingDocument issued bytheProcuringEntity;
2. I/wehavefulfilledmy/ourobligationtopaysuchofthetaxespayabletotheUnion and theStateGovernment or any local authority asspecifiedintheBiddingDocument;
3. I/we arenotinsolvent,inreceivership, bankruptorbeingwoundup,nothavemy/our affairs administered by acourtora judicialofficer, nothavemy/our businessactivitiesuspendedandnotthesubjectoflegalproceedingsforanyof the foregoingreasons;
4. I/wedonothave,andourdirectorsandofficersnothave,beenconvictedofany criminaloffencerelatedtomy/ourprofessionalconductorthemakingoffalsestatementsor misrepresentationsastomy/ourqualificationstoenterintoaprocurement contract within aperiodof three yearsprecedingthecomencementofthisprocurementprocess,ornothavebeenotherw isedisqualifiedpursuanttodebarmentproceedings;
5. I/we donothave aconflictinterestasspecifiedintheAct,Rulesandthe BiddingDocument,whichmateriallyaffectsfaircompetition;

Date:

Signatureofbidder

Place:

Name:

Designation:

Address:

Annexure C:GrievanceRedressalduringProcurementProcess

The designation and address of the First Appellate Authority is:

The designation and address of the Second Appellate Authority is: **(1)**

Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose of it within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process; (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second 'appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
- (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012**

Appeal No of

Before the (First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant: (ii)

Official address, if any: (iii)

Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer in authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4.

If the Appellant proposes to be represented by a representative, then the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

..... (Supported by an affidavit)

7. Prayer:

Place

Date

Appellant's Signature



राजस्थान सरकार
वित्त (जीएण्डटी) विभाग

क्रमांक: प. 6 (5) वित्त/साविलेनि/2018

जयपुर, दिनांक : 27.04.2020

परिपत्र

विषय:—ई-ग्रास पर ई-प्रोक्योरमेन्ट प्रक्रिया हेतु एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस जमा कराने एवं RISL फीस को कोषालय सचिवालय में संधारित पी.डी. खाते में हस्तान्तरित किये जाने की प्रक्रिया।

लोक उपापन प्रक्रिया में पारदर्शिता स्थापित करने के उद्देश्य से ई-प्रोक्योरमेन्ट पोर्टल पर ई-निविदाओं के प्रेषण के लिए एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस को ऑनलाइन ई-ग्रास सिस्टम के माध्यम से जमा करवाया जाना आवश्यक है। इसके अन्तर्गत ई-ग्रास पर एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी राशि एवं RISL फीस जमा कराने एवं RISL फीस को कोषालय सचिवालय में संधारित पी.डी. खाते में हस्तान्तरित किये जाने की क्रिया विधि निम्नानुसार है :-

1. बिडर द्वारा ई-ग्रास पर प्रोफाइल बनाने के बाद ई-प्रोक्योरमेन्ट हेतु बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस का भुगतान एक ही चालान से ऑनलाइन जमा करवाया जायेगा। इस राशि में से बोली दस्तावेज मूल्य एवं RISL फीस रिफण्ड योग्य नहीं होगी। बिड सिक्योरिटी हेतु बजट मद 8443-103, 108 एवं 109 में जमा राशि नियमानुसार संबंधित विभाग द्वारा रिफण्ड किये जाने हेतु सिस्टम में व्यवस्था की गयी है। RISL फीस (i) सिविल विभागों की निविदाओं हेतु बजट मद 8658-00-102-(16)-[01] (सिविल विभाग), (ii) निर्माण विभागों की निविदाओं हेतु बजट मद 8658-00-102-(16)-[02] (निर्माण विभाग) (iii) वन विभाग की निविदाओं हेतु बजट मद 8658-00-102-(16)-[03] (वन विभाग) के अन्तर्गत जमा की जायेगी। बोली दस्तावेज मूल्य हेतु निर्धारित राजस्व मद में बिडर द्वारा राशि जमा कराने हेतु ई-ग्रास पर प्रावधान उपलब्ध रहेगा।
2. बिड सिक्योरिटी जमा कराने के लिए सभी विभागों हेतु बजट मद 8443-103 जबकि निर्माण कार्यों हेतु बिड सिक्योरिटी बजट मद 8443-108 (निर्माण विभागों) एवं 8443-109 (वन विभाग) में जमा कराने की दशा में डिविजन कोड का चयन ई-ग्रास पर किया जाना अनिवार्य होगा।


Gur

3. इस प्रक्रिया से जमा राशि का लेखांकन ई-कोषालय के स्तर पर किया जायेगा। ई-ग्रास पर उपलब्ध विभागवार/कार्यालयवार रिपोर्ट्स में जमा राशि से संबंधित रिपोर्ट्स प्रदर्शित की जायेगी।
4. ई-कोषालय में बिन्दु संख्या 1 में वर्णित बजट मद 8658-00-102-(16)-[01], [02], [03] के अन्तर्गत जमा RISL फीस को माह में दो बार बजट मद 8782-101 (Inter Treasury Transfer) के माध्यम से कोषालय (सचिवालय) जयपुर में RISL के पी.डी. खाते में जमा किये जाने हेतु समायोजन बिल के माध्यम से हस्तान्तरित किया जायेगा। जिसे कोषालय (सचिवालय) जयपुर द्वारा उसी माह में मद 8782-101 को माईनस क्रेडिट करते हुए RISL के पी.डी. खाते में अलग-अलग समायोजन बिलों के माध्यम से हस्तान्तरित किया जाना अनिवार्य होगा। यह सूचना ई-ग्रास से वॉम पर Seamless Data Sharing की व्यवस्था से हस्तांतरित की जायेगी। सिस्टम पर उपलब्ध रिपोर्ट्स के माध्यम से संबंधित निर्माण खण्ड ई-ग्रास पर जमा राशि व रिफण्ड राशि का स्टेटस भी देख सकते हैं।
5. निर्माण कार्यों से संबंधित बिड हेतु उक्त चालान से संबंधित राशि निर्माण लेखों में फार्म 80 में प्रदर्शित होने पर कोषालयों द्वारा चालान की प्रति प्रत्येक मद में जमा राशि के लेखों के साथ महालेखाकार कार्यालय को उपलब्ध करवायी जायेगी।
6. उक्त प्रक्रिया के अन्तर्गत बिडर को प्रारम्भ में ई-प्रोक्योरमेन्ट पोर्टल पर बिड भरने के साथ-साथ ई-ग्रास पर एक चालान के माध्यम से ई-भुगतान का चयन करते हुए अपेक्षित राशि जमा करवाया जाना अनिवार्य होगा। इस प्रक्रिया को एन.आई.सी. द्वारा ई-प्रोक्योरमेन्ट पोर्टल से ई-ग्रास का इन्टीग्रेशन करते हुए अविलम्ब लिंक करने की व्यवस्था सुनिश्चित की जायेगी। व्यवस्था स्थापित होने तक बिडर को ई-ग्रास पर भुगतान होने के उपरान्त चालान CIN नम्बर के साथ जनरेट कर ई-प्रोक साईट पर स्कैन कर अपलोड करना होगा। ई-ग्रास एवं ई-प्रोक्योरमेन्ट का लिंक स्थापित होने के उपरान्त अपलोड किए जाने की आवश्यकता नहीं रहेगी तथा ई-ग्रास सिस्टम ई-प्रोक्योरमेन्ट पोर्टल से बिडर का नाम लेने के स्थान पर सिस्टम जनरेटेड कोड फेच करेगा तथा बिड फाइनल होने के बाद बिडर का नाम पूर्व के कोड से फ्लेग करते हुए किया जाना सुनिश्चित करेगा जिससे बिडर को होने वाले रिफण्ड भुगतान में असुविधा न हो। उपापन संस्था द्वारा ई-ग्रास पर कार्यालयवार उपलब्ध रिपोर्ट्स एवं ई-कोषालय के TY-33 से जमाओं का मिलान भी सुनिश्चित किया जावेगा।
7. ई-प्रोक्योरमेन्ट पोर्टल के ई-ग्रास पोर्टल से इन्टीग्रेशन के उपरान्त ई-प्रोक्योरमेन्ट पोर्टल पर निर्माण कार्यों से संबंधित बिड भरने हेतु बजट मद 8443-108,109 में बनाये गये चालान की राशि निर्माण लेखों में सम्मिलित किये जाने के उद्देश्य से प्रविष्टि एक कोड के साथ एन.आई.सी. वॉम को उपलब्ध करायी जावेगी। बिड खुलने के बाद उक्त प्रविष्टि हेतु संवेदक का नाम एवं अन्य विवरण एन. आई. सी. (वॉम) को उपलब्ध कराया जायेगा।

एनआईसी (वॉम) द्वारा तदानुसार ही प्रविष्टि को निर्माण लेखों में सम्मिलित किया जावेगा, जिसके पश्चात ही बिड सिक्योरिटी राशि रिफण्ड किये जाने हेतु उपलब्ध होगी। इस हेतु ई-ग्रास व ई-प्रोक पोर्टल का इन्टीग्रेशन व लिंक किया जायेगा। ई-प्रोक पोर्टल से भुगतान हेतु संवेदक को ई-ग्रास पर आने का लिंक तथा ई-ग्रास पर भुगतान करने के तुरन्त पश्चात् ई-प्रोक पोर्टल पर जाने का लिंक भी दिया जायेगा।

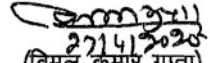
8. ई-प्रोक्योरमेन्ट हेतु बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस का भुगतान एक ही चालान से ई-ग्रास के माध्यम से जनरेट किये जाने पर संबद्ध एजेन्सी बैंक को तीनों बजट मदों की कुल राशि एवं जीआरएन नम्बर के साथ प्रेषित किया जायेगा तथा बैंक द्वारा जमा राशि के स्कॉल दिये जाने पर सिस्टम पर ई-कोषालय को पृथक-पृथक उक्त तीनों मदों में जमा राशि के अनुसार चालान नम्बर जनरेट करने, लेखा सूचियां तैयार करने एवं लेखांकन करने हेतु व्यवस्था की जायेगी।
9. ई-कोषालय के स्तर पर उक्त जमा राशि का पूर्ण लेखांकन तथा मिलान दैनिक आधार पर अनिवार्य रूप से किया जाना सुनिश्चित किया जायेगा।
10. ई-प्रोक पोर्टल के अतिरिक्त की जाने वाली बिड हेतु (जिनमें RISL Fees जमा नहीं होती) भी बिड सिक्योरिटी हेतु बजट मद 8443-103, 108, 109 व बोली दस्तावेज मूल्य राशि निर्धारित राजस्व बजट मद में जमा कराने हेतु सिंगल चालान से उक्त माध्यम से बिडर/कार्यालय द्वारा जमा करवायी जा सकेगी। इस व्यवस्था में मेन्यूअल एवं ई-मोड उपलब्ध रहेंगे।
11. यह आदेश तुरन्त प्रभाव से लागू होगा।

अतः उक्त दिशा-निर्देशों की अक्षरशः पालना की जावे।


27/4/2020
(हेमन्त कुमार गेरा)
शासन सचिव,
वित्त (बजट) विभाग

प्रतिलिपि-निम्नांकित को सूचनार्थ व आवश्यक कार्यवाही एवं अपने अधीनस्थ कार्यालयों को सूचित करने हेतु प्रेषित है:-

1. निजी सचिव, राज्यपाल/मुख्यमंत्री/समस्त मंत्रीगण/राज्य मंत्रीगण।
2. निजी सचिव, मुख्य सचिव/समस्त प्रमुख शासन सचिव/समस्त शासन सचिव/समस्त विशिष्ट शासन सचिव।
3. प्रधान महालेखाकार (सिविल लेखा परीक्षा)/(ए एण्ड ई) राजस्थान, जयपुर।
4. महालेखाकार (प्राप्ति एवं वाणिज्यिक लेखा परीक्षा)/(ए एण्ड ई) राजस्थान, जयपुर।
5. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
6. निदेशक, कोष एवं लेखा विभाग, राजस्थान, जयपुर को सिस्टम पर एन.आई.सी. के माध्यम से पूर्ण कार्यवाही सुनिश्चित करने हेतु।
7. समस्त वित्तीय सलाहकार/मुख्य लेखाधिकारी समस्त विभाग को पालना सुनिश्चित करने हेतु।
8. समस्त कोषाधिकारी को पालना सुनिश्चित करने हेतु।
9. राज्य सूचना विज्ञान अधिकारी, एन.आई.सी. सचिवालय, जयपुर को सिस्टम में उक्त प्रावधान सुनिश्चित करने हेतु।
10. निदेशक (तकनीकी), वित्त विभाग को प्रेषित कर लेख है कि परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने का श्रम कराएँ।
11. रक्षित पत्रायली।


27/4/2020
(विमल कुमार गुप्ता)
संयुक्त शासन सचिव

(GF&AR 5/2020)



RW/NH-34066/09/2017-S&R (B)
GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS
S&R -(Bridges)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: 28.10.2020

Sub: Reinforcing Bars: Clause 1009.3.1 of Ministry's Specifications for Road and Bridge Works-regarding.

Sir, The grade and other parameters of the reinforcing bars to be used for plain, reinforced or pre stressed concrete works on National Highways has been specified in Clause 1009.3.1 of Ministry's Specifications for Road and Bridge Works. This Clause also prescribe that the steel shall be procured from original producers. In case, the original producers are unable to supply the steel within the required time period or they are not producing the reinforcing bar of required size /diameter, the supply from other producers are also allowed, provided the reinforcement is manufactured from billets procured from Original producers.

2. Ministry has received various representations from the manufacturers / associations that secondary producer/other producers, who produce steel reinforcement from billets with technical parameters conforming to IS: 1786, unable to supply the steel for National Highways works due to aforesaid Clause 1009.3.1 of Ministry's Specifications for Road and Bridge Works. Moreover, Ministry of Steel vide their Order No.4 (13)/2016-SD (I) dated 9th August, 2016 has also excluded the distinction between Primary (Original) & Secondary (Other) steel producers.

3. The matter has been considered in the Ministry and it has been decided that steel reinforcement manufactured by the Secondary (Other) producers are also permitted for National Highway works provided the reinforcement bars are manufactured from the billets.

4. As such, the 2nd and 4th para of Clause 1009.3.1 of Ministry's Specifications for Road and Bridge Works shall be amended as per following:-

2nd Para

"All steel shall be procured from producers who manufacture billets directly from iron ores and roll the billets to produce steel conforming to IS: 1786. No re-rolled steel shall be incorporated in the works. The steel shall also be procured from other producers provided it is manufactured from the billets made directly from iron ores and not from shredded scrap and sponge iron as basic feedstock. In such cases, the other producers will have to submit the proof of purchase such as GST, Invoice etc from the billet producers to establish that billets are made directly from iron ores and have been procured from them. The steel shall be got tested by the Engineer in the NABL affiliated laboratories only as a third party check. It shall be ensured that all the test results conform to IS: 1786."

4th Para


"For the steel procured from producers who manufacture billets directly from iron ores also, the Engineer/Employer may carry out checks on materials through third party as mentioned above, for conforming to the test results shown in the certificates so as to ensure the quality of steel supplied."

5. The contents of this Circular may please be brought to the notice of all the Concerned in your Organization for strict implementation. This circular will be implemented from the date of its issuance.

6. This issues with the approval of the Competent Authority.

Yours faithfully,

(Jitendra Kumar)
Superintending Engineer-S&R(Bridges)
For Director General (Road Development) & SS.

	राजस्थान राजपत्र विशेषांक	RAJASTHAN GAZETTE Extraordinary
	साधिकार प्रकाशित	Published by Authority
	चैत्र 25, गुरुवार, शके 1943-अप्रैल 15, 2021 <i>Chaitra 25, Thursday, Saka 1943- April 15, 2021</i>	

भाग 4 (ग)

उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, April 15, 2021

G.S.R.275 .-In exercise of the powers conferred by sub-section (2) of section 6 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) read with rule 32 of the Rajasthan Transparency in Public Procurement Rules, 2013, the State Government, being of the opinion that it is necessary for the socio-economic policies of the Central Government or the State Government, utilization of resources and expertise of the departments and enterprises of the Central Government or the State Government and saving the time, money and efforts of the procuring entities required in inviting and processing bids individually hereby makes the following amendment in this department's notification number F.1(8)/FD/GF&AR/2011 dated 04 September, 2013, as amended from time to time, namely:-

AMENDMENT

In the said notification, the existing condition 4 of General Conditions shall be substituted by the following, namely:-

- "4. In case, procurement of goods, works is to be made from a government company or company owned or controlled directly or indirectly, by the Central Government or by any State Government or Governments or partly by the Central Government and partly by one or more State Governments which is subject to audit by the auditor appointed by the Comptroller and Auditor General of India under sub section (5) or (7) of section 139 of the Companies Act, 2013 or autonomous bodies, registered societies, co-operative societies, other than owned or controlled or managed by the State Government then, approval of the Departmental High Power Committee shall be obtained before procurement. The High Power Committee of the department shall be as under :-

- | | |
|---|--------------------|
| 1. Additional Chief Secretary/ Principal Secretary/ Secretary of the department | - Chairperson |
| 2. Head of the Department | - Member |
| 3. Senior most officer of Accounts Services | - Member |
| 4. Technical Officer (if required) | - Member |
| 5. Officer in charge of the Store | - Member Secretary |

Note: The meeting of the Departmental High Power Committee shall not be held unless the accounts member is present.

Member Secretary of the Departmental High Power Committee shall be responsible for,-

- (i) preparation of agenda note and minutes of the meeting;
- (ii) justification of procurement from outside the State even if the State Government organisations/Government companies/ Boards/ Corporations/ Co-operative Societies etc. of Rajasthan is capable of supply of goods/execution of works;
- (iii) preparation of comparative statement of rates of subject matter of procurement from outside of the Rajasthan and within the State; and
- (iv) preparation of item-wise detail of rates of subject matter of the procurement."

[No. F.2(1)/FD/G&T-SPFC/2017]
By Order of the Governor,

Dr. Prithvi,
Secretary to the Government.
Finance (Budget) Department.

राज्य केन्द्रीय मुद्रणालय, जयपुर।

कार्यालय मुख्य अभियंता, सी.आर.आई.एफ. सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

क्रमांक :- लेखा/2025-26/डी. - 169

दिनांक :- 24/02/2025

स्पष्टीकरण (संशोधित)

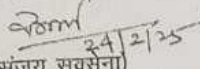
विषय:- CRIF कार्यों पर लोक निर्माण वित्तीय एवं लेखा नियम, भाग-11 (नियम 1.6) सूचीबद्ध संवेदकों द्वारा जमा की जा रही प्रतिभूति राशि के संबंध में।

सन्दर्भ:- इस कार्यालय के द्वारा जारी पूर्व परिपत्र क्रमांक लेखा/2024-25/डी. 86 दिनांक 19.09.2024।

उपरोक्त विषयांतर्गत CRIF योजना में स्वीकृत कार्यों की निविदा हेतु सूचीबद्ध संवेदकों द्वारा जमा की जा रही प्रतिभूति राशि में एकरूपता एवं सुगमता के उद्देश्य से यह स्पष्ट किया जाता है कि बोली प्रतिभूति राशि SBD (स्टैंडर्ड बिडिंग डॉक्यूमेंट्स)/EPC, RFP में उल्लेखित प्रावधानों के अनुसार ही निर्धारित होती है। अतः बोली प्रतिभूति राशि संबंधित RFP (SBD/EPC Procurement) के अनुरूप ही प्राप्त की जायेगी।

बोली प्रतिभूति राशि राजस्थान लोक उपापन पारदर्शिता नियम, 2013 के नियम 42(6) एवं एसबीडी/सीआरआईएफ के अनुबंध के प्रावधान के अनुसार ई-गास, नकद चालान, बैंकर चेक या मांगदेय ड्राफ्ट, अनुसूचित बैंक की बैंक गारंटी, एफडीआर या अनुसूचित बैंक की डिपोजिट एट कॉल रसीद के रूप में जमा की जा सकेगी।

संवेदकों द्वारा निविदा में भाग लेने से पूर्व लोक उपापन में पारदर्शिता नियम, 2013 के नियम-60, नियम-64, नियम-42, SBD (स्टैंडर्ड बिडिंग डॉक्यूमेंट्स) के प्रावधानों से जानकारी प्राप्त की जा सकती है।


(संजय सवसेना)

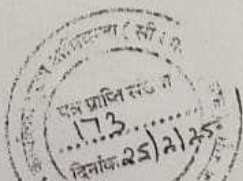
मुख्य अभियंता (सी.आर.आई.एफ.)
सा.नि.वि., जयपुर

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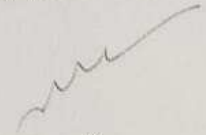
प्रतिलिपि :-

संद

1. निजी सचिव, माननीय मंत्री सा.नि.वि. राजस्थान सरकार, जयपुर।
2. निजी सचिव, श्रीमान् प्रमुख शासन सचिव, सा.नि.वि., राजस्थान, जयपुर।
3. निजी सचिव, श्रीमान् शासन सचिव, सा.नि.वि., राजस्थान, जयपुर।
4. निजी सचिव, मुख्य अभियंता एवं अतिरिक्त सचिव, सा.नि.वि., जयपुर।
5. निजी सचिव, मुख्य अभियंता (एच.एच./भवन/पीएमजीएसवाई/गुण नियंत्रण), सा.नि.वि., जयपुर।
6. अतिरिक्त मुख्य अभियंता सा.नि.वि. संभाग..... (समस्त)।
7. अधीक्षण अभियंता सा.नि.वि. वृत्त..... (समस्त)।
8. अधिशाषी अभियंता सा.नि.वि. खण्ड..... (समस्त)।



Teek


(अनुपमा शर्मा)
वित्तीय सलाहकार (एन.एच.)
सा.नि.वि., जयपुर

OFFICE OF THE CHIEF ENGINEER P.W.D. RAJASTHAN, JAIPUR

No.

Date

CIRCULAR

Subject: Design of Road & Adoption of Specifications and Defect Liability Period (DLP)

In light of the ongoing efforts to enhance road infrastructure and ensure long-term serviceability, the following directives are issued to all Technical Sanctioning Authorities of the department. These guidelines are intended to improve the overall quality and performance of roadworks, particularly with respect to design life, traffic capacity, material standards, and maintenance protocols during the Defect Liability Period (DLP).

1. Design Considerations for Roadworks

The design of roads shall adhere to the following key principles:

- (a) **Width of Carriageway:** Following PCU parameters at commencement of project shall be adhered:
- For traffic volumes up to 1,000 PCUs, a single lane (3.75 m) is required.
 - 1,000–2,500 PCUs - Intermediate lane (5.50 m)
 - 2,500–7,500 PCUs- Two lanes (7.00 m)
 - 7,500–10,000 PCUs- Two lanes with paved shoulder (10.00 m)
 - Above 10,000 PCUs- planning of Four lanes shall be initiated
- (b) **Axle Load Survey:** Ensure that accurate axle load surveys are conducted to determine the Vehicle Damage Factor (VDF) and the design traffic in MSA (Million Standard Axles) for heavy traffic loading areas such as mining roads or other important road sections.
- (c) **Design Life:**
- (i) For State Highways (SH), and Major District Roads (MDR), the design life shall be 15 years.
 - (ii) For Rural Roads (ODR & VR), the design life of 10 years to be considered.
- (d) **Overlay Design for Existing Roads:** For strengthening of existing pavements, use Benkelman Beam Deflection (BBD) or Falling Weight Deflectometer (FWD) to determine the overlay thickness as per the stipulations in IRC:81& IRC:115.

Signature Not Verified

2. Specifications and Standards

All road works must comply with the latest IRC codes and relevant MoRTH/MoRD specifications i.e. for ODR & VR category of roads, the MoRD specifications shall be followed and for SH & MDR category of roads, the IRC specifications shall be applicable of SH and MDR category of roads with latest IRC codes and

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Gupta
Designation : Chief Engineer
Date: 2025.05.28 16:06:06 IST
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guidelines as applicable. Additionally, all designs must account for the California Bearing Ratio (CBR) of the embankment/sub-grade and traffic volume projections.

3. Technical Sanction Documentation:

- (i) While issuing technical sanctions, the technical note / detail should invariably include present PCUs, Projected Traffic, Design life, MSA considered & lane configuration. Department should undertake periodical traffic surveys and form data base of SH/MDR roads.
- (ii) A certificate that relevant provision of the specifications and standards in the technical estimate has been catered should be given.
- (iii) For renewal of the existing SH&MDR roads, a single layer of Bituminous concrete i.e. B.C. having thickness not less than 30 mm shall be laid. In no case open graded premix carpet shall be permitted.
- (iv) For renewal on ODR & VR category of roads open graded premix carpet with seal coat shall be adopted. If the existing wearing course is superior than the open graded premix carpet then the composition of new wearing course shall be similar to the existing wearing course.
- (v) The wearing course for any type of roads works having design traffic more than 2 MSA, BC wearing course shall be provided not less than minimum 30 mm thickness. For all other ODR and VR roads having less traffic (< 2 msa) rural road specification shall be followed.
- (vi) For centrally sponsored scheme / project such as PMGSY roads / CRIF works, the roads should be constructed in accordance with the guidelines of the respective schemes.
- (vii) For the region having low CBR values, new material and methodologies for which guidelines are issued by IRC shall be considered while preparing the technical estimates.
- (viii) Maintenance during DLP should be ensured regularly as per the contract provisions and same shall be monitored through PWD SEWA app.
- (ix) All circulars issued by PWD from time to time related to Quality of works are to be duly complied by the Departments/ Undertaking/ Authority under administrative control.
- (x) **Defect Liability Period (DLP):** - A Defect Liability Period is a set time frame after a construction project is completed during which the contractor is responsible for rectifying defects or issues at their own cost and Redress Approved for issues with the construction workmanship and materials. The

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Designation : Chief Engineer
Date: 2023.03.28 16:06:06 IST
Reasons Approved

DLP clause in the contract ensures that the employer receives a finished product that meets quality standards and specifications. During this period contractor is liable to keep the entire road surface and structure in defects free conditions.

Following are the important task to be carried out during the DLP by the contractor and should be mentioned in special condition of the contract with timelines:

S.No	Name of item/activities in one year	Frequency of operations
1	Maintenance of road including filling pot holes and patch repair etc.	As and when required.
2	Maintenance of road shoulder in proper condition to make them free from excessive edge dropoffs, roughness and scouring or pot holes.	As and when required
3	Cleaning of surface drains including reshaping to maintain free flow of water.	Twice in a year
4	Cleaning of culverts for free flow of water	Twice in a year
5	Maintenance of CD works.	As and when required
6	Maintenance of road signs, pavement markings and other traffic control devices.	Maintenance as and when required. Repainting once in a year
7	Clearing of tree branches / shrubs to keep the sight distance visible all the time.	Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required.
8	Maintenance of CC joints	Once in a year/whenever
9	Re-fixing displaced guard stones	Once in a year
10	Maintenance of guardrails and parapet rails	When required. Repainting once in

		year
11	Maintenance of 200m and kilometer stones	Maintenance as and when required. Repainting once in year

- (xi) To fulfill above objective PWD SEWA app will be the basic tool for monitoring of the DLP works.
- (xii) DLP is currently five years for all road projects costing more than 10 lacs in the State, as per order No SE(R)/EE GGP-II/DLP/20-21/D-95 dated 06.01.2021, which is now modified to the extent as follows::
- The DLP shall be ten years for RoBs/ major bridges/flyovers, and approaches.
 - The DLP for standalone CC road projects and aggregate CC road works longer than 500 meters in a road works shall be ten years.

Provided that, for the centrally sponsored schemes, the DLP provisions will apply in accordance with the Standard Bidding Documents for the corresponding scheme. Provided further that the security deposit proportionate to the works at (a) & (b) shall be refunded only after completion of DLP of 10 years. For bituminous approaches to structures, the riding quality shall be maintained as per IRC guidelines during DLP.

All concerned officials are directed to ensure compliance with the above directives. The provisions of this circular will be applicable prospectively.

This bears competent approval.

(T.C. Gupta)
Chief Engineer & Addl. Secy.
PWD, Rajasthan, Jaipur

1. SA to Hon'ble Dy. Chief Minister (PWD), Rajasthan, Secretariat, Jaipur
2. PS to ACS, PWD, Govt. of Rajasthan, Jaipur
3. PS to Secretary, PWD, Govt. of Rajasthan, Jaipur
4. PS to Chief Engineer & Addl. Secy, PWD, Rajasthan, Jaipur
5. PS to Chief Engineer (Roads/Bridges/ QC/CRIF/BLDG/SS/PMGSY/NH), PWD, Rajasthan, Jaipur
6. Addl. Chief Engineer PWD Zone.....(All)
7. Superintending Engineer PWD Circle.....(All)
8. Executive Engineer PWD Division.....(All)

Signature Not Verified
 Digitally signed by Tara Chand Gupta
 Designation : Chief Engineer
 Date: 2025.03.28 16:06:06 IST
 Reason: Approved



राजस्थान सरकार
वित्त (जीएण्डटी) विभाग



F.8(10)FD/SPFC/Misc/2022

Jaipur, dated: 27/01/2023

ORDER

Subject:- Revision in RISL Processing Fees

This is in reference to the Order of even number dated 30.09.2011 issued by this department regarding charges for availing the services of RajCOMP Info Services Ltd. (RISL). The charges prescribed against Sr. No. 1 of the table in this Order are hereby revised as under:

Sr. No.	Particulars	Charges
1.	To extend Facility Management Services for implementation of e-Procurement software which includes providing support in e-tendering to bidders/contractors/vendors as well as officers/officials of departments/PSUs	<p>1. If bid value is upto Rs. 50 lacs, charges will be Rs. 500/- per bidder per bid.</p> <p>2. If bid value is more than Rs. 50 lacs and upto Rs. One Crore, charges will be Rs. 1500/- per bidder per bid.</p> <p>3. If bid value is more than Rs. One Crore and upto Rs. Five Crore, charges will be Rs. 2000/- per bidder per bid.</p> <p>4. If bid value is more than Rs. Five Crore, charges will be Rs. 2500/- per bidder per bid.</p> <p>Note: The above charges will be collected additionally through single challan on e-GRAS or in the form of Demand Draft (DD)/Bankers Cheque (BC) in the name of Managing Director, RISL payable at Jaipur along with prescribed bid document fee from the bidders.</p>

All Procuring Entities shall ensure mentioning above revised charges in the Notice Inviting Bid (NIB) issued for upcoming procurements henceforth.

By Order,


(Rohit Gupta)

Finance Secretary (Budget)

Copy forwarded for information and necessary action to:

1. P.S. to Hon'ble Governor/C.M./All Minlsters/State Ministers.
2. OSD to Chief Secretary/P.S. to All Addl.Chief Secretaries.

2....



राजस्थान सरकार
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क्रमांक : प. 6 (2) वित्त/साविलेनि/2018

जयपुर, दिनांक : 27.06.2024

आदेश

विषय : लोक निर्माण वित्तीय एवं लेखा नियम भाग-II के परिशिष्ट-XVI में संशोधन।

राज्यपाल महोदय लोक निर्माण वित्तीय एवं लेखा नियमों के भाग-II के परिशिष्ट-XVI में निम्नांकित संशोधन करने के आदेश एतद्वारा प्रदान करते हैं:-

- The existing Item I.2 of Section I - General Conditions shall be substituted as under :-
"I.2 The application form can be obtained from enlisting authority on non-refundable cash/online payment of Rs. 500/-."
- The existing Item 1.16 of Section I - General Conditions shall be substituted as under :-
"1.16 **GST Clearance Certificate** : All the contractors are required to submit copy of last three months/last quarter GST return submitted by contractor in the end of September every year. The contractors, who fails to submit the GST return will be liable to be removed from the approved list of contractors."
- The existing Item II.3 of Section II - Civil Contractors shall be substituted as under :-
"II.3 **Extent upto which qualified to tender** : The contractors of various classes shall be qualified to tender upto the extent prescribed against each class as below :

S.No.	Class of Contractor	Extent upto which qualified to tender for any work
1	2	3
1.	"AA" Class	Any Amount
2.	"A" Class	Upto Rs. 10.00 crores
3.	"B" Class	Upto Rs. 5.00 crores
4.	"C" Class	Upto Rs. 1.50 crores
5.	"D" Class	Upto Rs. 30.00 lacs"

- The existing Item II.4 of Section II - Civil Contractors shall be substituted as under :-
"II.4 **Registration (Enlistment) fee and Security Deposit for Enlistment** : Contractors desiring enlistment in any class shall pay Registration Fee (non-refundable) as mentioned in column 3 and Security Deposit as mentioned in column 4 of following table alongwith the application form (RPWA 108).

S. No.	Class of Contractor	Amount of Registration Fee (non-refundable)	Amount of Security Deposit in form of Interest bearing Deposit/FDR of Nationalised /Schedule Bank (Rs. in lac)
1	2	3	4
1.	AA Class	Rs. 45,000	12.00
2.	A Class	Rs. 33,750	6.00
3.	B Class	Rs. 22,500	3.00
4.	C Class	Rs. 9,000	1.50
5.	D Class	Rs. 4,500	0.75"



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5. The existing Item III.3 of Section III - Contractors for Furniture and Joinery Works shall be substituted as under :-

"III.3 Extent upto which qualified to tender : The contractors of various classes shall be qualified to tender upto the extent prescribed against each class as below :

S.No.	Class of contractors	Extent upto which qualified to tender in each case
1	2	3
1.	"F I" Class	Any amount
2.	"F II" Class	Upto Rs. 15.00 lac
3.	"F III" Class	Upto Rs. 7.50 lac
4.	"F IV" Class	Upto Rs. 3.00 lac

6. The existing Item III.4 of Section III - Contractors for Furniture and Joinery Works shall be substituted as under :-

"III.4 Registration (Enlistment) Fee and Security Deposit for Enlistment :

Contractors for furniture & joinery works desiring enlistment in any class would have to pay Registration Fee (non-refundable) as mentioned in column 3 and deposit of Security Deposit as mentioned in column 4 of following table alongwith the application form (RPWA 108).

S. No	Class of Contractor	Amount of Registration Fee (non-refundable)	Amount of Security Deposit in form of Interest bearing Deposit/FDR of Nationalised /Schedule Bank
1	2	3	4
1.	"F I" Class	Rs. 9000	Rs. 1,50,000
2.	"F II" Class	Rs. 4500	Rs. 60,000
3.	"F III" Class	Rs. 2250	Rs. 30,000
4.	"F IV" Class	Rs. 1125	Rs. 15,000"

7. The existing Item IV.3 of Section IV - Contractors for Electrical Works shall be substituted as under :-

"IV. 3 Extent upto which qualified to tender : The contractors of various classes shall be qualified to tender upto the extent prescribed against each class as below :

S.No.	Classes	Extent upto which qualified to tender in each Circle
1	2	3
1.	E-xy I	Any amount
2.	E-xy II	Upto Rs. 50 lakhs
3.	E-xy III	Upto Rs. 20 lakhs
4.	E-xy IV	Upto Rs. 7.50 lakhs"

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8. The existing Item IV.4 of Section IV - Contractors for Electrical Works shall be substituted as under :-

"IV.4 Registration (Enlistment) Fee and Security Deposit for enlistment : Contactor for electrical works desiring enlistment in any class shall have to make Registration Fee (non-refundable) as mentioned in column 3 and deposit of Security Deposit as mentioned in column 4 of the following table along with the application form (RPWA 108):

S. No.	Class of Contractor	Amount of Registration Fee (non-refundable)	Amount of Security Deposit in form of Interest bearing Deposit/FDR of Nationalised /Schedule Bank
1	2	3	4
1.	E-xy I	Rs. 9000	Rs. 1,50,000
2.	E-xy II	Rs. 4500	Rs. 60,000
3.	E-xy III	Rs. 2250	Rs. 30,000
4.	E-xy IV	Rs. 1125	Rs. 15,000"

9. The following last paragraph of Item IV.6 of Section IV - Contractors for Electrical Works shall be deleted :-

"The enlisted contractors have to submit experience and quantum of work after every 3 years. If specified experience of work will not be executed by the contractor his registration will be cancelled."

10. The existing Item V.3 of Section V - Sanitary, Pipe Fitting and Plumbing Works Contractors shall be substituted as under :-

"V.3 Extent upto which qualified to tender : The contractors of various classes shall be qualified to tender upto the extent prescribed against each class as below :

S.No.	Class of contractors	Extent upto which qualified to tender in each case
1	2	3
1.	"S I" Class	Any amount
2.	"S II" Class	Upto Rs. 15.00 lac
3.	"S III" Class	Upto Rs. 7.50 lac
4.	"S IV" Class	Upto Rs. 3.00 lac"

11. The existing Item V.4 of Section V - Sanitary, Pipe Fitting and Plumbing Works Contractors shall be substituted as under :-

"V.4 Registration (Enlistment) Fee and Security Deposit for Enlistment : Contractors for sanitary, pipe fitting and plumbing works desiring enlistment in any class would have to pay Registration Fee (non-refundable) as mentioned in column 3 and deposit of Security Deposit as mentioned in column 4 of following table alongwith the application form (RPWA 108).

S. No.	Class of Contractor	Amount of Registration Fee (non-refundable)	Amount of Security Deposit in form of Interest bearing Deposit/FDR of Nationalised /Schedule Bank
1	2	3	4
1.	"S I" Class	Rs. 9000	Rs. 1,50,000
2.	"S II" Class	Rs. 4500	Rs. 60,000
3.	"S III" Class	Rs. 2250	Rs. 30,000
4.	"S IV" Class	Rs. 1125	Rs. 15,000"



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12. The existing Item VI.3 of Section VI - Contractors for Painting Works shall be substituted as under :-

"VI.3 Extent upto which qualified to tender : The contractors of various classes shall be qualified to tender upto the extent prescribed against each class as below :

S.No.	Class of contractors	Extent upto which qualified to tender in each case
1	2	3
1.	"P I" Class	Any Amount
2.	"P II" Class	Upto Rs. 15.00 lacs
3.	"P III" Class	Upto Rs. 7.50 lacs
4.	"P IV" Class	Upto Rs. 3.00 lacs"

13. The existing Item VI.4 of Section VI - Contractors for Painting Works shall be substituted as under :-

"VI.4 Registration (Enlistment) Fee and Security Deposit for Enlistment : Contractors for painting works desiring enlistment in any class would have to pay Registration Fee (non-refundable) as mentioned in column 3 and deposit of Security Deposit as mentioned in column 4 of following table alongwith the application form (RPWA 108).

S. No.	Class of Contractor	Amount of Registration Fee (non-refundable)	Amount of Security Deposit in form of Interest bearing Deposit/FDR of Nationalised / Schedule Bank
1	2	3	4
1.	"P I" Class	Rs. 9000	Rs. 1,50,000
2.	"P II" Class	Rs. 4500	Rs. 60,000
3.	"P III" Class	Rs. 2250	Rs. 30,000
4.	"P IV" Class	Rs. 1125	Rs. 15,000"

14. The existing Item VII.1 of Section VII - Performance of Contractors shall be substituted as under :-

"VII.1 The Certificate regarding Workmanship and quality of work done by Contractors shall be granted by the authority Engineer/Engineer incharge of the work. Each Officer shall maintain a register showing the enlistment of various Contractors under different classes. Whenever Contractors are black-listed, removed, demoted or temporarily suspended from the Register of Contractor, remarks shall be made in the register against the Contractor concerned and copy of order shall be sent to all Engineering Departments."



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15. The existing point (iv) and (v) of Item VIII.3 of Section VIII - Removal from the Register shall be substituted as under :-
 "(iv) fails to secure any contract during the period of last two consecutive years,
 (v) fails to furnish the required 3 months/last quarter GST return as required under these rules,"
16. यह आदेश जारी होने की दिनांक से होने वाले नवीन पंजीयन हेतु Application Form Fee रुपये 500/- होगी।
17. विद्यमान पंजीकृत संवेदकों से बढ़ी हुई registration fees नहीं ली जायेगी, तथापि इन नियमों के अधीन किसी भी कारण से renewal of provisional enlistment or renewal of enlistment करवाने पर परिशिष्ट-XVI के बिंदु 1.5 के प्रावधानानुसार बढ़ी हुई फीस का 20 प्रतिशत भुगतान करना होगा।
18. संबंधित Enlisting Authority वर्तमान में पंजीकृत संवेदकों से बढ़ी हुई सिक्कूरिटी डिपोजिट की अन्तर राशि आदेश जारी होने की दिनांक से 6 माह में जमा किया जाना सुनिश्चित करेंगे, तब तक वर्तमान में पंजीकृत संवेदक बढ़ी हुई सीमा के अनुसार निविदा में भाग ले सकेंगे। यदि विद्यमान पंजीकृत संवेदक उक्त अन्तर राशि आदेश जारी होने की दिनांक से 6 माह के भीतर जमा कराने में विफल रहता है तो उसका रजिस्ट्रेशन निरस्त समझा जावेगा।

(देवाशीष पृष्ठी)

शासन सचिव, वित्त (बजट)

प्रतिलिपि निम्नलिखित को सूचनार्थ, आवश्यक कार्यवाही एवं अपने अधीनस्थ कार्यालयों को सूचित करने हेतु प्रेषित है :-

1. अति.मुख्य सचिव/प्रमुख सचिव, माननीय राज्यपाल/माननीय मुख्यमंत्री महोदय, राजस्थान।
2. समस्त विशिष्ट सहायक/निजी सचिव, समस्त मंत्रीगण/राज्य मंत्रीगण।
3. वरिष्ठ उप सचिव, मुख्य सचिव, राजस्थान।
4. निजी सचिव, समस्त अति. मुख्य सचिव/ प्रमुख शासन सचिव/ शासन सचिव/विशिष्ट शासन सचिव।
5. प्रधान महालेखाकार, राजस्थान, जयपुर।
6. समस्त विभागाध्यक्ष/जिला कलेक्टर/संभागीय आयुक्त।
7. निदेशक, कोष एवं लेखा विभाग, राजस्थान, जयपुर।

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8. मुख्य अभियंता एवं अतिरिक्त सचिव/मुख्य अभियंता, समस्त निर्माण विभाग राजस्थान।
9. वित्तीय सलाहकार, समस्त निर्माण विभाग राजस्थान।
10. कोषाधिकारी समस्त।
11. कार्मिक एवं प्रशासनिक सुधार विभाग(फोर्टीफिकेशन) अतिरिक्त प्रति सहित।
12. तकनीकी निदेशक, वित्त विभाग को भेजकर लेख है कि वित्त (समन्वय) विभाग के आदेश संख्या प. 17 (1) वित्त (समन्वय)/04 दिनांक 22.6.2004 के क्रम में इस परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावें।

प्रतिलिपि निम्नांकित को भी आवश्यक कार्यवाही एवं सूचनाएँ प्रेषित है :-

1. सचिव, राजस्थान विधान सभा, राजस्थान, जयपुर।
2. पंजीयक, राजस्थान उच्च न्यायालय, जोधपुर/जयपुर।
3. सचिव, राजस्थान लोक सेवा आयोग, अजमेर।
4. सचिव, लोकायुक्त सचिवालय, राजस्थान, जयपुर।
5. पंजीयक, राजस्थान सिविल सेवा अपील अधिकरण।

संयुक्त शासन सचिव

(PWF&AR-⁹⁸/2024)



राजस्थान सरकार
वित्त (जीएण्डटी) विभाग

क्रमांक: प. 6 (5) वित्त/साविलेनि/2018

जयपुर, दिनांक : 27.04.2020

परिपत्र

विषय:—ई-ग्रास पर ई-प्रोक्योरमेन्ट प्रक्रिया हेतु एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस जमा कराने एवं RISL फीस को कोषालय सचिवालय में संधारित पी.डी. खाते में हस्तान्तरित किये जाने की प्रक्रिया।

लोक उपापन प्रक्रिया में पारदर्शिता स्थापित करने के उद्देश्य से ई-प्रोक्योरमेन्ट पोर्टल पर ई-निविदाओं के प्रेषण के लिए एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस को ऑनलाईन ई-ग्रास सिस्टम के माध्यम से जमा करवाया जाना आवश्यक है। इसके अन्तर्गत ई-ग्रास पर एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी राशि एवं RISL फीस जमा कराने एवं RISL फीस को कोषालय सचिवालय में संधारित पी.डी. खाते में हस्तान्तरित किये जाने की क्रिया विधि निम्नानुसार है :—

1. बिडर द्वारा ई-ग्रास पर प्रोफाइल बनाने के बाद ई-प्रोक्योरमेन्ट हेतु बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस का भुगतान एक ही चालान से ऑनलाईन जमा करवाया जायेगा। इस राशि में से बोली दस्तावेज मूल्य एवं RISL फीस रिफण्ड योग्य नहीं होगी। बिड सिक्योरिटी हेतु बजट मद 8443-103, 108 एवं 109 में जमा राशि नियमानुसार संबंधित विभाग द्वारा रिफण्ड किये जाने हेतु सिस्टम में व्यवस्था की गयी है। RISL फीस (i) सिविल विभागों की निविदाओं हेतु बजट मद 8658-00-102-(16)-[01] (सिविल विभाग), (ii) निर्माण विभागों की निविदाओं हेतु बजट मद 8658-00-102-(16)-[02] (निर्माण विभाग) (iii) वन विभाग की निविदाओं हेतु बजट मद 8658-00-102-(16)-[03] (वन विभाग) के अन्तर्गत जमा की जायेगी। बोली दस्तावेज मूल्य हेतु निर्धारित राजस्व मद में बिडर द्वारा राशि जमा कराने हेतु ई-ग्रास पर प्रावधान उपलब्ध रहेगा।
2. बिड सिक्योरिटी जमा कराने के लिए सभी विभागों हेतु बजट मद 8443-103 जबकि निर्माण कार्य हेतु बिड सिक्योरिटी बजट मद 8443-108 (निर्माण विभागों) एवं 8443-109 (वन विभाग) में जमा कराने की दशा में डिविजन कोड का चयन ई-ग्रास पर किया जाना अनिवार्य होगा।

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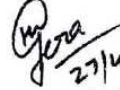
CFR.Rules-new

3. इस प्रक्रिया से जमा राशि का लेखांकन ई-कोषालय के स्तर पर किया जायेगा। ई-ग्रास पर उपलब्ध विभागवार/कार्यालयवार रिपोर्ट्स में जमा राशि से संबंधित रिपोर्ट्स प्रदर्शित की जायेगी।
4. ई-कोषालय में बिन्दु संख्या 1 में वर्णित बजट मद 8658-00-102-(16)-[01], [02], [03] के अन्तर्गत जमा RISL फीस को माह में दो बार बजट मद 8782-101 (Inter Treasury Transfer) के माध्यम से कोषालय (सचिवालय) जयपुर में RISL के पी.डी. खाते में जमा किये जाने हेतु समायोजन बिल के माध्यम से हस्तान्तरित किया जायेगा। जिसे कोषालय (सचिवालय) जयपुर द्वारा उसी माह में मद 8782-101 को माईनस क्रेडिट करते हुए RISL के पी.डी. खाते में अलग-अलग समायोजन बिलों के माध्यम से हस्तान्तरित किया जाना अनिवार्य होगा। यह सूचना ई-ग्रास से वॉम पर Seamless Data Sharing की व्यवस्था से हस्तान्तरित की जायेगी। सिस्टम पर उपलब्ध रिपोर्ट्स के माध्यम से संबंधित निर्माण खण्ड ई-ग्रास पर जमा राशि व रिफण्ड राशि का स्टेटस भी देख सकते हैं।
5. निर्माण कार्यों से संबंधित बिड हेतु उक्त चालान से संबंधित राशि निर्माण लेखों में फॉर्म 80 में प्रदर्शित होने पर कोषालयों द्वारा चालान की प्रति प्रत्येक मद में जमा राशि के लेखों के साथ महालेखाकार कार्यालय को उपलब्ध करवायी जायेगी।
6. उक्त प्रक्रिया के अन्तर्गत बिडर को प्रारम्भ में ई-प्रोक्योरमेन्ट पोर्टल पर बिड भरने के साथ-साथ ई-ग्रास पर एक चालान के माध्यम से ई-भुगतान का चयन करते हुए अपेक्षित राशि जमा करवाया जाना अनिवार्य होगा। इस प्रक्रिया को एन.आई.सी. द्वारा ई-प्रोक्योरमेन्ट पोर्टल से ई-ग्रास का इन्टीग्रेशन करते हुए अविलम्ब लिंक करने की व्यवस्था सुनिश्चित की जायेगी। व्यवस्था स्थापित होने तक बिडर को ई-ग्रास पर भुगतान होने के उपरान्त चालान CIN नम्बर के साथ जनरेट कर ई-प्रोक साईट पर स्कैन कर अपलोड करना होगा। ई-ग्रास एवं ई-प्रोक्योरमेन्ट का लिंक स्थापित होने के उपरान्त अपलोड किए जाने की आवश्यकता नहीं रहेगी तथा ई-ग्रास सिस्टम ई-प्रोक्योरमेन्ट पोर्टल से बिडर का नाम लेने के स्थान पर सिस्टम जनरेटेड कोड फेच करेगा तथा बिड फाइनल होने के बाद बिडर का नाम पूर्व के कोड से पलेग करते हुए किया जाना सुनिश्चित करेगा जिससे बिडर को होने वाले रिफण्ड भुगतान में असुविधा न हो। उपापन संस्था द्वारा ई-ग्रास पर कार्यालयवार उपलब्ध रिपोर्ट्स एवं ई-कोषालय के TY-33 से जमाओं का मिलान भी सुनिश्चित किया जावेगा।
7. ई-प्रोक्योरमेन्ट पोर्टल के ई-ग्रास पोर्टल से इन्टीग्रेशन के उपरान्त ई-प्रोक्योरमेन्ट पोर्टल पर निर्माण कार्यों से संबंधित बिड भरने हेतु बजट मद 8443-108,109 में बनाये गये चालान की राशि निर्माण लेखों में सम्मिलित किये जाने के उद्देश्य से प्रविष्टि एक कोड के साथ एन.आई.सी. वॉम को उपलब्ध करायी जावेगी। बिड खुलने के बाद उक्त प्रविष्टि हेतु संवेदक का नाम एवं अन्य विवरण एन. आई. सी. (वॉम) को उपलब्ध कराया जायेगा।

एनआईसी (वॉम) द्वारा तदनुसार ही प्रविष्टि को निर्माण लेखों में सम्मिलित किया जावेगा, जिसके पश्चात् ही बिड सिक्योरिटी राशि रिफण्ड किये जाने हेतु उपलब्ध होगी। इस हेतु ई-ग्रास व ई-प्रोक पोर्टल का इन्टीग्रेशन व लिंक किया जायेगा। ई-प्रोक पोर्टल से भुगतान हेतु संवेदक को ई-ग्रास पर आने का लिंक तथा ई-ग्रास पर भुगतान करने के तुरन्त पश्चात् ई-प्रोक पोर्टल पर जाने का लिंक भी दिया जायेगा।

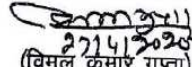
8. ई-प्रोक्योरमेन्ट हेतु बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस का भुगतान एक ही चालान से ई-ग्रास के माध्यम से जनरेट किये जाने पर संबद्ध एजेन्सी बैंक को तीनों बजट मदों की कुल राशि एवं जीआरएन नम्बर के साथ प्रेषित किया जायेगा तथा बैंक द्वारा जमा राशि के स्कॉल दिये जाने पर सिस्टम पर ई-कोषालय को पृथक-पृथक उक्त तीनों मदों में जमा राशि के अनुसार चालान नम्बर जनरेट करने, लेखा सूचियां तैयार करने एवं लेखांकन करने हेतु व्यवस्था की जायेगी।
9. ई-कोषालय के स्तर पर उक्त जमा राशि का पूर्ण लेखांकन तथा मिलान दैनिक आधार पर अनिवार्य रूप से किया जाना सुनिश्चित किया जायेगा।
10. ई-प्रोक पोर्टल के अतिरिक्त की जाने वाली बिड हेतु (जिनमें RISL Fees जमा नहीं होती) भी बिड सिक्योरिटी हेतु बजट मद 8443-103, 108, 109 व बोली दस्तावेज मूल्य राशि निर्धारित राजस्व बजट मद में जमा कराने हेतु सिंगल चालान से उक्त माध्यम से बिडर/कार्यालय द्वारा जमा करवायी जा सकेगी। इस व्यवस्था में मेन्यूअल एवं ई-मोड उपलब्ध रहेंगे।
11. यह आदेश तुरन्त प्रभाव से लागू होगा।

अतः उक्त दिशा-निर्देशों की अक्षरशः पालना की जावे।



27/4/2020
(हेमन्त कुमार गेरा)
शासन सचिव,
वित्त (बजट) विभाग

प्रतिलिपि-निम्नांकित को सूचनार्थ व आवश्यक कार्यवाही एवं अपने अधीनस्थ कार्यालयों को सूचित करने हेतु प्रेषित है:-

1. निजी सचिव, राज्यपाल/मुख्यमंत्री/समस्त मंत्रीगण/राज्य मंत्रीगण।
2. निजी सचिव, मुख्य सचिव/समस्त प्रमुख शासन सचिव/समस्त शासन सचिव/समस्त विशिष्ट शासन सचिव।
3. प्रधान महालेखाकार (सिविल लेखा परीक्षा)/(ए एण्ड ई) राजस्थान, जयपुर।
4. महालेखाकार (प्राप्ति एवं वाणिज्यिक लेखा परीक्षा)/(ए एण्ड ई) राजस्थान, जयपुर।
5. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
6. निदेशक, कोष एवं लेखा विभाग, राजस्थान, जयपुर को सिस्टम पर एन.आई.सी. के माध्यम से पूर्ण कार्यवाही सुनिश्चित करने हेतु।
7. समस्त वित्तीय सहायकार/मुख्य लेखाधिकारी समस्त विभाग को पालना सुनिश्चित करने हेतु।
8. समस्त कोषाधिकारी को पालना सुनिश्चित करने हेतु।
9. राज्य सूचना विज्ञान अधिकारी, एन.आई.सी. सचिवालय, जयपुर को सिस्टम में उक्त प्रावधान सुनिश्चित करने हेतु।
10. निदेशक (तकनीकी), वित्त विभाग को प्रेषित कर लेख है कि परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने का श्रम करार है।
11. रक्षित पत्रावली।


27/4/2020
(विमल कुमार गुप्ता)
संयुक्त शासन सचिव

(GF&AR 5/2020)

	राजस्थान राजपत्र विशेषांक	RAJASTHAN GAZETTE Extraordinary
	साधिकार प्रकाशित	Published by Authority
	चैत्र 25, गुरुवार, शके 1943-अप्रैल 15, 2021 <i>Chaitra 25, Thursday, Saka 1943- April 15, 2021</i>	

भाग 4 (ग)

उप-खण्ड (1)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

**FINANCE (G&T) DEPARTMENT
NOTIFICATION**

Jaipur, April 15, 2021

G.S.R.275 -In exercise of the powers conferred by sub-section (2) of section 6 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) read with rule 32 of the Rajasthan Transparency in Public Procurement Rules, 2013, the State Government, being of the opinion that it is necessary for the socio-economic policies of the Central Government or the State Government, utilization of resources and expertise of the departments and enterprises of the Central Government or the State Government and saving the time, money and efforts of the procuring entities required in inviting and processing bids individually hereby makes the following amendment in this department's notification number F.1(8)/FD/GF&AR/2011 dated 04 September, 2013, as amended from time to time, namely:-

AMENDMENT

In the said notification, the existing condition 4 of General Conditions shall be substituted by the following, namely:-

- "4. In case, procurement of goods, works is to be made from a government company or company owned or controlled directly or indirectly, by the Central Government or by any State Government or Governments or partly by the Central Government and partly by one or more State Governments which is subject to audit by the auditor appointed by the Comptroller and Auditor General of India under sub section (5) or (7) of section 139 of the Companies Act, 2013 or autonomous bodies, registered societies, co-operative societies, other than owned or controlled or managed by the State Government then, approval of the Departmental High Power Committee shall be obtained before procurement. The High Power Committee of the department shall be as under :-

- | | |
|--|--------------------|
| 1. Additional Chief Secretary/ Principal Secretary/
Secretary of the department | - Chairperson |
| 2. Head of the Department | - Member |
| 3. Senior most officer of Accounts Services | - Member |
| 4. Technical Officer (if required) | - Member |
| 5. Officer in charge of the Store | - Member Secretary |

Note: The meeting of the Departmental High Power Committee shall not be held unless the accounts member is present.

Member Secretary of the Departmental High Power Committee shall be responsible for,-

- (i) preparation of agenda note and minutes of the meeting;
- (ii) justification of procurement from outside the State even if the State Government organisations/Government companies/ Boards/ Corporations/ Co-operative Societies etc. of Rajasthan is capable of supply of goods/execution of works;
- (iii) preparation of comparative statement of rates of subject matter of procurement from outside of the Rajasthan and within the State; and
- (iv) preparation of item-wise detail of rates of subject matter of the procurement."

[No. F.2(1)/FD/G&T-SPFC/2017]

By Order of the Governor,

Dr. Prithvi,
Secretary to the Government.
Finance (Budget) Department.

राज्य केन्द्रीय मुद्रणालय, जयपुर।

प.6(5)वित्त/साविलेनि/2018

जयपुर, दिनांक 22.10.2020

समस्त विभागाध्यक्ष,
राजस्थान

विषय:- ई-प्रोक्योरमेन्ट प्रक्रिया में ई-ग्रास पर एकल चालान के माध्यम से बोली दस्तावेज मूल्य, बोली प्रतिभूति राशि एवं आरआईएसएल प्रोसेसिंग फीस जमा कराने की प्रक्रिया के दौरान राशियों के गलत मद में जमा हो जाने की स्थिति में प्रतिदाय (Refund) की प्रक्रिया के संबंध में।

लोक उपापन की प्रक्रिया में पारदर्शिता स्थापित करने के उद्देश्य से ई-प्रोक्योरमेन्ट प्रक्रिया में ई-ग्रास पर एकल चालान के माध्यम से बोली दस्तावेज मूल्य, बोली प्रतिभूति राशि एवं आरआईएसएल प्रोसेसिंग फीस जमा कराने के संबंध में इस विभाग के समसंख्यक परिपत्र दिनांक 27.04.2020 द्वारा विस्तृत दिशा-निर्देश जारी किये गये हैं।

निदेशक, कोष एवं लेखा विभाग, राजस्थान तथा आरआईएसएल एवं सूचना प्रौद्योगिकी एवं संचार विभाग द्वारा प्रस्तुत जानकारी के अनुसार एकल चालान प्रक्रिया के दौरान अनेक संवेदकों द्वारा त्रुटिवश बोली प्रतिभूति राशि को आरआईएसएल प्रोसेसिंग फीस मद में तथा बोली दस्तावेज मूल्य राशि को बोली प्रतिभूति राशि मद में जमा करा दिये जाने के कारण अधिक जमा करायी गयी राशि के प्रतिदाय हेतु अनेक प्रकरण प्राप्त हो रहे हैं।

प्रकरण के संबंध में सक्षम स्तर पर विचार किये जाने के उपरान्त इस संबंध में की जाने वाली अग्रिम कार्यवाही के बाबत् निम्नानुसार दिशा-निर्देश एतद् द्वारा जारी किये जाते हैं:-


1. समस्त उपापन संस्थाएं ई-प्रोक्योरमेन्ट प्रक्रिया के दौरान जारी किये जाने वाले बोली प्रपत्र में ई-ग्रास पर एकल चालान के माध्यम से बोली दस्तावेज मूल्य, बोली प्रतिभूति राशि एवं आरआईएसएल प्रोसेसिंग फीस जमा कराने के बाबत् संवेदकों के मार्गदर्शनार्थ सम्पूर्ण प्रक्रिया का यथा स्थान उल्लेख किया जाना सुनिश्चित करावें। जिससे कि इस संबंध में त्रुटि जाने की संभावना को कम किया जा सके।
2. एकल चालान के माध्यम से बोली दस्तावेज मूल्य, बोली प्रतिभूति राशि एवं आरआईएसएल प्रोसेसिंग फीस जमा कराने की प्रक्रिया के दौरान त्रुटिवश एक मद की राशि दूसरे मद में जमा हो जाने की स्थिति में अधिक जमा राशि के प्रतिदाय के संबंध में निम्नांकित प्रक्रिया अपनायी जावें:-

(अ) **बोली दस्तावेज मूल्य मद** में बोली प्रपत्र में त्रुटिवश निर्धारित राशि से अधिक जमा हुई राशि लौटाने हेतु संवेदक द्वारा संबंधित विभाग को आवेदन किया जायेगा। संबंधित विभाग द्वारा बोली दस्तावेज मूल्य मद 0075 में बोली प्रपत्र के प्रावधानानुसार देय राशि से अधिक जमा हुई राशि रिफण्ड किये जाने हेतु स्वीकृति जारी की जायेगी तथा तत्संबंधी रिफण्ड बिल कोषालय को प्रस्तुत कर राशि संवेदक को लौटाने की कार्यवाही की जायेगी।

(ब) आरआईएसएल फीस मद के अन्तर्गत बोली प्रतिभूति राशि जमा होने की दशा में, चूंकि परिपत्र दिनांक 27.04.2020 में दी गई व्यवस्था के अन्तर्गत आरआईएसएल फीस मद में जमा राशि ई-कोषालय द्वारा उसी माह में कोषालय सचिवालय, जयपुर को स्थानान्तरित कर दी जाती है तथा कोषालय सचिवालय, जयपुर द्वारा यह राशि आरआईएसएल के पी.डी. खाते में जमा कर दी जाती है। इसलिये आरआईएसएल मद में त्रुटिवश नियमानुसार जमा होने वाली राशि से अधिक जमा हुई राशि के संबंध में बोली आमंत्रित करने वाले विभाग के माध्यम से अभ्यावेदन प्राप्त होने पर आरआईएसएल द्वारा उक्त लौटायी जाने वाली राशि स्वयं के पी.डी. खाते से पी.डी. पेमेन्ट एडवाइस के माध्यम से लौटाने की कार्यवाही की जायेगी।

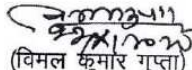
(स) बोली प्रतिभूति राशि मद 8443-103, 108, 109 में जमा वास्तविक राशि संबंधित विभाग द्वारा नियमानुसार ही लौटाने की कार्यवाही की जायेगी।

उपरोक्त निर्देशों अक्षरशः पालना सुनिश्चित की जावें।


(टी. रविकान्त)
शासन सचिव,
वित्त (बजट) विभाग

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. निदेशक, कोष एवं लेखा विभाग, राजस्थान को उनकी ई-मेल दिनांक 10.09.2020 के क्रम में प्रेषित है।
2. तकनीकी निदेशक (ई-प्रोक) एनआईसी, जयपुर को उनके पत्र क्रमांक एनआईसी/ई-प्रोक/ 2019/6001 दिनांक 10.09.2020 के क्रम में प्रेषित है।
3. निदेशक (वित्त) राजकोम्प इन्फो सर्विसेज लि0, जयपुर को उनके पत्र क्रमांक एफ.4. 2(02)/ आरआईएसएल/टेक./2011/1344 दिनांक 05.10.2020 के क्रम में प्रेषित है।
4. निजी सचिव, अतिरिक्त मुख्य सचिव, वित्त विभाग, राजस्थान, जयपुर।
5. निजी सचिव, शासन सचिव, वित्त (बजट) विभाग, राजस्थान, जयपुर।
6. निजी सहायक, संयुक्त शासन सचिव, वित्त (जीएण्डटी) विभाग, राजस्थान, जयपुर।
7. तकनीकी निदेशक वित्त विभाग को भेजकर लेख है परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावें।
8. रक्षित पत्रावली।


(विमल कुमार गुप्ता)
संयुक्त शासन सचिव

क्रमांक:एफ.3(4)वित्त/एसपीएफसी/एस.पी.पी.पी/तकनीकी/2020

दिनांक:- 22.10.2020

परिपत्र

राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 की धारा 17, आरटीपीपी नियम, 2013 के नियम 4 तथा इस विभाग द्वारा जारी परिपत्र संख्या-1 दिनांक 30.01.2014 व 13.05.2020 तथा समय-समय पर जारी अन्य परिपत्रों/आदेशों/दिशा-निर्देशों के अनुसार प्रत्येक उपापन संस्था द्वारा आरटीपीपी एक्ट की धारा 17(3) के बिन्दु संख्या 'क' से 'ज' में वर्णित समस्त सूचनाओं का राज्य लोक उपापन पोर्टल पर प्रकाशन किया जाना बाध्यकारी है परन्तु अधिकांश प्रकरणों में यह पाया गया है कि उपापन संस्थाओं द्वारा उपापन से सम्बन्धित समस्त अपेक्षित आवश्यक सूचनाओं का राज्य लोक उपापन पोर्टल पर प्रकाशन नहीं किया जा रहा है जो कि लोक उपापन में पारदर्शिता की भावना के विरुद्ध है।

राजस्थान लोक उपापन में पारदर्शिता अधिनियम की मूल भावना के अनुरूप उपापन में पारदर्शिता बढ़ाये जाने हेतु सफल बोलीदाताओं को दिये जाने वाले कार्यादेश का राज्य लोक उपापन पोर्टल पर उपापन संस्थाओं द्वारा प्रकाशन किये जाने हेतु एक नवीन मोड्यूल Work Order Identification Number (WIN) की सुविधा राज्य लोक उपापन पोर्टल पर प्रारंभ की गयी है जिस पर प्रत्येक कार्यादेश का प्रकाशन किये जाने पर Work Order Identification Number (WIN) जनरेट होगा।

इस प्रकार प्रत्येक कार्यादेश के लिए एक 16 अंक/अक्षर का कोड आवंटित किया जायेगा। आवंटित कोड के प्रथम तीन अक्षर विभाग के बारे में, आगामी चार अंक चालू वित्तीय वर्ष के लिए (वर्ष 2020-21 के लिए 2021), आगामी एक अक्षर W/S/G (Works/Services/Goods) उपापन की श्रेणी के बारे में, आगामी पांच अंक बोली संख्या के लिए इसके पश्चात कार्यादेश को प्रदर्शित करने हेतु W तथा अंतिम दो अंक कार्यादेश के क्रमांक के बारे में इंगित करेंगे।

राज्य लोक उपापन पोर्टल(SPPP) को आईएफएमएस से इंटीग्रेशन की कार्यवाही प्रक्रियाधीन है अतः कार्यादेशों के संदर्भ में किये जाने वाले भुगतानों में Work Order

Identification Number (WIN) का उल्लेख किया जाना अनिवार्य होगा अन्यथा तत्संबंधी बिलों का भुगतान किया जाना संभव नहीं हो सकेगा।

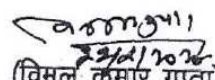
अतः समस्त विभागाध्यक्षों एवं उपापन संस्थाओं को एतद् द्वारा पुनः निर्देशित किया जाता है कि वे अपने विभाग में किए जाने वाले उपापनों से संबंधित आवश्यक सूचनाओं का प्रकाशन लोक उपापन पोर्टल पर नियमानुसार निर्धारित अवधि में ही कराना सुनिश्चित करावें।

उपरोक्त निर्देशों की अक्षरशः पालना की जावें।


(टी.राधिकान्त)
शासन सचिव
वित्त(बजट)विभाग

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु निम्नांकित प्रेषित है:-

1. निजी सचिव,राज्यपाल/मुख्यमंत्री/समस्त मंत्रीगण /राज्य मंत्रीगण ।
2. निजी सचिव,मुख्य सचिव/समस्त प्रमुख शासन सचिव/समस्त शासन सचिव/समस्त विशिष्ट शासन सचिव को उनके अधीनस्थ विभागों एवं उपक्रमों में लागू करवाने हेतु।
3. सचिव, राजस्थान विधान सभा, राजस्थान, जयपुर।
4. पंजीयक, राजस्थान उच्च न्यायलय,जोधपुर/जयपुर।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर।
6. सचिव, लोकायुक्त सचिवालय, राजस्थान,जयपुर।
7. समस्त उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग।
8. प्रधान महालेखाकार (ए एण्ड ई) राजस्थान, जयपुर।
9. प्रधान महालेखाकार ऑडिट राजस्थान, जयपुर।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त ।
11. पंजीयक, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर।
12. समस्त वित्तीय सलाहकार/मुख्य लेखाधिकारी समस्त विभाग।
13. समस्त कोषाधिकारी।
14. निदेशक (तकनीकी), वित्त विभाग को प्रेषित कर लेख है कि परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने का श्रम कराएँ।
15. रक्षित पत्रावली।


(विमल कुमार गुप्ता)
संयुक्त शासन सचिव,
वित्त (जीएण्डटी) विभाग

 सत्यमेव जयते		RAJASTHAN GAZETTE
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भाग (ग)

उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, October 22, 2021

G.S.R.364 .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Fourth Amendment) Rules, 2021.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Insertion of new rule 75A.- After the existing rule 75 and before the existing rule 76 of the Rajasthan Transparency in Public Procurement Rules, 2013, the following new rule 75A shall be inserted, namely:-

"75A. Additional Performance Security.- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation : For the purpose of this rule,- fifteen percent of

- Unbalanced Bid** means any bid below more than Estimated Bid Value. matter of procurement
- Estimated Bid Value** means value of subject mention in bidding documents by the Procuring Entity.
- Unbalanced Bid Amount** means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

[No. F.2(1)FD/G&T(SERC)/2017]
By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

राज्य केन्द्रीय मुद्रणालय, जयपुर।

कार्यालय मुख्य अभियंता सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

क्रमांक: -अ.मु.अ.(प्ला.)/अ.अ.,एस.एस&सी/परिपत्र/2021-22/डी- 21

दिनांक

13/3/22

परिपत्र

संवैधानिक करार जो कि राज्य सरकार या पब्लिक सेक्टर द्वारा संवेदक के साथ किये जाते हैं, उनमें मतभेद होने पर निर्णयाथ मध्यस्थ को भेजे जाने का प्रावधान रखा जाता है। माध्यस्थ एवं सुलह अधिनियम 1996 में वर्णित माध्यस्थ (Arbitration) प्रक्रिया अत्यन्त खर्चीली है तथा मध्यस्थ (Arbitrator) द्वारा प्राप्त अवार्ड को चुनौती देने के प्रावधान भी सीमित है जिससे राज्य के हित विपरीत रूप से प्रभावित होते हैं। इस तथ्य को दृष्टिगत रखते हुए महाधिवक्ता माननीय राजस्थान उच्च न्यायालय द्वारा मुख्य सचिव महोदय को प्रेषित पत्र दिनांक 08.08.2019 से संविदात्मक करारों से माध्यस्थ क्लॉज को हटाने का अभिमत दिया गया। महाधिवक्ता ने वाणिज्यिक न्यायालय एक्ट 2015 की ओर भी ध्यान आकर्षित कराते हुए यह राय दी है कि वर्तमान में समस्त वाणिज्यिक मतभेदों को वाणिज्यिक न्यायालय से निर्णित कराया जाना राज्य हित में होगा।

महाधिवक्ता के द्वारा दिये गये उक्त सुझावों के परिप्रेक्ष्य में माध्यस्थ एवं सुलह अधिनियम 1996 एवं वाणिज्यिक न्यायालय अधिनियम 2015 के प्रावधानों के संदर्भ में प्रयोज्यता बावत् राज्य सरकार द्वारा संवेदक से किये जाने वाले अनुबंधों में Deletion of Arbitration Clause के संबंध में प्रस्ताव वित्त विभाग को प्रेषित करने पर वित्त विभाग की वित्त (जी एण्ड टी) शाखा द्वारा PWF & AR में माध्यस्थ का प्रावधान नहीं होने का उल्लेख किया है।

तदनुसार निर्देशित किया जाता है कि चूंकि PWF & AR में मध्यस्थता का प्रावधान नहीं है अतः भविष्य में किये जाने वाले समस्त अनुबंधों में माध्यस्थ का क्लॉज नहीं रखा जाये। यदि किसी प्रकरण विशेष में माध्यस्थ क्लॉज रखा जाना आवश्यक हो तो ऐसे प्रकरण में वित्त विभाग की पूर्व अनुमति से ही माध्यस्थ करार रखा जाना वांछनीय होगा।

राज्य सरकार द्वारा संवेदक से किये जाने वाले अनुबंध के सम्बन्ध में विवाद होने की स्थिति में वाणिज्यिक न्यायालय/सक्षम सिविल न्यायालय के निर्णय मान्य होंगे, ऐसा प्रावधान अनुबंधों में रखा जाये।

Tech/...

Office of the Addl. C.E. P.W.D. Zone, KOTA	
R.P. 855	Date. 28/3/22
R/Clerk	OS ED TA S/O ACE

3/3/2022
(संजीव माथुर)

मुख्य अभियंता (पथ) एवं अति.सचिव
सा.नि.वि., राजस्थान, जयपुर

क्रमांक: -अ.मु.अ.(प्ला.)/अ.अ.,एस.एस&सी/परिपत्र/2021-22/डी-2।


दिनांक- 07/03/2022

प्रतिलिपी सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. निजी सचिव, प्रमुख शासन सचिव, वित्त विभाग, शासन सचिवालय, राजस्थान, जयपुर।
2. निजी सचिव, प्रमुख शासन सचिव, सा.नि.वि., शासन सचिवालय, राजस्थान, जयपुर।
3. निजी सचिव, शासन सचिव, सा.नि.वि., शासन सचिवालय, राजस्थान, जयपुर।
4. निजी सचिव, मुख्य अभियन्ता एवं अति. शासन सचिव, सा.नि.वि., राजस्थान, जयपुर।
5. मुख्य अभियन्ता, पथ/भवन/एन-एच/गुणवत्ता नियंत्रण/पीएमजीएसवाई/विद्युत सा.नि. वि., राजस्थान।
6. प्रबंध निदेशक आरएसआरडीसी लिमिटेड जयपुर।
7. निजी सचिव, वित्तीय सलाहकार, सा.नि.वि., जयपुर।
8. संयुक्त विधि परामर्शी, सा.नि.वि., जयपुर।
9. अतिरिक्त मुख्य अभियन्ता समस्त, सा.नि.वि., राजस्थान।
10. अधीक्षण अभियन्ता समस्त, सा.नि.वि., राजस्थान।
11. मुख्य लेखाधिकारी/लेखाधिकारी/सहायक लेखाधिकारी/खण्ड लेखाधिकारी/खण्डीय लेखाकार (मुख्यालय/समस्त संभाग/वृत्त कार्यालय/खण्ड कार्यालय, सा.नि.वि., राजस्थान।
12. अधिशासी अभियन्ता समस्त, सा.नि.वि., राजस्थान।
13. संयुक्त निदेशक (सिस्टम ऐनालिस्ट)-सा.नि.वि. को मिजवाकर लेख है कि उक्त परिपत्र को सा.नि.वि. की वेबसाइट पर अपलोड करने का श्रम करें।

31/3/2022
(संजीव माथुर)

मुख्य अभियन्ता (पथ) एवं अति.सचिव
सा.नि.वि., राजस्थान, जयपुर

	राजस्थान राजपत्र विशेषांक	RAJASTHAN GAZETTE Extraordinary
	साधिकार प्रकाशित	Published by Authority
	पौष 22, बुधवार, शाके 1943-जनवरी 12, 2022 Pousa 22, Wednesday, Saka 1943- January 12, 2022	

भाग 4 (ग)

उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, January 12, 2022

G.S.R.398 :-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. **Short title and commencement.**- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2022.
- (2) They shall come into force from the date of their publication in the Official Gazette.

2. **Amendment of rule 75.**- In rule 75 of the said rules,-

- (i) in proviso to sub-rule (2), for the existing expression "31.12.2021", the expression "31.03.2023" shall be substituted; and
- (ii) in proviso to clause (f) of sub-rule (3), for the existing expression "31.12.2021", the expression "31.03.2023" shall be substituted.

[No. F.2(1)FD/G&T(SPFC)/2017]

By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

*AO
P/ read and
check the change
form
13/1/22*

1936

Government Central Press, Jaipur.

Copy Forwarded to the following for information and necessary action.

The Superintending Engineer

P.W.D. Circle

SE P.W.D. Dn

NO 3489
13-1-2022
Following for information
and necessary action.
The Superintending Engineer
P.W.D. Circle Kota
SE P.W.D. Dn
Electrical
13/1/22
Trsd
Addl. Chief Engineer
P.W.D. Kota

क्रमांक : प. 3 (1)वित्त/साविलेनि/2020

जयपुर, दिनांक : 29.01.2024

परिपत्र

प्रायः यह देखा गया है कि राज्य सरकार एवं संवेदकों के मध्य संपादित किये जाने वाले सभी प्रकार के संविदात्मक करारों (All contractual agreements) में आपसी मतभेद होने की स्थिति से निपटने हेतु मध्यस्थता (Arbitration) का प्रावधान रखा जा रहा है। जबकि सामान्य वित्तीय एवं लेखा नियमों, लोक निर्माण वित्तीय एवं लेखा नियमों एवं राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 एवं नियम 2013 में इस संबंध में कोई प्रावधान उपलब्ध नहीं है।

माननीय महाधिवक्ता, राजस्थान द्वारा भी इस संबंध में अपनी राय व्यक्त करते हुए सभी संविदात्मक करारों में मध्यस्थता के प्रावधान को राज्य हित के विपरीत बताया गया है। अतः समस्त उपापन संस्थाओं को एतद्वारा निर्देशित किया जाता है कि भविष्य में किये जाने वाले सभी संविदात्मक करारों में मध्यस्थता (Arbitration) से संबंधित प्रावधान को नहीं रखा जावे।



(मनीष माथुर)

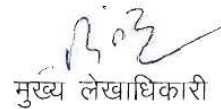
संयुक्त शासन सचिव

प्रतिलिपि निम्नलिखित को सूचनार्थ, आवश्यक कार्यवाही एवं अपने अधीनस्थ कार्यालयों को सूचित करने हेतु प्रेषित है :-

1. प्रमुख सचिव, माननीय राज्यपाल/माननीय मुख्यमंत्री महोदय, राजस्थान।
2. समस्त विशिष्ट सहायक/निजी सचिव, समस्त मंत्रीगण/राज्य मंत्रीगण।
3. वरिष्ठ उप सचिव, मुख्य सचिव, राजस्थान।
4. निजी सचिव, समस्त अति मुख्य सचिव/प्रमुख शासन सचिव/शासन सचिव/विशिष्ट शासन सचिव।
5. प्रधान महालेखाकार, राजस्थान, जयपुर।
6. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
7. समस्त उपापन संस्थाएँ।
8. निदेशक, कोष एवं लेखा विभाग, राजस्थान, जयपुर।
9. कोषाधिकारी समस्त।
10. कार्मिक एवं प्रशासनिक सुधार विभाग(कोडीफिकेशन) अतिरिक्त प्रति सहित।
11. तकनीकी निदेशक, वित्त विभाग को भेजकर लेख है कि वित्त (सामान्य) विभाग के आदेश संख्या प. 17 (1) वित्त (सामान्य)/04 दिनांक 22.6.2004 के क्रम में इस परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावे।

प्रतिलिपि निम्नांकित को भी आवश्यक कार्यवाही एवं सूचनार्थ प्रेषित है :-

1. सचिव, राजस्थान विधान सभा, राजस्थान, जयपुर।
2. पंजीयक, राजस्थान उच्च न्यायालय, जयपुर/जयपुर।
3. सचिव, राजस्थान लोक सेवा आयोग, अजमेर।
4. सचिव, लोकायुक्त सचिवालय, राजस्थान, जयपुर।
5. पंजीयक, राजस्थान सिविल सेवा अपील अधिकरण।



मुख्य लेखाधिकारी

(PWF&AR - 95/2024)



राजस्थान सरकार
वित्त विभाग
(सामान्य वित्तीय एवं लेखा नियम अनुभाग)

क्रमांक : प.2(4)वित्त/लोनिविलेनि/99-पार्ट-॥

जयपुर, दिनांक : ०५-०७-२०१९

आदेश

विषय : लोक निर्माण वित्तीय एवं लेखा नियमों के भाग-॥ में संशोधन।

राज्यपाल महोदय लोक निर्माण वित्तीय एवं लेखा नियम भाग-॥ में निम्न प्रकार संशोधन करने के आदेश एतद्वारा प्रदान करते हैं:-

- परिशिष्ट XI (संविदा की शर्तों) के खण्ड (Clause) 45 एवं 45क को निम्न प्रकार से संशोधित किया जाता है :

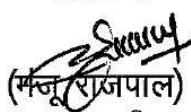
विद्यमान प्रावधान	संशोधित प्रावधान
<p>Clause 45 : Price Variation Clause</p> <p>If, during the progress of the contract of value exceeding Rs. 50 lac (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than 3 months (both the conditions should be fulfilled), the price, of any materials/bitumen/diesel and petrol/ cement/ steel incorporated in the works (not being materials to be supplied by the department) and/or wages of labour increases or decreases, as compared to the price and/or wages prevailing at the date of opening of tender or date of negotiations for the work, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/ labour/bitumen/ diesel and petrol/cement/ steel. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment.</p>	<p>Clause 45 : Price Variation Clause</p> <p>If, during the progress of the contract of value exceeding Rs. 50 lac (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than 3 months (both the conditions should be fulfilled), the price, of any materials/ bitumen/diesel and petrol/ cement/steel incorporated in the works (not being materials to be supplied by the department) and/or wages of labour increases or decreases, as compared to the price and/or wages prevailing at the last date of submission of bids, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department) /labour/ bitumen/diesel and petrol/ cement/ steel.</p>

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<p>Clause 45A : Price Variation in installation of elevators, supply/ installation of Centrally Air Conditioning and Central Evaporating Cooling Works.</p> <p>In all cases of contracts for installation of elevators, supply /installation of Central Air Conditioning and Central Evaporating Cooling Works, the price quoted shall be based on the Indian Electrical and Electronics Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/ components and labour cost as on the date of quotation/tender, and the same is deemed to be related to wholesale price index number of metal products and All India Average consumer price index number of industrial workers as specified below. In case of any variation in these index numbers, the prices shall be subject to adjustment up or down in accordance with following formula.</p>	<p>Clause 45A : Price Variation in installation of elevators, supply/installation of Centrally Air Conditioning and Central Evaporating Cooling Works.</p> <p>In all cases of contracts for installation of elevators, supply /installation of Central Air Conditioning and Central Evaporating Cooling Works, the price quoted shall be based on the Indian Electrical and Electronics Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/components and labour cost as on the last date of submission of bids, and the same is deemed to be related to wholesale price index number of metal products and All India Average consumer price index number of industrial workers as specified below. In case of any variation in these index numbers, the prices shall be subject to adjustment up or down in accordance with following formula.</p>
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2. मूल्य विचलन की गणना हेतु क्लॉज 45 में दिए गए सूत्र (A) से (F) तक तथा क्लॉज 45A में जो सूत्र दिये गये हैं उनमें भी क्लॉज 45 एवं 45A में किये गये उक्त संशोधन अनुसार "last date of submission of bid" को ही आधार तिथि मानते हुए तदनुरूप ही संशोधन समझा जाकर मूल्य विचलन की गणना की जावे।
3. यह आदेश जारी होने की दिनांक से जो 'बोली आमंत्रित करने वाले नोटिस'(NIB) प्रकाशित किए जाएंगे उन सभी उपापनों पर यह संशोधित प्रावधान लागू होंगे।
4. इस आदेश दिनांक से पूर्व प्रारंभ हो चुकी बोली/उपापन प्रक्रियाओं एवं अनुबंधों में पूर्व के ही प्रावधान लागू होंगे।

आज्ञा से

 (राजपाल)
 शासन सचिव
 वित्त (बजट) विभाग

OFFICE OF THE CHIEF ENGINEER PWD, RAJASTHAN JAIPURS. No: - **SE (Bridge) / JOINT VENTURE / 2023 / D- 282**Date: **4.05.2023****Circular****Sub: -** Eligibility criteria for bidders participating in tenders as Joint Venture (JV).

It has been observed that sufficient participation of contractors are not received in road/building projects bids. In some cases, even after repetitive bidding either single bids are received bids are cancelled due to failure to meet technical requirement. Due to insufficient participation of contractors and getting non-competitive rates, road/building projects are getting delayed.

Presently, there are no prescribed guidelines available for allowing JV for road/building projects procurement.

In view of above, clauses of evaluation criteria to be used in JV, bids for **all State funded Bridges, Road projects and Building Projects only**, Joint Venture (JV) shall be allowed to participate in bids of works as under:-

- (i) Bid Amount for Road /Bridge Works : **More than Rs 30.00 Cr**
- (ii) Bid Amount for Building Works : **More than Rs 25.00 Cr**
- (iii) Number of JV members shall not exceed two.
- (iv) All JV entities shall be Indian Firms/Companies.
- (v) All other provisions of Rule 39 and provisions pertaining to JV given in Rule 79N (2 to 4) of "The Rajasthan Transparency in Public Procurement Rules, 2013" shall be applicable. (Copy enclosed)

1. Eligibility Criterion:

Criteria	Requirement	Compliance Requirements			
		Single Entity	Joint Venture		
			All Partners Combined	Each Partner	Lead partner
i) Nationality	Nationality in accordance with ITB sub Clause 1.4.2	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	Must meet requirement
ii) Conflict of Interest	No conflicts of interest in accordance with ITB Sub-clause 1.4.3	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	Must meet requirement
iii) Debarment/ Transgression by any Procuring Entity.	Must declare	Must declare	Must declare	Must declare	Must declare

2. Pending Litigation Criterion:

Pending Litigation	All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than as specified in the Bid document.	Must meet requirement by itself or as partner to past or existing JV.	-	Must meet requirement by itself or as partner to past or existing JV.	-
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3. Financial Requirement:

Criteria	Requirement	Compliance Requirements			
		Single Entity	Joint Venture		
			All Partners Combined	Each Partner	Lead partner
Average Annual Construction Turn over	Minimum average annual construction Turnover as specified in the Contract Data of Bid document.	Must meet requirement	Must meet requirement	Must meet more than 30% of the requirement	Must meet more than 50% of the requirement

4. Experience Criterion:

Criteria	Requirement	Compliance Requirements			
		Single Entity	Joint Venture		
			All Partners Combined	Each Partner	Lead partner
(i) General Construction Experience	Experience under Construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 Years prior to the Bid Submission deadline.	Must meet requirement	-	Must meet requirement	-
(ii) Specific Construction Experience					
(a) Contracts of similar size and nature	The bidder should have completed atleast one work of similar nature of Road/Bridge work in last 5 years (including current year, if opted by the bidder) of the value (updated to present price level) as specified in the Contract Data of Bid document	Must meet requirement	Must meet requirement	Must meet more than 30% of the requirement	Must meet more than 50% of the requirement

5. Personnel:

List of personnel required as per contract data of Bid document: All the members of JV jointly must possess all the required personnel collectively.

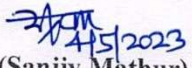
6. Bid capacity :

Bidders who meet the minimum qualification criteria shall be qualified only if their available bid capacity at the time of bidding is more than the total estimated cost of the works for which bid is submitted. The available bid capacity shall be calculated as under:-

Criteria	Requirement	Compliance Requirements			
		Single Entity	Joint Venture		
			All Partners Combined	Each Partner	Lead partner
Average Annual Construction Turn over	Assessed Available Bid Capacity: as specified in the Contract Data of Bid document.	Must meet requirement	Must meet requirement	Must meet more than 30% of the requirement	Must meet more than 50% of the requirement

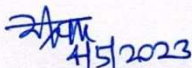
These guidelines will be applicable with immediate effect.

Encl: - As above.


 (Sanjiv Mathur)
 Chief Engineer & Addl Secretary
 PWD Rajasthan Jaipur

Copy forwarded to the following:-

1. SA, to Hon'ble PWM GoR
2. PS to Principal Secretary, PWD Govt of Rajasthan.
3. PS to Secretary, PWD Govt of Rajasthan.
4. Chief Engineer Building/NH/QC/PMGSY PWD Govt of Rajasthan.
5. FA PWD Govt of Rajasthan
6. ACE PWD Zone.....(ALL)
7. SE PWD Circle.....(ALL)
8. EE PWD Division.....(ALL)


 (Sanjiv Mathur)
 Chief Engineer & Addl Secretary
 PWD Rajasthan Jaipur

CHAPTER IV *Offences and Penalties*

41. Punishment for taking gratification or valuable thing in respect of public procurement.- Whoever, being an officer or employee of the procuring entity acting in connection with any procurement process, accepts or obtains or agrees to accept or attempts to obtain from any person, for himself or for any other person, any gratification other than legal remuneration or any valuable thing without consideration or for a consideration which he knows to be inadequate, in connection with such public procurement, as a motive or reward for doing or forbearing to do any official act or for showing or forbearing to show, in the exercise of his official functions, favour or disfavour to any person or for rendering or attempting to render any service or disservice to any person, shall be punishable with imprisonment which shall be not less than six months but which may extend to five years and shall also be liable to fine.

42. Interference with procurement process.- (1)
Whoever-

- (a) interferes with or influences any procurement process with the intention of securing any wrongful gain or undue advantage for any prospective bidder or bidder; or
- (b) interferes with the procurement process with the intention of causing any unfair disadvantage for any prospective bidder or bidder; or
- (c) engages in any action or lobbying, directly or indirectly, with the objective of unduly restricting fair competition; or
- (d) intentionally influences any procuring entity or any officer or employee thereof or wilfully or fraudulently makes any assertion or representation that would restrict or constrain fair competition in any procurement process; or

- (e) engages a former officer or employee of a procuring entity as an employee, director, consultant, adviser or otherwise, within a period of one year after such former officer or employee was associated with a procurement in which the employer had an interest; or
- (f) engages in any form of bid-rigging, collusive bidding or anticompetitive behaviour in the procurement process; or
- (g) intentionally breaches confidentiality referred to in section 49 for any undue gain,

shall be punished with imprisonment for a term which may extend to five years and shall also be liable to fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

(2) A bidder who-

- (a) withdraws from the procurement process after opening of financial bids;
- (b) withdraws from the procurement process after being declared the successful bidder;
- (c) fails to enter into procurement contract after being declared the successful bidder;
- (d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

shall, in addition to the recourse available in the bidding documents or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

43. Vexatious appeals or complaints.- Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under this Act, with the intention of delaying or defeating any procurement or causing loss to any procuring entity

The Rajasthan Transparency in Public Procurement Rules, 2013

bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.

75. Performance security.-

¹[(1) Performance security shall be solicited from all successful bidders except the,-

- (i) Departments/Boards of the State Government or Central Government;
- (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
- (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
- (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government; or

⁶[(v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.]

However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.]

(2) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order²[:]

³[Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to ³[31.03.2023], the performance security shall be taken as under:-

- (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 3% of the amount of work order, in case of procurement of works;
- (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan; and
- (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR); and]

⁴[(2A) Notwithstanding anything contained in sub-rule (2) above, where the State Government being of the opinion that there exist grave situations such as natural calamity or Pandemic or Epidemic diseases or floods etc. in which the economy is adversely affected, the State Government may, by order, direct the procurement entity to reduce the performance security taken in case of existing contracts of ongoing projects, from such date and on such conditions as may be specified in the order.]

(3) Performance security shall be furnished in any one of the following forms-

- (a) deposit through eGRAS;
- (b) Bank Draft or Banker's Cheque of a scheduled bank;
- (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

1. Substituted by Notification No.F.2(1)FD/G&T(SPFC)/2017 dated 6.8.2018, published in Raj. Gazette EO Pt.4(I) dated 6.8.2018 for - ¹(1) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement."

2. Substituted by Notification No. No.F.2(1)FD/G&T(SPFC)/2017 dated 13.8.2020, published in Raj. Gazette EO Pt.4(Ga)(I) dated 13.8.2020 for - "1.]"

3. Added by Notification No. No.F.2(1)FD/G&T(SPFC)/2017 dated 13.8.2020, published in Raj. Gazette EO Pt.4(Ga)(I) dated 13.8.2020 and substituted by Notification No. No.F.2(1)FD/G&T(SPFC)/2017 dated 18.12.2020 for - "Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 to 31.03.2021, the performance security shall be taken as under:-

- (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 5% of the amount of work order, in case of procurement of works;
- (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan; and
- (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR)."

4. Inserted by Notification No.F.2(1)FD/G&T(SPFC)/2017 dated 17.3.2021, published in Raj. Gazette EO Pt. 4(Ga)(I) dated 17.3.2021.

5. Existing expression "31.12.2021" substituted by Notification No. No.F.2(1)FD/G&T(SPFC)/2017 dated 12.01.2022, published in Raj. Gazette EO Pt.4(Ga)(I) dated 12.01.2022.

6. Existing expression "or" appearing at the end of clause (iii) deleted, for the existing "punctuation mark "." appearing at the end of clause (iv), the expression ";" or" substituted and after clause (iv), so amended and before the existing expression "However, a performance security", the new clause (v) inserted by Notification No. No.F.2(1)FD/G&T-SPFC/2017 dated 20.12.2022, published in Raj. Gazette EO Pt.4(Ga)(I) dated 20.12.2022 and again substituted vide Notification dated 22.3.2023 for - (v) Bidder in procurement related to Nandishala Schemes of the Gopalan Department.

The Rajasthan Transparency in Public Procurement Rules, 2013

(d) ⁸[Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank]. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;

(e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

¹⁰[(ee) Insurance Surety Bonds issued by Insurer registered with the Insurance Regulatory and Development Authority of India (IRDA) for transact the business of issuing Insurance Surety Bonds]; and

¹¹[(f) In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill ²[:]]

³[Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to ⁵[31.03.2023], in case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 3% of the amount of the bill.]

(4) Performance security furnished in the form specified in ¹¹[clause (b) to (ee) of sub-rule (3)] shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

⁴[75A.Additional Performance Security.- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Gross, Demand Draft, Banker's Cheque, Government Securities ⁹[Bank guarantee or electronic bank guarantee (e-BG)].

Explanation : For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder ⁶[:]

⁷[Provided that in case of unbalanced bid relating to IT & e-Governance Project having cost of twenty crore rupees or more and approved by the State e-Governance Mission Team (SeMT), Department of Information Technology & Communication, Rajasthan as a High Tech Project, the Additional Performance Security shall not required to be taken.]

(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.]

76. Execution of agreement.- (1) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.

(2) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.

(3) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within in specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.

(4) The bidder shall be asked to execute the agreement on a nonjudicial stamp of specified value at its cost.

77. Confidentiality.- In addition to the restrictions specified in section 49, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

78. Cancellation of procurement process.- If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

79. Documentary record of procurement proceedings.- (1) Subject to the provisions of section 10, the procuring entity shall, in addition to record specified in clause (a) to (b) of sub-section (1) of the said section, maintain the following record, namely:-

- (a) the names and addresses of all bidders with bid prices and conditions of bid if bid is conditional;
- (b) the name and address of the successful bidder with price on which procurement is made;

1. Added by Notification No.F.1(E)DG&AR/2011 dated: 4.9.2013, published in Raj.Gazette EO Pl.4(Ga)(I) dated: 4.9.2013

2. Substituted by Notification No. No.F.2(1)FDG&T(SPFC)/2017 dated 13.8.2020, published in Raj. Gazette EO Pl.4(Ga)(I) dated 13.8.2020 for - "C,"

3. Added by Notification No. No.F.2(1)FDG&T(SPFC)/2017 dated 13.8.2020, published in Raj. Gazette EO Pl.4(Ga)(I) dated 13.8.2020 and substituted by Notification No. No.F.2(1)FDG&T(SPFC)/2017 dated 18.12.2020 for - "Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 to 31.03.2021, in case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 5% of the amount of the bill."

4. Inserted by Notification No.F.2(1)FDG&T(SPFC)/2017 dated: 22.10.2021, published in Raj.Gazette EO Pl.4(Ga)(I) dated: 22.10.2021.

5. Existing expression "31.12.2021" substituted by Notification No. No.F.2(1)FDG&T(SPFC)/2017 dated 12.01.2022, published in Raj. Gazette EO Pl.4(Ga)(I) dated 12.01.2022.

6. The existing punctuation mark (:) substituted by Notification No. No.F.2(1)FDG&T(SPFC)/2017 dated 19.10.2022, published in Raj. Gazette EO Pl.4(Ga)(I) dated 20.10.2022.

7. Proviso added by Notification No. No.F.2(1)FDG&T(SPFC)/2017 dated 19.10.2022, published in Raj. Gazette EO Pl.4(Ga)(I) dated 20.10.2022.

8. The existing words "Bank guarantee of a scheduled bank" substituted by Notification No. F.2(1)FDG&T(SPFC)/2017 dated 16.2.2023.

9. The existing words "or Bank guarantee" substituted by Notification No. F.2(1)FDG&T(SPFC)/2017 dated 16.2.2023.

10. Inserted by Notification No.F.2(1)FD/SPFC/2017 dated: 19.09.2024, published in Raj.Gazette EO Pl.4(Ga)(I) dated: 19.09.2024.

11. The existing words "clause (b) to (e) of sub-rule (3)" substituted by Notification No.F.2(1)FD/SPFC/2017 dated: 19.09.2024, published in Raj.Gazette EO Pl.4(Ga)(I) dated: 19.09.2024.

OFFICE OF THE CHIEF ENGINEER PWD, RAJASTHAN JAIPUR

S No. – F.7 (39)/Bridge/Roteda/Sec-II/2025-26-22229/D- 322

Date: 06.06.2025

**Additional Chief Engineer,
PWD Zone-Kota****Sub:** Tender document for "Construction of ROB at Railway crossing on Roteda to Sogariya Road in District Kota-Reg.**Ref:** – Your office letter no 656 dated 28.05.2025.

As recommended by you vide referred letter, following modifications in Standard Bidding Documents for EPC mode issued by MoRTH (i.e RFP & EPC Agreement) may be incorporated, as per prevailing rules and regulation of Govt of Rajasthan as under:-

S No	Reference of Clause	Item	As per original Standard Bidding Document of MoRTH	Modified in EPC document required
RFP Document				
1	1.1.1	Completion Period	–	15 Month
2	1.2.1	Uploading of DPR with other Tender Document	To be enclosed with bidding document uploaded	To be enclosed with bidding document uploaded
3	1.2.4	Bid Security	2% of NIT Cost	2% and 0.50% of NIT Cost for Unregistered and Registered Contractor Respectively.
4	1.1.2	DLP	10 Years	10 Years
5	2.1.11	Joint Venture	Applicable for projects costing Rs More than 100.00 Crore	Applicable for project costing more than Rs 30.00 Crore as per circular of CE PWD dated 04.05.2023
6	2.2.2.1	Bid capacity A=Max. value of any Civil Engg. Work during any of last 05 year N=Completion Period in Years B=Existing commitments C=Bonus (Bid Capacity should not be less than NIT amount.)	$A \times N \times 2.5 - B + C$	$A * N * 3 - B$; as per specified by AD for projects having value less than Rs 50 Cr. "A" should be read as: - A=Max. value of civil Engineering works executed in any one year during the last 5 years.
7	2.2.2.3(i)	Net Worth at Close of immediate preceding Year	5% of Project cost	5% of Project cost
8	2.2.2.3(ii)	Minimum Average Annual	20% of Project cost	20% of Project cost

Signature valid

Digitally signed by Sudhir Mathur
Designation: Chief Engineer
Date: 2025.06.06 10:20:43 IST
Reason: Approved

		Turnover		
9	2.2.2.2(iii)	For Stand Alone specialized Project	Two Similar completed works costing not less than amount equal to 25% each of estimated cost or One similar work costing not less than amount equals to 35% each of estimated cost For last Seven Year	Two Similar completed works costing not less than amount equal to 25% each of estimated cost or One similar work costing not less than amount equals to 35% each of estimated cost For last Seven Year
10	2.21	Performance Security	5% of Bid Value	@10% of Bid Value as per Rule 75(2) of RTPP Rule 2013.
11	2.21.1	Additional Performance Security	As per Circular MORTH E-file No. RW/NH-33044/34/2024-S&R(P&B) Computer No. 246283 Dated 30.04.2025	@{0.85*(G-Schedule Amount)-Rate Quoted by Contractor}/2; as per Rule 75A of RTPP Rule 2013.
12	2.21.4	Delay in submission of Performance Security	Max 60 days with penalty of 0.01% of Bid Value	As per section 42(2)(d) of RTPP Act 2012.
13	2.17	Validity of Bids	165 Days	165 Days
EPC Agreement				
14	10.2 (iii)	Designs	To be done by contractor, through Design Director then proof checking by proof consultant and then approval by authority Engineer.	To be done by contractor through design director and then proof checked by IIT Jodhpura / MNIT Jaipur and approved by Authority Engineer.
15		Liquid Assets	20% of project cost	20% of project cost
16	8.2.5	Right of way	90% within 30 days of Appointed	90% within 30 days of Appointed Date
17	18 (i)	Authority's Engineer	Concerned Superintending Engineer	Authority Engineer.
18	10.3(ii)	Penalty for delay in completion	0.05% of Bid Value per day	0.05% of Bid Value per day
19	19.2	Advance Payment	5% of Bid Value (Interest Free) after submission of BG.	Deleted
20	19.20	Bonus for early completion	—	Deleted
21	21.7	Force Majeure	Termination of agreement if force majeure prevails for more than 120 days	Termination of agreement if force majeure prevails for more than 120 days
22	22.1	Suspension of Agreement	To be revoked within 90 days, else it shall be deemed to be terminated	To be revoked within 90 days, else it shall be deemed to be terminated
23	23.1	Termination of Agreement	After cure period of 60 days for contractor default after 90 days for authority default & on 30 day notice by employer at his convenience.	After cure period of 60 days for contractor default after 90 days for authority default & on 30 day notice by employer at his convenience.

Signature valid

Digitally signed by Sachin Mathur
Designation: Chief Engineer
Date: 2025.06.10 11:20:43+05'30'
Reason: Approval

24	23.6(ii)	Payment on Termination of Contractor default on authority	10% of Unexecuted & Maintenance works	10% of Unexecuted & Maintenance works
25	20.1(vi)	Insurance	As per clause 20.1 and 20.9 of EPC standard BID Document of MoRTH	As per clause 20.1 and 20.9 of EPC standard BID Document of MoRTH
26	26.3	Dispute Resolution	Deleted	As per Clause 23 of PWF&AR Vol-II and CE&AS PWD Circular dated 07.03.2022.

Further, it is also directed to ensure the following, prior inviting the bids:-

1. To take provisions for utility shifting in Schedule-H.
2. Complete compliance of all the Circulars/directions issued by department till date, RTPP, PWF&AR and State Financial/Legal rules as on date.
3. No other modifications shall be made without prior approval of Competent Authority.

(Sudhir Mathur)
Chief Engineer (Bridges)
PWD, Rajasthan Jaipur

Copy forwarded to following:-

1. Superintending Engineer, PWD Circle-Kota.
2. Financial Advisor, PWD Rajasthan, Jaipur.

(Sudhir Mathur)
Chief Engineer (Bridges)
PWD, Rajasthan Jaipur

Signature valid

Digitally signed by Sudhir Mathur
Designation: Chief Engineer
Date: 2025.06.10 11:20:43 IST
Reason: Approved