

National Highways Authority of India

(Ministry of Road Transport & Highways)

Government of India

REQUEST FOR PRE-QUALIFICATION OF BIDDERS

(RFQ 2025)

FOR

Maintenance Works To Be Taken Up

On

Risk and Cost of the Concessionaire/Contractor



Published by:

*National Highways Authority of India
Regional Office,
D.No.8-2-269/S/94, Plot No.94, Road No.2, Sagar
Society, Banjara Hills, Hyderabad – 500034, Telangana,
Email: rohyderabad@nhai.org.*

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VOLUME-I

Section 1: Introduction

- The "Introduction" provides background, brief description & Schedule of RFQ.

Section 2: Instructions to Applicants (ITA) and Appendix to ITA

- This Section provides relevant information to help Applicants prepare their Applications. Information is also provided on the submission, opening, and evaluation of Applications and on the award of Contracts.

Section 3: Qualification Information

- This Section includes Qualification Information (related to 'instructions to Applicants') as well as Application Forms.

DISCLAIMER

The information contained in this Request for Pre-Qualification document (the "RFQ") or subsequently provided to Applicant(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 Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the "Application"). This RFQ 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 Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant 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 RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(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 Applicant, 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 RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the future Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.

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 RFQ.

The issue of this RFQ does not imply that the Authority is bound to select and short- list pre-qualified Applications for Bid Stage or to appoint the selected Applicant or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

NOTICE INVITING RFQ

RFQ-NIT: NHAI/RO-HYD/Risk and Cost/RFQ/Tender/2025/30

Dated 17.10.2025

Request for Pre-Qualification of Bidders (RFQ) - 2025 for the maintenance works to be taken up on Risk and Cost of the Concessionaire/Contractor in the state of Telangana.

1. National Authority of India, Regional Office, Hyderabad (the "**Authority**") hereby invites applications from eligible contractors for RFQ - 2025 through e-tendering from experienced firms/organizations for maintenance works and activities for the sections of the National Highways (the "**Project**") on Risk and the Cost of Concessionaire/Contractor.
2. Applicants who wish to apply in response to this Pre-Qualification (the "**Applicant(s)**") are invited to submit their applications for pre-qualifying hereunder. **Applications from Joint Ventures/Consortiums are not allowed.** The Eligibility of the applicant will be declared with its validity upto 2 years from the date of prequalification, or such date as may be decided by the Authority. The contractors to be qualified hereunder shall be eligible to submit the bid for maintenance works invited by the Authority on Risk and Cost of the Concessionaire/Contractor.
3. The complete document containing details of Eligibility Criteria, Scope of Work and other terms & conditions can be downloaded from NHAI website <https://nhai.gov.in> or <https://etenders.gov.in>.
4. RFQ Application(s) shall be submitted by the Applicant(s) online through the portal of NHAI (link of the portal is given below). The result will be declared only after physical submission of the complete documents forming part of the Application required as per this RFQ.
5. Schedule for submission of proposals
 - i. Start of downloading of RFQ document (17.10.2025)
 - ii. Last date of receiving queries (11.11.2025)
 - iii. Last date of Downloading the application (03.12.2025 upto 11:00) Hrs. IST)
 - iv. Application due date for online submission (03.12.2025 upto 11:00 Hrs. IST)
 - v. Date of opening (04.12.2025 upto 11:30 Hrs. IST)
 - vi. Declaration of eligibility limit of pre-qualified Applicants: To be Notified
6. Amendments/Corrigendum, if any, would be hosted on <https://etenders.gov.in> only.
7. NHAI reserves the right to reject any/ all applications without assigning any reason and to take any measure as it may deem fit, including annulment of the RFQ, at any time without any liability or obligation for such rejection or annulment.
8. For any clarification, the office of the undersigned may be contacted.
Address for Communication:
Office of The - Regional Officer,
National Highways Authority of India,
D.No.8-2-269/S/94, Plot No.94, Road No.2, Sagar
Society, Banjara Hills, Hyderabad – 500034,
Telangana.
(Tel:040 – 29562147/48)
Email: nhairohyd@gmail.com,
rohyderabad@nhai.org

9. To participate in the application submission, it is mandatory for the Applicants to get themselves registered with the NHAI e-Tendering Portal (<https://etenders.gov.in>) to have a user ID & Password. The detailed tender document can be viewed/downloaded/purchased from the website <http://etenders.gov.in> from **17.10.2025 to 03.12.2025 up to 11:00 AM**).
10. The Application should be submitted online in the prescribed format as given on the website. No other mode of submission is acceptable.
11. The authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the application shall be considered as disqualified.
12. The last date for online submission of the Application is **03.12.2025 up to 11:00 AM** hrs. (as mentioned on the e-portal only) ("**Application Due Date**").
13. The period of validity of Application is 120 days from the application due date.

SECTION-1

INTRODUCTION

13.1 Background

1.1.1 The National Highways Authority of India (the "**Authority**") is engaged in the maintenance, improvement & development of National Highways and as part of this Endeavour, the Authority has decided to pre-qualify the Applicants who can undertake maintenance works on item rate basis for the sections of the National Highways (the "**Project**") on **Risk and the Cost of Concessionaire/Contractor** of the various section of National Highways (the "**Project**") who will participate in the **RFP** stage..

- (a) For this purpose, the Authority has decided to stream-line and ease the process of pre-qualification of Applicants for participating in the Bid Process of individual projects by qualifying the Applicants with respect to their eligibility limit under Prequalification process of RFQ. The contractors to be qualified hereunder shall be eligible to submit the bid for NH maintenance works invited by the Authority on Risk and the Cost of Concessionaire/**Contractor**.
- (b) Applicants who wish to apply in response to this Pre-Qualification (the "**Applicant(s)**") are invited to submit their applications for pre-qualification hereunder. The Eligibility of the applicant will be declared as pre-qualified for the project with its validity up to 2 years from the date of prequalification or such date as may be decided by the Authority. The Application shall be submitted as single entity only and no Joint Venture is allowed under this RFQ.
- (c) This Pre-Qualification is aimed at evaluating the limit of the Applicants in four categories as indicated by themselves and deciding their eligibility of qualification and participation for a specific Estimated Project Cost excluding GST. The categories of Prequalified Applicants have been listed as under:

- 1. "Class A" Category - Applicants who are suitable for executing the work up to Rs 100.00 Cr.
- ii. "Class B" Category - Applicants who are suitable for executing the work up to Rs 75.00 Cr.
- iii. "Class C" Category - Applicants who are suitable for executing the work up to Rs 50.00 Cr.
- 1v. "Class D" Category - Applicants who are suitable for executing the work up to Rs 25.00 Cr.

For the avoidance of doubt, it is clarified that if a bid is invited for a work of Rs. 25.00 Cr. or less, then all the prequalified applicants (i.e., "Class A"/"Class B"/ "Class C"/ "Class D" are eligible to participate in the bid for that Project.

- (d) The Applicants pre-qualified at this RFQ stage need not submit detailed technical bid for specific project. While applying the Applicant is required to indicate its category as "Class A"/ "Class B" / "Class C" / "Class D" for which he wishes to get pre- qualified. At the end of RFQ process, the Authority intends to announce a list of pre- qualified Applicants for ("**Pre-qualified RFQ Applicant**") mentioning their categories as "Class A"/ "Class B" / "Class C" / "Class D" so that the applicant can participate at Bidding stage for those specific projects whose Estimated Project Cost excluding GST is well within their assessed category.

- 1.1.2 The selected Bidder (the "**Contractor**") shall be responsible to carry out maintenance work as per the Bill of Quantities of the Project under and in accordance with the provisions of contract (the "**Contract**") to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3 The Scope of Work may include the Maintenance services of all the assets and facilities existing within Right of Way (ROW) on the mentioned section including maintenance of carriageway, shoulders, median, bridges, culverts, drains, footpaths, road signage etc., and carrying out some other works relating to rehabilitation/initial rectification works, periodical maintenance works, incident management services and improvement works as per Bill of Quantities specified in the bid documents.
- 1.1.4 Indicative capital cost of the Project (the "**Estimated Project Cost**") will be specified at the RFP stage in which only financial offer along with Bid Security and certificate of local content.
- 1.1.5 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time-to-time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the "**Application Due Date**").

13.2 Brief description of RFQ

- 1.2.1 The Authority has decided to adopt a two-stage process for selection of the Bidder for award of the maintenance work on Risk and Cost of the Concessionaire/Contractor. This Prequalification (RFQ-2025) is intended to decide the technical and financial eligibility for class of empanelment. The Applicants have to pay to the Authority a sum of **Rs.10,000/- (Rupees Ten thousand only)** as the cost of the RFQ document to "National Highways Authority of India" in Authority's designated bank account. Details of designated bank account are as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	NHAI, RO-Hyderabad
2.	Name of Bank	CANARA Bank, Somajiguda, Hyderabad - 500082
3.	Account No.	0798201001991
4.	IFSC Code	CNRB0013008

At the end of the pre-qualification stage, the Authority intends to announce a list of the Bidders pre-qualified. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process.

- 1.2.2 In the Pre-Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified by the Authority shall be eligible to submit their Financial Bid for the Project specific RFP invited by the Authority. The Authority is likely to provide a comparatively short time span for submission of the Financial Bid for the Project.
- 1.2.3 The Applicants will be called upon to submit their financial offers (the **"Bid"**) in accordance with the RFP and other documents to be provided by the Authority (collectively the **"Bidding Document"**).
- 1.2.4 In terms of the RFP, an Applicant at the RFP stage will be required to deposit, along with its Bid, a bid security equivalent to 1% (one per cent) of the Estimated Project Cost (the **"Bid Security"**). The Bid at RFP stage shall be summarily rejected if it is not accompanied by the Bid Security. However, no bid security is required at RFQ stage.
- 1.2.5 Deleted
- 1.2.6 During the Financial Bid Stage, Applicants have to visit the Project Site in 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.
- 1.2.7 As part of the Bidding Documents, the Authority will provide a draft Agreement prepared by the Authority/ its consultants and other information pertaining/ relevant to the Project available with it.
- 1.2.8 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 1.2.9 Any queries or request for additional information concerning this RFQ shall be submitted in writing or e-mail to the officer designated.
- 1.2.10 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) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - (b) In the case of pre-qualified bidder, if it fails within the specified/extended time limit by Authority -

1. to sign and return the duplicate copy of Letter of Award
- ii. to furnish the Performance Security; or
111. to sign the Agreement

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

1.	Start of downloading of RFQ document	17.10.2025
2.	Last date of receiving queries	11.11.2025
4.	Authority response to queries latest by	18.11.2025
5.	Last date of Downloading the application (upto 11:00 Hrs. IST)	03.12.2025
6.	Application due date for online submission (upto 1 J:00 Hrs. 1ST)	03.12.2025
8.	Date of opening (11:30 Hrs. 1ST)	04.12.2025
9.	Declaration of Categories of pre-qualified Applicants	To be notified

SECTION-2

INSTRUCTIONS TO APPLICANTS (ITA)

SECTION-2

INSTRUCTIONS TO APPLICANTS (ITA)

A. GENERAL

1. Scope of Application

- 1.1** The National Highways Authority of India "the **Authority**" invites applications from eligible contractors for RFQ - 2025 through e-tendering from experienced firms/organizations for maintenance works and activities for the sections of the National Highways (the "**Project**") on **Risk and Cost of the Concessionaire/Contractor**. This empanelment shall not be applicable to other projects modes such as PBMC, STMC etc. and is exclusively applicable for maintenance works to be taken up on Risk and the Cost of Concessionaire/Contractor.
- 1.2** The Authority wishes to receive Applications for Pre-Qualification in order to qualify experienced and capable Applicants to participate in the Bid Stage.
- 1.3** Pre-qualified Applicants may be subsequently invited to submit the Bids for the Projects.

2. Eligible Applicants

- 2.1** This Invitation for application is open to all applicants meeting the qualification requirements prescribed in **Clause 3** of ITA.
- 2.2** Any entity which has been blacklisted or batted **or declared Non-Performer by the Ministry of Road Transport & Highways or its implementing agencies; NHAI/ NHIDCL/State PWDs**, from participating in any project, and the bar subsists as on the Application due date shall not be eligible to submit the application.

3. Qualification of the Applicants

- 3.1** All applicants shall furnish the following information and documents with their Applications in **Section-3**, Qualification Information.
- a. Scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business; scanned copy of written power of attorney of the signatory of the Application to commit the Applicant; and original copy of Written Power of Attorney to be submitted in the envelope of physical form by the Applicant.
 - b. Scanned copy of total monetary value of civil engineering construction and maintenance works performed for each of the. Last five years and net worth as on preceding financial year;
 - c. Scanned copy of experience certificate in works of a similar nature and size for each of the last seven years with certificates from the concerned officer of the rank of Executive Engineer or equivalent or higher;
 - d. Undertaking for the availability (either owned or leased or rented) of items of construction and maintenance equipment named in Clause 1.2 (I) of Appendix to ITA.
 - e. Undertaking for technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 1.2 (ii) of Appendix to ITA.
 - f. Scanned copy of Audited Annual Reports on the financial standing of the Applicant, and a certificate from Statutory Auditor as a proof of turnover for the last five years and net worth

- as on preceding financial year;
- g. Scanned copy of information regarding any litigation or arbitration during the last five years in which the Applicant is involved, the parties concerned, the disputed amount, and the present status;
- h. Undertaking that the applicant is not affiliated to the firm or entity that has been hired or employed by the Authority for preparation of application or to supervise the contract.
- i. Self-Assessment Sheet to indicate its category as "Class A" / "Class B" / "Class C" / "Class D" as per clause 3.3 of ITA.
- j. Integrity Pact (IP) duly signed by Authorized signatory

3.2 Applications from joint ventures/consortiums are not allowed.

3.3 A To pre- qualify at the Bid Stage, each applicant in its name should be evaluated on the following conditions of eligibility; -

- a) For evaluating the eligibility on average annual financial turnover (in all classes of civil engineering construction and maintenance works only) during last five years ending 31st March of the previous financial year duly certified by Statutory Auditor shall be considered as 100% of average annual financial turnover. *(Notwithstanding anything to the contrary contained herein, in the event that the application due date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of the application 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).*

The Applicant shall have an Average Annual Turnover in last five financial years, adjusted to escalation factors and Net Worth at the close of the preceding financial year as indicated in the table below.

s. No.	Category	Average Annual Turnover (in Rs. Cr.)	Net Worth* (in Rs. Cr.)
1	Class A	30.00	5.00
2	Class B	22.50	3.75
3	Class C	15.00	2.50
4	Class D	7.50	1.25

*For the purposes of this RFQ, 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.

- b) For evaluating the eligibility for similar work should be satisfactorily completed (not less than 90% of contract value), as a prime contractor or as a partner of JV (experience of partner

shall be considered as per their share in JV) for similar works during last seven years ending last day of month previous to the one in which applications are invited, either of the following:

(I) For "Class A" Category

- i. At least 3 similar completed works* costing \geq Rs. 40.00 Cr. Each.
OR
- ii. At least 2 similar completed works* costing \geq Rs. 50.00 Cr. Each.
OR
- iii. At least 1 similar completed works* costing amount \geq Rs. 80.00 Cr.

(II) For "Class B" Category

- i. At least 3 similar completed works* costing \geq Rs. 30.00 Cr. Each.
OR
- ii. At least 2 similar completed works* costing \geq Rs. 37.50 Cr. Each.
OR
- iii. At least 1 similar completed works* costing amount \geq Rs. 60.00 Cr.

(III) For "Class C" Category

- i. At least 3 similar completed works* costing \geq Rs. 20 Cr. Each.
OR
- ii. At least 2 similar completed works* costing \geq Rs. 25 Cr. Each.
OR
- iii. At least 1 similar completed works* costing amount \geq Rs. 40 Cr.

(IV) For "Class D" Category

- i. At least 3 similar completed works* costing \geq Rs. 10.00 Cr. Each.
OR
- ii. At least 2 similar completed works* costing \geq Rs. 12.50 Cr. Each.
OR
- iii. At least 1 similar completed works* costing amount \geq Rs. 20.00 Cr.

* Similar completed works constitute of experience in O&M works of 2/4/6 Laned National Highways/Expressways including works for special repair/ renewal works contracts, experience of Bituminous work on 2/4/6 lane highway. Works executed for O&M in all project modes i.e. BOT/HAM/EPC/PBMC/STMC/TOT/OMT etc. would be considered for evaluation.

The following escalation factors shall be used to bring the value of such completed works and Average Annual Turnover to the level of latest financial year:

Year	Multiplying Factor
One	1.10
Two.....	1.21
Three.....	1.33
Four.....	1.46
Five	1.77

The eligibility for category determined on the basis of criteria under Clause 3.3A (a) and Clause 3.3A (b) shall be declared as the category as "Class A"/ "Class B" / "Class C" / "Class D" of the applicant.

Other eligibility conditions shall include:

Applicant shall be required to submit the self-certification & Certification from Chartered Accountant for Local Content requirement may be provided at the Bid stage.

3.3 b Each applicant must upload the scanned copies of following documents along with the submission of online application:

- i) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the application documents is correct in all respects; and
- ii) Such other certificates as defined in **Section-3**.

Failure to submit the certificates/documents as specified above shall make the application disqualified.

3.4 Even though the applicants meet the above qualifying criteria, they are subject to be disqualified if they have:

- 3.4.1 Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- 3.4.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring from work etc.

4. One application per applicant

4.1 Each Applicant shall submit only one Application for the Works. An Applicant who submits more than one Application will cause all such Applications to be disqualified.

5. Cost of application

5.1 The Applicant shall bear all costs associated with the preparation and submission of his Application, and the Authority will, in no case, be responsible or liable for those costs.

B. APPLICATION DOCUMENTS

6. Content of Application Documents

6.1 The set of application comprises the documents listed below and addenda (if any) issued in accordance with **Clause 8**:

Section 1: Introduction

Section 2: Instructions to applicants (ITA)

Section3: Qualification Information

- 6.2** The applicant is expected to examine carefully all instructions, conditions of contract, contract data, forms, scope, road maintenance Standards and Specifications, etc. in the Application Documents. Failure to comply with the requirements of Application Documents shall be at the applicant's own risk.

7. Clarifications on RFQ

- 7.1** A prospective applicant requiring any clarification on the RFQ may notify the Authority in writing or through e-tender portal at the Authority's address indicated in the notice inviting RFQ. The Authority will respond to any such request for clarification received. Copies of the Authority's response will be hosted on website including a description of the queries but without identifying its source.

7.2 Pre-Application Meeting

- 7.2.1** The Applicant's authorized representative is invited to attend a pre-bid meeting. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.2.2** The Applicant is requested to submit any questions in writing so as to reach the Authority not later than one week before the meeting.
- 7.2.3** Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be posted without delay on website. Any modifications of the bid documents listed in Clause 6.1, which may become necessary as a result of the pre-bid meeting or which are required in the opinion of the Authority shall be made by the Authority exclusively through the issue of an Addendum pursuant to Clause 8 and not through the minutes of the pre-bid meeting.
- 7.2.4** Non-attendance at the pre-bid meeting will not be a cause for disqualification of Applicant.

8. Amendment of RFQ

- 8.1** Before the deadline for submission of applications, the Authority may modify the RFQ by issuing addenda. It is binding on the applicants to provide requisite information as per the Addendum and within the time prescribed, otherwise, the application shall be rejected.
- 8.2** Any addendum thus issued shall be part of the RFQ and shall be hosted on e-tendering portal. Applicants are advised to keep themselves updated of all the addenda issued one-tendering portal by daily checking thee-tendering portal and the Authority does not assume any responsibility in case the applicant fails to do so and does not take any action, if required, with respect to any relevant addendum.
- 8.3** To give prospective applicants reasonable time to take an addendum into account in preparing

their applications, the Authority shall extend, as necessary, the deadline for submission of application, in accordance with **Clause 15.3**.

C. PREPARATION OF APPLICATIONS

9. Language of Application

9.1 All documents relating to the Application shall be in English.

10. Documents comprising the application

10.1 The application submitted by the applicant shall be in Part-I only. Part-I shall be named Technical Application.

10.2 Original Documents to be submitted in physical form must be submitted by the applicants within time prescribed after intimation by the Authority before declaration of Categories of pre-qualified Applicants.

Though, the scanned copies of following documents are required to be uploaded during submission of application on the e-tendering portal, however, following original documents in physical form shall be submitted by the applicants within time prescribed after intimation by the Authority at the address indicated in **Clause 15**, duly superscribed "RFQ for maintenance works to be executed on Risk and Cost of the Concessionaire/Contractors". Name and address of the applicant should also be indicated on the envelope.

- i) Copy of Acknowledgement for Application Submission
- ii) Written Power of Attorney of the signatory (whose digital signature certificate is used during application submission) of the applicant to commit the Application.
- iii) Affidavit duly notarized (as per the format provided in **Section-3**)

11. Application Validity

11.1 Applications shall remain valid for a period of 120 days after the deadline date for application submission specified in **Clause 15**. Application valid for a shorter period shall be rejected by the Authority as disqualified.

11.2 In exceptional circumstances, prior to expiry of the original time limit, the Authority may request that the Applicants may extend the period of validity for a specified additional period. The request and the Applicants' responses shall be made in writing. An Applicant may refuse the request. An Applicant agreeing to the request will not be required or permitted to modify his application.

12. Alternative Proposals by Applicants

12.1 Applicants shall submit offers that fully comply with the requirement of the RFQ. Conditional offer or alternate offer will not be considered further in the process of evaluation and such an application will be declared as disqualified.

13. Format and signing of application

- 13.1** The Applicant shall submit e-application comprising the documents as described in this RFQ.
- 13.2** The Original documents as uploaded on the E-tender Portal are required to be submitted within the prescribed time in the Physical Form **by the applicants after intimation by the Authority**. All the pages of the documents as mentioned here shall be signed by the person/persons signing the Application. Documents as mentioned here shall contain no overwriting, alterations or additions, except those to comply with instructions, issued by the Authority or as necessary to correct errors made by the Applicant, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Application.
- 13.3** It is mandatory for all the Applicants to have Class-III Digital Signature Certificate from any of the Licensed Certifying Agency in the name of a person (authorized representative as per POA) who is signing the application. The Applicants can see the list of Licensed Certifying Agencies from the link www.cca.gov.in. The same person shall be permitted to submit financial bids and other documents as per Bidding process. In case the pre-qualified bidder intends to change the authorized representative through a fresh POA, during the validity period of prequalification, the same shall be on submission of a new POA to the Authority and getting acknowledgement of the same from the Authority before submission of financial bid and other documents as per Bidding process.

D. SUBMISSION OF APPLICATION

14. Marking of applications

- 14.1** The documents to be submitted in physical form **by the applicant** as per **Clause 10.2** of ITA shall be submitted in a sealed Envelope super scribed *as* "Documents in Physical Form" at the top left corner. **The Date for submission of the documents in physical form shall be intimated separately. However, Physical Document submission is not required at the time of Submission of the Bid.**

15. Deadline for Submission of applications

- 15.1** The Applicant shall ensure that the complete e-application is uploaded on thee-tender portal on or before the Application Due Date i.e. **03.12.2025** and before the time specified in NIT/e-portal. **Physical submission of the application is not required.** However, the Envelope containing "Original Documents in Physical Form" by the applicants when called for must be received by the Authority at the address **Office of The - Regional Officer, National Highways Authority of India, D.No.8-2-269/S/94, Plot No.94, Road No.2, Sagar Society, Banjara Hills, Hyderabad – 500034, Telangana** not later than the date intimated.
- 15.2** The Authority assumes no responsibility for inability of an applicant to submit applications through the Authority's e-tendering portal on account of delay in submission at applicant's end. Applicants shall ensure that they submit the application well before the "Application Due Date and Time of Application-Submission". The Authority shall not be responsible if applicant is not able to submit the application on accowlt of failure in network/internet connection or any other reason whatsoever.

- 15.3 The Authority may extend the deadline for submission of application by issuing an amendment in accordance with **Clause 8** in which case all rights and obligations of the Authority and the applicants previously subject to the original deadline will then be subject to the new deadline.
- 15.4 All Orders of Ministry of Finance/DPHT/any other Government agencies, as applicable and prevalent on the date of LOA, shall be applicable.
- 15.5 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.
- 15.6 For determining the eligibility of Applicant from a country which shares a land border with India the following shall apply:
- (i) Any Applicant from a country which shares a land border with India will be eligible to bid, only if the Applicant is registered with the Competent Authority, specified in Annexure I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA (Copy enclosed).
 - (ii) "Applicant 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 (ii) above means:

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

Explanation:

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;

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

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

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

(i) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(ii) The Selected Applicant 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.

Certificate regarding Compliance:

A certificate on the letterhead of the Applicant shall be required to be submitted by the applicants certifying the following in the format prescribed at Appendix-IX:

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

I/We certify that this applicant is not from a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order No. F.no.6/18/2019- PPD dated 23rd July 2020 and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority;

I/We hereby certify that this applicant 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/RFQ, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Applicant was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.

- 15.7 The Applicant should neither be a non-performing party on the date of opening of tender nor on the date of issue of Letter of Acceptance (LoA). The Applicant shall be deemed to be a non-performing party, if it attracts any or more of the following conditions in any of its ongoing or completed project:

- (i) Fails to set up institutional mechanism and procedure as per Contract.
- (ii) Fails to mobilize key construction equipment within a period of 4 months from the appointed date;
- (iii) Fails to complete or has missed any milestone and progress not commensurate with contiguous unencumbered project length /ROW available even after lapse of 6 months from respective project milestone /Schedule Completion date, unless Extension of Time has been granted due to Authority's Default of Force Majeure;
- (iv) Fails to achieve progress commensurate with funds released from Escrow Account (Equity +Debt+ Grant) in BOT or HAM project and variation is more than 25% in the last 365 days;
- (v) Fails to achieve target progress or complete the project as per schedule agreed at the time of sanctioning of funds under One Time Funds Infusion (OTFI) or relaxations

to contract conditions to improve cash flow solely on account of Concessionaire's/contractor's

failure/default;

(vi) Fails to complete rectification (excluding minor rectifications) as per time given in non-conformity reports (NCR) in design/completed works/maintenance or reported in Inspection Reports issued by Quality Inspectors deployed by the Authority or Officers of the Authority.

(vii) Fails to complete minor rectifications exceeding 3 instances in a project as per time given in non-conformity reports (NCR) in design/completed works/maintenance;

(viii) Fails to fulfil its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this regard;

(ix) Damages/penalties recommended by independent/ Authority's Engineer during O&M Period and remedial works are still not taken up;

(x) Fails to complete Punch List items even after lapse of time for completion of such items excluding delays attributable to the Authority;

(xi) Occurrence of minor failure of structures/highway due to construction defect wherein no casualties are reported (casualties include injuries to human being/ animals);

(xii) Occurrence of major failure of structures/highway due to construction defect wherein no casualties are reported (casualties include injuries to human being/ animals);

(xiii) Occurrence of major failure of structures/highway due to construction defect leading to loss of human lives besides loss of reputation etc. of the authority;

(xiv) Fails to make premium payments excluding the current instalment in one or more projects;

(xv) Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case);

(xvi) Fails to submit the Performance Security within the permissible time period in more than one project;

(xvii) Rated as an unsatisfactory performing entity/ non-performing entity by an independent third-party agency and so notified on the website of the Authority.

(xviii) Failed to perform for the works of Expressways, National Highways, ISC & EI works in the last 2(two) years, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against the Applicant, including individual or any of its Joint Venture Member, as the case may be.

(xix) Expelled from the contract or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such Applicant, 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 Applicant from further participation in

bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.

(xx) Fails to start the works or causes delay in maintenance & repair/overlay of the project.

In case, any debarred/declared non performer firm submits, the application, the same will be ignored.

16. Submission of Documents in Physical Form:

16.1 Deleted.

17. Modification and Withdrawal of Applications

17.1 Applicants may modify or withdraw their e-applications as directed on thee-tendering portal, before the Application Due Date and time as prescribed in **Clause 15**.

17.2 No application may be modified after the deadline for online submission of applications.

17.3 No Late and delayed applications after Application Due Date and time shall be permitted in e-tendering portal System. Time being displayed one-Tendering Portal shall be final and binding on applicants and applications have to be submitted by applicants considering this time only and not the time as per their location/country.

E. APPLICATION OPENING, CLARIFICATION OF APPLICATION AND EVALUATION

18. Application Opening, Clarification of Applications and Evaluation

18.1 Application of all the Applicants received shall be opened on the date and time mentioned in Notice Inviting RFQ.

18.2 The Authority will prepare minutes of the Application opening, including the information disclosed to those present.

18.3 As soon as possible, the Authority will finalize the list of pre-qualified applicants whose applications are eligible for consideration. However, to assist in the examination, evaluation of application, the Authority may at his discretion, ask any applicant for clarification of his application, however, no additional documents in support of clarification will be entertained. If any applicant does not provide clarifications sought within the prescribed time, its application shall be liable to be rejected. The decision of the Authority shall be final and binding.

18.4 The Authority shall inform the applicants about the result of application evaluation by uploading on the web portal giving 7 days' time for objections, if any, from the applicants. The Authority shall finalize the evaluation of application after due consideration of objections received and intimate the applicants, whose application are found responsive.

19. Process to be Confidential

- 19.1** Information relating to the examination, clarification, evaluation, and comparison of applications and recommendations for the pre-qualified for the Bid Stage shall not be disclosed to applicants or any other person not officially concerned **with** such process until the pre-qualification of the Applicants have been announced by the Authority. From the time of application opening to the time of result of application evaluation is declared, no applicant shall contact the Authority on any matter related to the application, except on request and prior written permission. Any attempt by an Applicant to influence the Authority's processing of applications or pre-qualification decisions may result in the rejection of his application.

20. Contacting the Authority

- 20.1** Any effort by the Applicant to influence the Authority in the Authority's application evaluation, application comparison or pre-qualification decisions may result in the rejection of the Application.

21. Examination of applications and Determination of Responsiveness

- 21.1** During the detailed evaluation of Application, the Authority will determine whether each Application
- (a) Meets the eligibility criteria defined in **Clauses 2 and 3**;
 - (b) contains the required documents in physical form and the documents uploaded by the applicant are in order; and
 - (c) is substantially qualified to the requirements of the RFQ.

22. Pre-qualification of Applicants

- 22.1** The credentials of eligible Applicants shall be measured in terms of their technical experience/capacity.
- 22.2** The Applicants meeting the pre-qualification criteria shall be eligible for participation in the Bid Stage.

23. Right of the Authority on the bidding process

Notwithstanding anything contained in this RFQ, the Authority reserves the right to annul or to keep in abeyance the process/ the list of pre-qualified bidders or to remove/ add any bidder from the list of pre-qualified bidders at any stage or to reject any/ all application(s) at any time, without any liability or obligation and without assigning any reasons thereof.

Notwithstanding anything contained in this RFQ, the Authority after declaration of list of the Bidders pre-qualified may seek any information/ document from the pre-qualified bidders within the time prescribed due to subsequent amendments carried out time to time in the Bidding documents, otherwise, the bidder shall be removed from the list of prequalified bidders.

Notwithstanding anything contained in this RFQ, in case any Applicant is debarred from pre-qualification or the name of the Bidder is removed from the list of pre-qualification for any reason whatsoever, the decision in this regard shall also be applicable to the constituent partner(s)/ director(s) of the said Applicant and the decision of the Authority shall be conclusive and binding on the Applicant or its constituent partner(s)/ director(s) (if any).

24. Verification and Disqualification:

(i) The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ and the Applicant 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 Applicant of its obligation or liabilities hereunder nor will it affect any rights of the Authority.

(ii) The Authority reserves the right to remove the bidder from the list of prequalified bidders, reject any Financial **Bid** and other documents 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 Application/ Financial Bid.

(iii) In case, it is found during the evaluation or at any time during the period of pre-qualification, that one or more of the qualification conditions 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 and removed from the list of prequalified bidders forthwith. If the Bidder has already been issued the LOA(s) or has entered into the contract(s) for any project, 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 Bidder, without the Authority being liable in any manner whatsoever to the Bidder. In such event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security of the project, 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 Contract Agreement, or otherwise, including debarment for a period as deemed fit and proper by NHAI, including debarment for a period as deemed fit and proper by NHAI.

25. Mode of Communication

The official mode of communication will be through the email provided by the applicant along with their RFQ application.

26. Award Criteria

26.1 The Authority will invite Financial Bids from the pre-qualified applicants for a specific Project RFP and will award the Contract to the Bidder who will offer the lowest evaluated Bid price.

- 26.2** The Bidder shall be declared as the selected Bidder (the "Selected Bidder") in pursuance to the procedure defined hereunder:
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.
If L1 is not 'Class - I local supplier' the lowest bidder among the 'Class - I local supplier', will be invited to match L1 price subject to Class I local supplier's quoted price falling within the margin of purchase preference, and the contract will be awarded to such 'Class - I local supplier' subject to matching the L1 price.
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 L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

F. CORRUPT OR FRAUDULENT PRACTICES

27. Corrupt or Fraudulent Practices

- 27.1** The applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the RFQ process. Notwithstanding anything to the contrary contained herein, the Authority may reject any application without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the RFQ process.
- 27.2** Without prejudice to the rights of the Authority under **Clause 26.1** hereinabove, if any applicant 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, such applicant shall not be eligible to participate in any tender issued by the Authority during a period of 2 (two) years from the date such applicant 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, as the case may be.
- 27.3** For the purposes of this **Clause 26**, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the bidding process or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing

the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the RFQ process or after the award or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Works, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Works;

- 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 RFQ process;
- d) "undesirable practice" means 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 RFQ process; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the RFQ process.

The Authority requires the Applicant/Contractor to strictly observe the laws against fraud and corruption enforced in India, namely Prevention of Corruption Act, 1988.

Appendix to Invitation to RFQ

I.I) The Authority is National Highways Authority of India

1.2. (i). The key equipment to be deployed on contract work shall be as per requirement of the work as decided by the Engineer & incorporated in the Maintenance Program

Name of the Equipment

Quantity

(a) For bituminous pavement and earthwork:

1. Mobile Maintenance Unit with necessary equipment -

S. No.	Project Length for maintenance	No. of Mobile units*
1	Up to 50 km	1
2	More than 50 km and up to 150 km	2
3	More than 150 km and up to 300km	3

(*)- Project length specified in Table above is indicative. The Authority while inviting bids may review for making appropriate provision about number of mobile units required.

2.	** Sensor Paver	1
3.	* *Vibratory Roller (8/10 T)	1
4.	Static Roller (8/10 T)	1
5.	Small Roller/Compactor	1
6.	Bitumen/emulsion sprayer	1
7.	Mechanical Broom (1250 sqm per hour)	
8.	Air compressor	2
9.	Grader/Backhoe loader	1
10.	Water Tanker	2
11.	Dewatering Pumps	2
12.	Tipper/dumper Truck	10
13.	Mini hot mix plant (6/10 T/Hr. capacity) with indirect heating arrangements	1
14.	* *Hot Batch Mix Plant 120 TPH capacity	1
15.	**String line set	1

Note:(**) - Equipment to be included if periodic renewal is also included in the contract.

(b) For Concrete pavement:

Equipment to be deployed as per the Requirement of the Work items

(c) For culverts, bridges and structures:

Equipment to be deployed as per the Requirement of the Work items

(d) Other equipment:

As per Requirement of the Works

Note: Undertaking for the availability, (either owned or leased or rented) of items of construction and maintenance equipment named above, to be submitted in the Application

1.2 (ii) The Number of Technical Personnel, Qualifications and Experience will be as follows:

s. No.	Personnel	Qualification	Particular Experience (minimum requirement)	No. of Persons
1	Project Manager	Degree in Civil Engineering	8 years as Project Manager/ Team Leader of Consultancy Contract on Highway, Bridge construction/Maintenance works	1
2	Site Engineer-cum-Surveyor Engineer cum Material Engineer	Degree In Civil Engineering	4 years on Highway Construction/Maintenance works	1 per 50km length
3	Incident cum Road Property Manager cum Route Operation Manager	Graduate recognized University	from 3 years on Highway Property Management and Maintenance	1 per 100 km length
4	Road Safety Auditor	Road Safety Audit Certificate from appropriate approved Govt. agency	5 years' experience	3 days in every 3 months

Note: Undertaking for technical personnel proposed to be employed for the Contract having the qualifications defined above to be furnished in the Application.

SECTION-3
QUALIFICATION INFORMATION

The information to be filled in by the Applicant in this section and documents submitted in physical form by the Applicants will be used for the purposes of pre-qualification as provided for in **Clause 3** of the Instructions to Applicants.

SELF ASSESSMENT ELIGIBILITY QUALIFICATION INFORMATION FORM

1. For Applicants

1.1 Name:

1.2 Class for Which the Empanelment is applied by the Applicant. (Class A/B/C/D):
Reference Table for Empanelment

Class A	Class B	Class C	Class D
It is understood that Class A Category empanelled Contractors would be eligible to participate in all Lower Category projects i.e. Class B, Class C as well as Class D works.	It is understood that Class B Category empanelled Contractors would be eligible to participate in all Lower Category projects i.e. Class C as well as Class D works.	It is understood that Class C Category empanelled Contractors would be eligible to participate in all Lower Category projects i.e. Class D works.	

1.3

Year of Constitution

a)

Legal status of Applicant (Proprietorship/Partnership or Pvt. Ltd. firm)

[Upload scanned copy of original along with MOA/AOAJ]

b)

Place of registration: _____

c)

Principal place of business: _____

d)

Country of incorporation: _____

e)

Date of incorporation and/ or commencement of business

1.4

Brief description of the Applicant including details of its main lines of business

1.5

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

(t) E-mail:

1.6

Particulars of the Authorized Signatory of the Applicant:

(a) Name:

(b) Designation

(c) Address

(d) Phone Number

(e) Class ID Digital Signature Certificate ID Number:

1.7 Power of Attorney of signatory of Application [*Upload scanned copy and also supply original copy in envelope of physical form when intimated by Authority*]

1.8 Total value of Civil Engineering construction and/or maintenance works performed in the last five years (in Rs. Crore).

(Upload scanned copies of certificate from Statutory Auditor and also supply original certificate from Statutory Auditor)

Year Total value of work performed (Rs. Crore)

1.9 (a) Work performed as prime contractor/N partner provided further that all other qualification criteria are satisfied (in the same name) of a similar nature during the last seven years as per ITA **Clause 3.3A(b)**.

Project Name	Name of the Authority *	Description of work	Value of Contract (Rs. in Lac)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay in work Completed

* Upload certificate(s) from the Authority (to be given by an officer not below the rank of Executive Engineer or equivalent or higher and also supply original or certified copy in physical form envelope form by the Applicant when intimated by Authority)

Note: In case of sub-contractor-an additional certificate from the Executive Engineer or equivalent of the Prime Authority should be obtained to certify that authorized subcontracting of the work was obtained.

1.4 Information on litigation history in last five years which the Applicant is involved.

Other Party	Authority	Cause of Dispute	Amount involved (Rs lakh)	Remarks showing Present Status

1.8 (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) II We certify that we/ any of the N partners do not fall in any of the categories of being a Non-Performing entity given at Clause 15.7 of Instructions to Applicants in the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and furnished the complete details.

1.9(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 Applicant and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in current projects, as on application due date is given below (attach extra sheets, if necessary) w.r.t. para 15.7

Name of the Applicant -----

Sr. No.	Categories of Non-performer	Name of the Projects (s)
(i)	Fails to set up institutional mechanism and procedure as per Contract.	
(ii)	Fails to mobilize key construction equipment within a period of 4 months from the appointed date	

(iii)	Fails to complete or has missed any milestone and progress not commensurate with contiguous unencumbered project length /ROW available even after lapse of 6 months from respective project milestone /Schedule Completion date, unless Extension of Time has been granted due to Authority's Default of Force Majeure;	
(iv)	Fails to achieve progress commensurate with funds released from Escrow Account (Equity +Debt+ Grant) in BOT or HAM project and variation is more than 25% in the last 365 days;	
(v)	Fails to achieve target progress or complete the project as per schedule agreed at the time of sanctioning of funds under One Time Funds Infusion (OTFI) or relaxations to contract conditions to improve cash flow solely on account of Concessionaire's/contractor's failure/default;	
(vi)	Fails to complete rectification (excluding minor rectifications) as per time given in non-conformity reports (NCR) in design/completed works/maintenance or reported in Inspection Reports issued by Quality Inspectors deployed by the Authority or Officers of the Authority.	
(vii)	Fails to complete minor rectifications exceeding 3 instances in a project as per time given in non-conformity reports (NCR) in design/completed works/maintenance;	
(viii)	Fails to fulfil its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this regard;	
(ix)	Damages/penalties recommended by Independent/ Authority's Engineer during O&M Period and remedial works are still not taken up;	
(x)	Fails to complete Punch List items even after lapse of time for completion of such items excluding delays attributable to the Authority;	
(xi)	Occurrence of minor failure of structures/highway due to construction defect wherein no casualties are reported (casualties include injuries to human being/ animals);	
(xii)	Occurrence of major failure of structures/highway due to construction defect wherein no casualties are reported (casualties include injuries to human being/ animals);	
(xiii)	Occurrence of major failure of structures/highway due to construction defect leading to loss of human lives besides loss of reputation etc. of the authority;	
(xiv)	Fails to make premium payments excluding the current instalment in one or more projects;	
(xv)	Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case);	
(xvi)	Fails to submit the Performance Security within the permissible time period in more than one project;	
(xvii)	Rated as an unsatisfactory performing entity/ non-performing entity by an independent third-party agency and so notified on the website of the Authority.	

(xviii)	Failed to perform for the works of Expressways, National Highways, ISC & EI works in the last 2(two) years, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against the Applicant, including individual or any of its Joint Venture Member, as the case may be.	
xix)	Expelled from the contract or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such Applicant, 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 Applicant from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.	
(xx)	Fails to start the works or causes delay in maintenance & repair/overlay of the project.	

2. Applicants should upload the scanned copy of the following affidavits/undertakings as per formats enclosed hereinafter and also send original copy of Affidavit/Undertakings when directed by Authority: -

- i) Affidavit (it should be on stamp paper attested by Notary Public) as per Annexure-A
- ii) Undertaking that the Application s shall remain valid for the period specified in **RFQ** as per Annexure-B
- iii) Power of Attorney as per format at Annexure-C.
- iv) Financial Capacity of the Bidder as per format at Annexure-D.
- v) Integrity Pact as per format at Annexure-E.
- vi) Undertaking for Availability of Equipment as perform at Annexure-F.
- vii) Undertaking for Availability of Key Personal as per format at Annexure-G.
- viii) Proof of payment of fee todays purchase of RFQ document.
- ix)** Self-Assessment Eligibility Qualification Information Fonn

Annexure-A
AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s. _____ have abandoned any work in India nor any contract awarded to us for such work have been rescinded, during last five years prior to the date of this application.
3. The undersigned hereby Authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Authority to verify this statement or regarding our competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Authority and within the prescribed time.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

Date

Annexure-B
UNDERTAKING

I, the undersigned do hereby undertake that our firm Mis _____
_____ agree to abide by this application for a period of _____ days after the date fixed for
receiving the same and it shall be binding on us and may be accepted at any time before the expiration of
that period.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

Date

Annexure-C

FORMAT FOR POWER OF ATTORNEY OF THE APPLICANT TO COMMIT THE APPLICATION/BID

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 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 application/bid for the _____(name of Works) (hereinafter referred to as "the contract") proposed or being developed/maintained by the National Highways Authority of India, (herein after referred to as "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-application and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts 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 application for the said application.

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 OF2025.

For

(Signature, name, designation and address of firm)

Witnesses:

- I.
- 2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

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 Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants 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.*

(To be notarized by Notary)

Annexure-D

Financial Capacity of the Bidder

(In Rs. crore⁵)

Name of the Applicant	Annual Turnover										Average Annual Turnover	Net Worth
											(In Rs. Crores ⁵)	(In Rs. crore \$)
	Year 1		Year2		Year3		Year4		Year5			
	(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	Year I
		1.10		1.21		1.33		1.46		1.77		

Name & address of Applicant's Bankers:

⁵ for conversion of US Dollars to Rupees, the rate of conversion shall be Rupees ** (***)¹ to a US Dollar

£The Applicant should provide details of its own Financial Capacity.

Instructions:

1. The Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Applicant;
 - (b) be audited by a statutory auditor;

¹ The conversion rate of USO into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where relevant date should be as on the date 28 (twenty-eight) days prior to the Application Due Date

- (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
-
- 2. Net 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.
 - 3. 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 3.3 A (a) of Section 2.
 - 4 The Applicant shall also provide the name and address of the Bankers to the Bidder.
 - 5 The Applicant shall provide an auditor's certificate specifying the net worth and average annual turnover of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with RFQ document.

Annexure-E

INTEGRITY PACT FORMAT

(To be executed on the plain paper and submitted along with Technical Bid/ Tender documents for tenders having a value of Rs. 5 crore or more. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the NHAI)

'----- Division)

Tender No.

This integrity Pact is made at on this ____ day of 2025.

BETWEEN

THE NATIONAL HIGHWAYS AUTHORITY OF INDIA (NHAI), a statutory body constituted under the National Highways Authority of India Act, 1988, which has been entrusted with the responsibility of development, maintenance and management of National Highways, Office of The - Regional Officer, National Highways Authority of India Regional Office, Beside Nagasandra Metro Station, Bengaluru – 560073, hereinafter referred to as "The Principal", which expression shall, unless repugnant to the meaning of contract thereof, include its successors and permitted assigns)

AND

..... hereinafter referred to as "The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)/Applicant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

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

And whereas in order to achieve these goals, the principal will appoint an Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "Integrity Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact 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.
- (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 non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the 'Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). Further, all the payments made to the Indian Agent/ Representative have to be Indian Rupees only.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.
- (h) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

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

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(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 minimum period of 6 months and maximum period of 2 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.

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- (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 I 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 a representative or an associate of a Bidder/ Contractor/

Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

- (1) The principal has appointed Dr. Parvaz, IPS (Retd.), Sh. Rajvir Singh, IA&AS (Retd.) and Sh. Arun Kumar Gupta (Ex-CMD, SCI as Independent External Monitor (IEM) for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, NHAI.
- (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.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NHAI and recuse himself/ herself from that case.
- (5) The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/ Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes, to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, NHAI within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

(9) The word 'Monitor' would include both singular and plural.

Article - 9 Pact Duration

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

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of NHAI.

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 Joint Venture partner, this pact must be signed by all partners or members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issue like warranty/ Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in integrity pact shall prevail.

(7) Any 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.

(8) 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 Bidder/ Contractor/
Concessionaire/ Consulting

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

{COUNTERSIGNED and accepted by:

JV Partner}

Annexure-F

Undertaking for Availability of Equipment's by Managing Director/Proprietor

We, the undersigned, do hereby undertake that our firm *M/s* [_____], shall deploy all plant and equipment's required for implementation of the project as per technical specifications mentioned clause 1.2 (i) of Appendix to Invitation to RFQ.

We also undertake to either own or have assured access through hire or lease the key items of equipment specified in Appendix to Invitation to RFQ.

Name:

Destination: Managing Director/Proprietor

Company:

Address:

Date:

Annexure-G

Undertaking for Availability of Key Personal by Managing Director/Proprietor

We, the undersigned, do hereby undertake that our firm M/s [_____], shall make provision for suitable qualified personnel to fill the key positions as required during contract implementation mentioned in clause 1.2 (ii) of Appendix to Invitation to RFQ.

We also undertake to provide personnel for the key positions specified in Appendix to Invitation to RFQ satisfying the qualification and experience requirements.

Name:

Destination: Managing Director/Proprietor

Company:

Address:

Date: