

REQUEST FOR PROPOSAL

FOR

**“CONSTRUCTION OF PROJECT ROADS FOR RESSING HEP (12 MW)
in LAPORIAN CIRCLE, PAPUMPARE DISTRICT ARUNACHAL
PRADESH DURING 2023-24”**



**M/S GEKAM POWER PRIVATE LIMITED
B-SECTOR, NAHARLAGUN
ARUNACHAL PRADESH**

Tender/ RFP No – RESSING/Civil (Roads) – 001

OCTOBER 2023

GEKAM POWER PRIVATE LIMITED

Notice Inviting Bid

RFP No. RESSING/CIVIL (Roads) – 001

RFP for “Construction of Project Roads for RESSING HEP (12 MW) in Leporiang Circle (Sagalee), Papumpare District, Arunachal Pradesh.

M/S Gekam Power Private Limited (GPPL) is engaged in the development/ construction and maintenance of Ressing Hydro Electric Project – 12 MW on Pare/ Dikrong River and as a part of this endeavor, GPPL invites eligible contractors for the construction of the project internal roads i.e., Approach Road to Intake, Approach Road to Surge Shaft, Approach Road to Power House and Approach Road to Muck Dumping Site 2 as per the tender drawings and specifications.

Director, Gekam Power Private Limited now invites bids from eligible contractors for the following project:

Location	Name of Work	Estimated Cost	Bid Security	Completion Period
Leporiang Circle (Sagalee), Papumpare District, Arunachal Pradesh	Construction of Project Roads for Ressing HEP (12 MW)	5,68,40,677.0 /-	2% of Quoted Amount	3 Months

The complete BID document can be viewed/ downloaded from the official portal of GPPL website <https://gekam.in/> From 01/10/2023 to 11/10/2023. The bidder must submit its Technical and financial bids upto 11/10/2023 (at 1700 hrs IST) in the office of Gekam Power Private Limited in hard copy. Bid through any other mode shall not be entertained.

Please note that the Director, Gekam Power Private Limited, Naharlagun (Arunachal Pradesh) reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

Director
Gekam Power Private Limited

Copy to:

1. The Chief Engineer (M), DHPD, Itanagar
2. The S.E., DHPD, Itanagar

DISCLAIMER

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

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

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

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

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

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

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

GLOSSARY

Agreement	As defined in Clause 1.1.4
Owner/ Developer	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
BID(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.5
BID Due Date	As defined in Clause 1.1.5
Bidding Process	As defined in Clause 1.2.1
BID Security	As defined in Clause 1.2.4
BID Price or BID	As defined in Clause 1.2.6
Contractor	As defined in Clause 1.1.2
Construction Period	As defined in Clause 1.2.6
Conflict of Interest	As defined in Clause 2.2. i (c)
Defect Liability Period	As defined in Clause 1.2.6
Eligible Experience	As defined in Clause 2.2.2.5 (i)
Eligible Projects	As defined in Clause 2.2.2.5 (i)
Estimated Project Cost	As defined in Clause 1.1.3
Feasibility Report	As defined in Clause 1.2.3
Financial Capacity	As defined in Clause 2.2.2.3 (i)
Government	Government of India
Joint Venture	As defined in Clause 2.2.1
Jt. Bidding Agreement	As defined in Clause 2.1.11 (f)
Lead Member	As defined in Clause 2.1.11 (c)
Lowest Bidder	As defined in Clause 1.2.6
LOA	As defined in Clause 3.3.4
Net Worth	As defined in Clause 2.2.2.9 (ii)
Performance Security	As defined in Clause 2.21.1
Additional Performance Security	As defined in Clause 2.21.1
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.3.1
Technical Capacity	As defined in Clause 2.2.2.2 (i)
Tie BIDs	As defined in Clause 3.3.2
Threshold Technical Capacity	As defined in Clause 2.2.2.2 (i)

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

SECTION – 1**INSTRUCTIONS TO BIDDERS****1.1 BACKGROUND**

- 1.1.1** The Government of Arunachal Pradesh has awarded the RESSING HEP (12 MW) to M/S Gekam Power Private Limited on BOOT basis. Subsequently, M/S Gekam Power Private Limited is engaged in the development of Rassing HEP (12 MW) in Papum Pare district of Arunachal Pradesh, thus the owner (GPPL) has decided to construct the project roads through this contract, and has decided to carry out the bidding process for selection of a better to whom the project may be awarded. A brief description of the project may be seen in the information memorandum of the project at the GPPL website. Brief particulars of the project are follows.

Name of the Project	Length (In kms)	Estimated Project Cost (Rs in Crore)	No of Months for Completion of Work
Construction of the Project Road for RESSING HEP (12 MW), Papum Pare District, Arunachal Pradesh	1.50 Km	5.684 Crore	3 Months

- 1.1.2** The selected Bidder (the “Contractor”) Shall be responsible for the construction of the project Road under and in cordons with the specifications and construction tender drawings in this contract which is to be entered into between the contractor and Owner/ Developer in the form provided by the Owner/ Developer as a part of the binding documents pursuant hereto. The contractor shall also be responsible for the maintenance of the project Road during the defect liability period. The scope of work will broadly include construction of project, internal roads for Rassing HEP (12 MW) in Papum Pare, district Arunachal Pradesh including Culverts, Road intersection, interchanges, Retaining walls, breast walls, drains, etc.
- 1.1.3** The estimated cost of the project has been specified in the clause 1.1.1 above assessment of actual cost, however, will have to be made by the Bidder.
- 1.1.4** The agreement set forth the detailed terms and conditions for award of the project to the Contractor, including the scope of Contractor, services and obligations.
- 1.1.5** The Owner/ Developer shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Owner/ Developer pursuant to this RFP (collectively the “Bidding Document”) and all BIDs shall be prepared and submitted in accordance with such terms on or before the bid due date specified in clause 1.3 for submission of BIDs (the “BID Due Date”).

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1.2 BRIEF DESCRIPTION OF BIDDING PROCESS

- 1.2.1** The Owner/ Developer has adopted a single stage two-part system (referred to as the “Bidding process”) for selection of the bidder for award of the project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Joint Venture). The Financial bid under the second part shall be opened of only those bidders whose technical bids for responsive to eligibility and qualifications requirements as per this RFP.
- 1.2.2** The Bid shall be valid for a period of 120 days from the date specified in clause 1.3 for submission of Bids.
- 1.2.3** The complete bidding documents, including the draft agreement for the project is enclosed for the Bidder. The detailed construction drawings, technical specifications, quantities and design report along with Survey and investigation is also enclosed. The aforesaid documents and any agenda issued subsequent to this RFP document will be deemed to form part of the bidding documents.
- 1.2.4** A Bidder is required to submit along with its BID, a bid security of Rs. 50,000 zero (the “BID Security”), refundable not later than 120 days from the BID Due Date, except in the case of selected Bidder whose BID security shall be retained till it has provided a performance security and additional performance security (if any) as per the provision of this RFP.
- 1.2.5** Bidders are advised to examine the project in great details and to carry out add their costs such studies as may be required for submitting their respective BIDs for award of contract including implementation of the project.
- 1.2.6** BIDs will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementation the Project (the “BID Price”). The total time allowed for completion of construction under the Agreement (the “Construction Period”) and the period during which the Contractor shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the “Defect Liability Period”) shall be pre-determined, and are specific in the draft Agreement forming part of the Bidding Documents.
- 1.2.7** Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 2.1.12 (b) (4), the Owner/ Developer shall consider the next Lowest Bidder.

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- 1.2.8 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.
- 1.2.9 Any queries or request for additional information concerning this RFP shall be submitted physically to the officer designated in Clause 2.11.3 below with identification/ title: "Queries/ Request for Additional Information: RFP for "Construction of Internal Project Roads for Rassing HEP (12 MW) in Papumpare, District of Arunachal Pradesh".

1.3 SCHEDULE OF BIDDING PROCESS

The Owner/ Developer shall endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1.	Invitation of RFP (NIT)	01/10/2023
2.	Last date for receiving queries	04/10/2023
3.	Pre-BID meeting at venue 2.11.4 (i)	05/10/2023
4.	Authorities response to queries latest by	06/10/2023
5.	Last date of Request for BID Document	09/10/2023
6.	BID Due Date	09/10/2023
7.	Physical Submission of BID Security/ POA etc	09/10/2023
8.	Opening of Technical BIDs at venue 2.11.4 (ii)	10/10/2023
9.	Declaration of eligible/ qualified Bidders	10/10/2023
10.	Opening of Financial BID	10/10/2023
11.	Letter of Acceptance (LOA)	10/10/2023
12.	Return of signed duplicate copy of LOA	17/10/2023
13.	Validity of BID	120 days
14.	Submission Performance Security (PS) and Additional Performance Security (APS), if any	Within 15 days of receipt of LOA.
15.	Signing Of Agreement	Within 7 days from the receipt of Performance Security.

SECTION – 2

INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 GENERAL TERMS OF BIDDING

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

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- 2.1.9 This RFP is not transferable.
- 2.1.10 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in clause 2.2.
- 2.1.11 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:
- (a) Number of members in a Joint Venture shall not exceed 3 (Three);
 - (b) Subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;
 - (c) Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"), Lead Member shall met at least 60% requirement of Bid Capacity, Technical and Financial Capacity, required as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3, The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-G, signed by all the other Members of the Joint Venture. Other Member(s) shall meet at least 20% requirement of Bid Capacity, Technical and Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3 and the JV as a whole shall cumulatively/collectively fulfil the 100% requirement;
 - (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;
 - (e) Deleted
 - (f) members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Annexure – H (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - (i) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the, Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;
 - (ii) commit the approximate share of work to be undertaken by each member;
 - (iii) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the Defect Liability Period is achieved in accordance with the Contract Agreement; and
 - (g) except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement.
 - (h) Deleted.
- 2.1.12 While bidding is open to persons from any country, the following provisions shall apply:

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- (a) Where, on the date of the Application, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in the L-1 Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India, then the eligibility and award of the project to such L – 1 Bidder shall be subject to approval of the Owner/ Developer from national security and public interest perspective as per the instructions of the Government of Arunachal Pradesh applicable at such time. The decision of the Owner/ Developer in this behalf shall be final and conclusive and binding on the Bidder.
- (b) Further, where the LOA of a project has been issued to an agency, not covered under the category mentioned above, and it subsequently wishes to transfer its share capital in favour of another entity who is a resident outside India or where a Bidder or its Member is controlled by persons resident outside India and thereby the equity capital of the transferee entity exceeds 50% or above, any such transfer of equity capital shall be with the prior approval of the Owner/ Developer from national security and public interest perspective as per the instructions of the Government of Arunachal Pradesh applicable at such point in time.

(2) The holding or acquisition of equity control, as above shall include direct or indirect holding, acquisition, including by transfer of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concern and in determining such holding or acquisition, the Owner/ Developer shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

(3) The Bidder shall promptly inform the Owner/ Developer of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding process.

(4) In case the L-1 Applicant under (a) above is denied the security clearance, for whatsoever reasons, then the applicants emerging as L-2, L-3 eligible Bidders (in that order) may be given a counter-offer (one by one sequentially) to match the bid of L-1 applicant/preferred Bidder. In the event of acceptance of the counteroffer by another eligible Bidder, the project may be awarded to such Bidder. In case no applicant matches the bid of the L-1 applicant, the bid process shall be annulled and fresh bids invited,

- 2.1.13** Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as

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the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.1.14 The Bidder, including an individual or any of its Joint Venture member, should not be a non-performing party on the bid submission date. The Bidder, including any Joint Venture Member, shall be deemed to be a non-performing party (not applicable to the project whose contract is terminated by the Authority/ department) if it attracts any or more of the following parameters:

- (i) Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the Independent Engineer due to Authorities default;
- (ii) Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Owner/ Developer;
- (iii) Physical progress on any project is not commensurate with the funds released (equity + debt + grant) from the account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;
- (iv) Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;
- (v) Fails to fulfil its obligations to maintain a highway/ Roads in a satisfactory condition inspite of two rectification notices issued in this behalf;
- (vi) Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Authority/ Developer's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.
- (vii) Fails to make premium payments excluding the current instalment in one or more projects.
- (viii) Damages/ Penalties recommended by the Independent/ Authority/ Developer's Engineer on the Bidder during period and the remedial works are not taken up in two or more projects.
- (ix) Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case),
- (x) Fails to submit the Performance Security within the permissible period in more than one project(s).

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- (xi) Rated as an unsatisfactory performing entity/ non-performing entity by an independent third party agency and so notified on their website.
- (xii) Has Failed to perform for the works of any department or private party works in the last 2(two) years, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitral award against the Bidder, including individual or any of its Joint Venture Member, as the case may be.
- (xiii) Has been expelled or the contract terminated by any department or government of Arunachal Pradesh or its implementing agencies for breach by such Bidder, including individual or any of its Joint Venture Member; Provided that any such decision of expulsion or termination of contract leading to debarring of the Bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.

The Bidder, including individual or each member of Joint Venture, shall give the list of the projects along with the status in each project as on the bid submission date and undertake that they do not attract any of the above categories.

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

- (i) details of all their on-going projects along with updated stage of litigation, if so, against the Individual/ Authority/ Governments;
- (ii) details of updated on-going process of blacklisting if so, under any contract with Individual/ Authority / Government; and
- (iii) Details of all their on-going projects.

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

2.2 ELIGIBILITY AND QUALIFICATION REQUIREMENTS OF BIDDER

2.2.1 For determining the eligibility of Bidders, the following shall apply;

- (a) The Bidder may be a single entity or a group of entities (the "Joint Venture"), coming together to implement the Project. The term Bidder used herein would apply to both a single entity and a Joint Venture.
- (b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.1.11 above.

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- (c) A Bidder shall not have a conflict of interest ("Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1 indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the 'Subject Person') shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or
 - (iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - (v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or

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through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other.

2.2.2 Qualification requirements of Bidders**2.2.2.1 BID Capacity**

Bidders who inter-alia meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per Clause 1.1.1). The available BID capacity will be calculated as per following, based on information provided:

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

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

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

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

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

Note:

1. The Statement showing the value of all existing commitments, works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of Construction Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.
2. The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of road construction Projects.
3. The factor for the year for updation to the price level is indicated as under:

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

2.2.2.2 Technical Capacity

The Bidder should have completed any road construction project

- 60% of the Estimated Project Cost 1 Nos.
- 30% of the Estimated Project Cost 2 Nos.
- 20% of the Estimated Project Cost 3 Nos.

2.2.2.3 Financial Capacity

- i. The Bidder shall have a minimum net worth (the “Financial Capacity”) as **25 lakhs** at the close of the preceding financial year.
- ii. The Bidder shall have a minimum average annual turnover as **60 lakhs** for the last five financial years.

2.2.2.4 In Case of Joint Venture

- i The Bid Capacity, technical capacity and financial capacity of all the members of joint venture would be considered for satisfying the above condition of eligibility. Further, lead member shall meet at least 60% requirement of Bid capacity, technical and financial capacity as per clause 2.2.2.1, 2.2.2.2, and 2.2.2.3 and each of other JV members shall meet at least 20% requirement of the Bid capacity, technical and financial capacity individually as per clause 2.2.2.1, 2.2.2.2, 2.2.2.3. For avoidance of doubt it is further clarified that the joint-venture must collectively and individually satisfy the above qualification criteria i.e., JV shall cumulatively/ collectively fulfil the 100% requirement.
- ii For Clarification one similar work of 60% of Estimated Project Cost should have been completed from the Eligible Projects individually by any of the JV members as a single work.

2.2.2.5 Deleted

2.2.2.6 Deleted

2.2.2.7 Submission in support of Technical Capacity

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

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2.2.2.8 Submission in support of Financial capacity

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

2.2.2.9 The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Annexure – C, complete with its Annexes, the following:

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

2.2.2.10 Deleted.

2.3 PROPRIETARY DATA

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

2.4 COST OF BIDDING

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

2.5 SITE VISIT AND VERIFICATION OF INFORMATION

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

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

- (a) made a complete and careful examination of the Bidding Documents, Design Report, Technical Specification and agreement Document;
- (b) received all relevant information requested from the Owner/ Developer;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Owner/ Developer relating to any of the matters referred to in Clause 2.5.1 above. No claim shall be admissible at any stage on this account.
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all at its obligations there under;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Owner/ Developer, or a ground for termination of the Agreement by the Contractor;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6 VERIFICATION AND DISQUALIFICATION

- 2.6.1 The Owner/ Developer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Owner/ Developer, 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 Owner/ Developer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Owner/ Developer there under.
- 2.6.2 The Owner/ Developer reserves the right to reject any BID and appropriate the BID Security
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Owner/ Developer, the supplemental information sought by the Owner/ Developer for evaluation of the BID.

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

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

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the Owner/ Developer under the Bidding Documents and / or the Agreement, or otherwise.

- 2.6.4 A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Owner/ Developer in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Owner/ Developer, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Owner/ Developer may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Owner/ Developer being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

B. Documents

2.7 CONTENT OF THE RFP

2.7.1 This RFP comprises the disclaimer set forth here in above the content as listed below and will additionally include any agenda issued in accordance with clause 2.9.

Part – I

Invitation for BIDs

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

Annexures

- A Letter comprising the Technical BID including
- B Letter comprising the Financial BID
- C Technical Capacity of Bidder
- D Financial Capacity of Bidder
- E Statement of Legal Capacity
- F Format of Power of Attorney for Signing the BID
- G Power of Attorney for Lead Member of Joint Venture
- H Joint Bidding Agreement for Joint Venture
- I Form of Bank Guarantee (For Performance Security)
- J Format of LOA

Part – II

Technical Specifications

Part – III

Design Report

Part – IV

Tender/ Construction Drawings

Part – V

Measurement of Quantities

2.8 CLARIFICATIONS

- 2.8.1** Bidders requiring any clarification on the RFP may notify the Owner/ Developer in writing in accordance with clause 1.2.9. They should send in their queries on or before the date mentioned in the schedule of bidding process specified in clause 1.3, the Owner/ Developer shall endeavor to respond to the queries within the period specified therein, the responses will be sent by email. The Owner/ Developer will forward all the queries and its response is there to do all bidders without identifying the source of queries.
- 2.8.2** The Owner/ Developer shall endeavor to respond to the questions, raised or clarifications sought by the Bidders. However, the Owner/ Developer reserves the right, not to respond to any question or provide any clarification in its sole discretion and nothing in its clause shall be taken or read as compelling or requiring the Owner/ Developer to respond to any question or to provide any clarification.
- 2.8.3** The Owner/ Developer may also on its own motion, if deemed necessary, issue interpretations and clarification to all Bidders. All clarifications and interpretation issued by the Owner/ Developer shall be deemed to be part of the Bidding documents. Verbal clarification information given by the Owner/ Developer, or its employees, or representatives shall not in any way or manner be binding on the Owner/ Developer.

2.9 AMENDMENT OF RFP

- 2.9.1** At any time prior to the BID Due Date, the Owner/ Developer may, for any reason, weather at its own initiative or in response to clarification requested by a Bidder, modify the RFP by issuance of Addenda.
- 2.9.2** Any Addendum issued hereunder will be hosted on the company's website.
- 2.9.3** In order to afford the Bidders, a reasonable time for asking an Addendum into account, or for any other reason, the Owner/ Developer may, in its sole discretion, extend the BID Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 FORMAT AND SIGNING OF BID

- 2.10.1** The Bidders shall provide all the information sought under this RFP. The Owner/ Developer will evaluate only those BIDs that are received in the required format and complete in all respects and Bid Security in form of FDR, Original Demand Draft towards payment of cost of Bid document, POA and Joint Bidding Agreement etc., are received in hard copies
- 2.10.2** The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alteration, omissions, additions or any other amendments made to the Bid shall be initiated by the person(s) signing the BID.

2.11 DOCUMENTS COMPRISING TECHNICAL AND FINANCIAL BID

- 2.11.1** Following documents shall be submitted in the office of M/S Gekam power Private Limited on or before the due date of submission of the BID:

Technical BID

- (a) Annexure-A (Letter Comprising the Technical Bid) including supporting certificates/ documents.
- (b) Deleted
- (c) If applicable, Power of Attorney for Lead Member of Joint Venture as per the format add Annexure - G.
- (d) If applicable, Joint Bidding Agreement for Joint Venture as per the format at Annexure - H.
- (e) BID Security of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of FDR or Bank Guarantee in the format at Annexure – I from a Schedule Bank.
- (f) Original Demand Draft towards payment of cost of BID document of amount Rs. 5000.00 (Rupees Five Thousand Only) in the name of Director, Gekam Power Private Limited, Naharlagun.
- (g) An undertaking from the person having POA referred to in Sub Clause (b) above that they agree and abide by the Bid Documents uploaded and amendments uploaded, if any: and
- (h) Annexure-C showing details of the all completed and ongoing projects works.
- (i) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed.

Financial BID

Financial BID is to be provided as per the format and construction drawings provided with this RFP. The financial BID is to be provided in separate envelop properly Sealed and Addressed.

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2.11.2 Documents listed at Clause 2.11.2 shall be placed in an envelope which shall be sealed. The envelop shall clearly bear the identification “BID for Construction of Project Roads for RESSING HEP (12 MW) in Leporiang Circle, Papum Pare, District Arunachal Pradesh” and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right-hand top corner of the envelope.

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

ATTN. OF:	Mr. Nabam Gekam
Designation	Director
Address	Sector B, Naharlagun Itanagar, 791110
Phone No	7085215239

2.11.4 If the envelope is not sealed and marked as instructed above, the Owner/ Developer assumes no responsibility for the misplacement or premature opening of the contents of the bill submitted and consequent losses if any suffered by the Bidder.

2.11.5 Bid submitted by fax, telex, telegram or email shall not be entertained and shall be summarily rejected.

2.12 BID DUE DATE

All the important dates are mentioned in Clause 1.3. The dates prescribed are final and no extension is provided to any bidder. It is sole responsibility of bidder to submit all the documents as per the schedule.

2.13 LATE BIDS

Physical receipt of documents listed at clause 2.11.2 of the RFP after the prescribed date and time shall not be considered and the BID shall be Summarily rejected.

2.14 OPENING OF BIDS

2.14.1 Opening of BIDs will be done through offline process.

2.14.2 The Director, GPPL shall open the Technical BIDs on the date prescribed in Clause 1.3 of Section 1, in the presence of the authorized representatives of the Bidder, who choose to attend. The GPPL will subsequently examine and evaluate the BIDs in accordance with the provision of Section 3 of RFP.

2.15 REJECTION OF BIDS

2.15.1 Notwithstanding anything contained in this RFP, the Owner/ Developer reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Owner/

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Developer rejects or annuls all the BIDS, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

- 2.15.2** The Owner/ Developer reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.

2.16 VALIDITY OF BIDS

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

2.17 CONFIDENTIALITY

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

2.18 CORRESPONDENCE WITH THE BIDDER

Save and except as provided in this RFP, the Owner/ Developer shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID. Further, the financial BID of the eligible Bidders will be open on the same day.

2.19 BID SECURITY

- 2.19.1** The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 herein above in the form of demand draft, FDR or BG issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1000 crore (Rs. one thousand crore), in favour of Director, Gekam Power Private Limited Payable at Naharlagun. This Demand draft or FDR or BG shall be submitted in original with BID Documents. In case the Demand draft or FDR or BG is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

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- 2.19.2 Any BID not accompanied by the BID Security shall be summarily rejected by the Owner/ Developer as non-responsive.
- 2.19.3 The Selected Bidder's BID Security will be returned, without any interest, up to the Bidder signing the Contract Agreement and furnishing the Performance. Security in accordance with the provisions thereof. The Owner/ Developer may, at the Selected Bidder's option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.
- 2.19.4 The Owner/ Developer shall be entitled to forfeit and appropriate the BID Security as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Owner/ Developer will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind on BID Security shall be given to any Bidder.
- 2.19.5 The BID Security shall be forfeited and appropriated by the Owner/ Developer as damages payable to the Owner/ Developer for, inter-alia, time cost and effort of the Owner/ Developer without prejudice to any other right or remedy that may be available to the Owner/ Developer 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 as specified in Section 4 of this RFP;
 - (b) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Owner/ Developer;
 - (c) In the case of Selected Bidder, if it fails within the specified/extended time limit by Owner/ Developer-
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21; or
 - (iii) to sign the Agreement;

2.20 PERFORMANCE SECURITY

- 2.20.1 Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Owner/ Developer an irrevocable and unconditional guarantee from a Bank in the form set forth in Annexure-I (the "Performance Security") for an amount equal to 2% (Two percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Owner/ Developer an irrevocable and unconditional guarantee from a Bank in the same form given at Annexure-I towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:

- (i) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project cost/ cost put to tender, the Additional Performance Security shall be

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calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP) -20% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.

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

(iii) This Additional Performance Security shall be treated as part of the Performance Security.

- 2.20.2** The Performance Security shall be valid until 60(Sixty) days after the Defects Liability Period. The Additional Performance Security shall be valid until 28 (Twenty-Eight) days after Project Completion Date,
- 2.20.3** The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 30 (thirty) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of the agreement.
- 2.20.4** In the event the Selected Bidder fails to provide the remaining Performance Security and Additional Performance Security, if any, as prescribed herein, it may seek extension of time for a further period upto 60 days by paying the Damages upfront along with the request letter seeking the extension. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected Bidder for each day until the Performance Security and Additional Performance Security, if any, is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security and Additional Performance Security is provided.
- 2.20.5** For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within the additional 60 days' time period, the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be uncashed and the proceeds thereof appropriated by the Owner/ Developer. There upon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Owner/ Developer
- 2.21** The agreement will be executed within 10 days of receipt of 50% Performance Security and 50% Additional Performance Security, if any, as per sub-clause 2.20 above.

SECTION – 3

EVALUATION OF TECHNICAL BIDS AND OPENING EVALUATION OF FINANCIAL BIDS

3.1 EVALUATION OF TECHNICAL BIDS

- 3.1.1 The Owner/ Developer shall open the BIDS received physically as per clause 1.3 of section 1, at the place specified in Clause 2.11.3; and in the presence of the Bidders who choose to attend. Technical BID of only those Bidders shall be opened whose documents listed at clause 2.11 of the RFP have been received physically. The Owner/ Developer shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
- 3.1.2 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Owner/ Developer may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- 3.1.3 To facilitate evaluation of Technical BIDs, the Owner/ Developer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Owner/ Developer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. The bids will be examined and evaluated in accordance with the provisions set out in this Section 3. The Owner/ Developer will subsequently flag issues, if any with the data updated by the Bidders.
- 3.1.4 If a Bidder does not provide clarifications sought under Clause 3.1.3 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Owner/ Developer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Owner/ Developer.
- 3.1.5 Tests of responsiveness
- 3.1.5.1 As a first step towards evaluation of Technical BIDs, the Owner/ Developer shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:
- (a) Technical BID is received physically as per the format at Annexure-A;
 - (b) Documents listed at clause 2.11 are received physically as mentioned;
 - (c) Technical Bid is accompanied by the BID Security as specified in Clause 1.2.4;

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- (d) The Power Of Attorney as specified in Clauses 2.1.5;
- (e) Technical Bid is accompanied by Power of Attorney for Lead Member of Joint Venture and the Joint Bidding Agreement as specified in Clause 2.1.6, if so required;
- (f) Technical Bid contains all the information (complete in respects);
- (g) Technical Bid does not contain any condition or qualification; and
- (h) DD in favour of "Director, Gekam Power Private Limited" for the Tender Cost of Rs. 5000 (Rupees Five Thousand Only) payable at Naharlagun.

3.1.5.2 The Owner/ Developer reserves the right to reject any Technical BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Owner/ Developer in respect of such BID,

3.1.6 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Owner/ Developer as incorrect or erroneous, the Owner/ Developer may reject / correct such claim for the purpose of qualification requirements.

3.1.7 The Owner/ Developer will get the BID security verified from the issuing Authority and after due verification, the Owner/ Developer will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.

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

3.2 OPENING AND EVALUATION OF FINANCIAL BIDS

The Owner/ Developer will open the Financial Bids of the technically responsive Bidders on the same day as prescribed in clause 1.3 in the presence of the authorised representatives of the Bidders who may choose to attend. The Owner/ Developer shall publicly announce the Bid Prices quoted by the technically responsive Bidder. Thereafter, the Owner/ Developer shall prepare a record of opening of Financial Bids.

3.3 SELECTION OF BIDDER

3.3.1 Subject to the provisions of Clause 2.14.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6 and who quotes lowest price shall be declared as the selected Bidder (the "Selected Bidder").

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

3.4 CONTACTS DURING BID EVALUATION

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

3.5 CORRESPONDENCE WITH BIDDER

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

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

SECTION – 4

FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Owner/ Developer may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Owner/ Developer shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Owner/ Developer under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Owner/ Developer under Clause 4.1 hereinabove and the rights and remedies which the Owner/ Developer may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Owner/ Developer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Owner/ Developer during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Owner/ Developer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a company official in the process of tendering and execution of the project;
 - (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

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- (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Owner/ Developer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION – 5
PRE-BID CONFERENCE

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

SECTION – 6

MISCELLANEOUS

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

■

ANNEXURE – A

Letter Comprising the Technical Bid

To,
Director
Gekam Power Private Limited
Sector B, Naharlagun, 791110
Arunachal Pradesh

Subject: BID for “Construction of Project Roads for RESSING HEP (12 MW) in Laporiang Circle (Sagalee), Papumpare District, Arunachal Pradesh”.

Dear Sir,

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

1. I/ We acknowledge that the Owner/ Developer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and it's the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Contractor for the development, construction, of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
3. I/ We shall make available to the Owner/ Developer any additional information it may find necessary or require to supplement or authenticate the BID.
4. I/ We acknowledge the right of the Owner/ Developer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last two years, we/ any of the JV partners have neither as evidenced by imposition of a penalty by an arbitral or judicial Owner/ Developer or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Government of Arunachal Pradesh or its implementing agencies for breach on our part.
6. I/ We declare that:

REQUEST FOR PROPOSAL (ROAD WORKS)

- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Owner/ Developer, and
 - (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.6.4 of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or with engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
 8. I/We believe that we/our Joint Venture satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the RFP document.
 9. I/ We declare that we/ any Member of the Joint Venture or our/Joint Venture member, are not a Member of any other Joint Venture submitting the BID for the present project.
 10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Owner/ Developer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 12. I/ We further certify that no investigation by a regulatory Authority is pending either against us/ any member of Joint Venture or against our CEO or any of our directors/ managers/ employees.

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13. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their MEMO No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Annexure VII.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Owner/ Developer of the same immediately.
15. I/ We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Owner/ Developer being liable to us in any manner whatsoever.
16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage of law or howsoever otherwise arising to challenge or question any decision taken by the Owner/ Developer in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/ We have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Owner/ Developer or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
19. I/ We offer a BID Security of Rs. 50000 (Rupees Fifty Thousand only) to the Owner/ Developer in accordance with the RFP Document.
20. The BID Security in the form of a Demand Draft is attached.
21. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the RFP, have been submitted in separate files.
22. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.
23. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
24. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

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25. (We, the Joint Venture agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract Agreement).
26. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.
27. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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

Yours faithfully,

Date:

(Signature, name and designation

Place:

of the Authorised signatory)

Name & seal of Bidder/Lead Member

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

Letter Comprising the Financial Bid

To,
Director
Gekam Power Private Limited
Sector B, Naharlagun, 791110
Arunachal Pradesh

Subject: BID for “Construction of Project Roads for RESSING HEP (12 MW) in Laporiang Circle (Sagalee), Papumpare District, Arunachal Pradesh”.

Dear Sir,

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

1. I/ We acknowledge that the Owner/ Developer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
3. I/ We acknowledge the right of the Owner/ Developer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.
6. I/ We hereby submit our BID and offer a BID Price Rs. 50000 (Rs. Fifty Thousand in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date:

(Signature, name and designation

Place:

of the Authorised signatory)

Name & seal of Bidder/Lead Member

Technical capacity of Bidder

Assignment of Work Successfully Completed During Last 7 Years
(Road/ Culvert/ Bridges Construction Projects)

S. No.	Name of Assignment (Brief Scope)	Name of Project	Department/ Owner of Sponsoring	Cost of Assignment/ Project	Date of Commencement	Date of Completion	Was Assignment/ Project Satisfactorily Completed

The firm should also give details of the ongoing similar assignment in the above format along with certificate of satisfactory completion of assignment from project Owner/ Developer concerned.

Signature: Full Name: and Address:

ANNEXURE – D

Financial Capacity of Bidder

Details of Turnover

S. No.	Period	Turnover (In INR)
1.	2021-22	
2.	2020-21	
3.	2019-20	
4.	2018-19	
5.	2017-18	

Details of Profit

S. No.	Period	Profit (In INR)
1.	2021-22	
2.	2020-21	
3.	2019-20	

Note:

Please attach documents/ evidence in support of declared turnover like Annual Report, Audited Financial Statement including P & L accounts and Balance sheets etc.

Signature of Bidder
With Date and Seal

Statement of Legal Capacity

(to be forwarded on the letterhead of the applicant/lead member of joint venture)

To,
Director
Gekam Power Private Limited
Sector B, Naharlagun, 791110
Arunachal Pradesh

Dear Sir,

We hereby confirm that we/our member in the joint-venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the lead member of our joint venture.*

We have agreed that (insert individual's name) will act as our representative/will act as the representative of joint-venture on its behalf and has been duly authorised to submit the RFP and that right signatory is vested with requested Power to furnish such letter and authenticate the same.

Thanking You

Yours Faithfully,

(Signature, Name and Designation of Authorised Signatory)

For and on Behalf of

* Please strike out whichever is not applicable.

ANNEXURE – F

Format for Power of Attorney for signing of BID
(Refer Clause 2.1.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the "Construction of Project Roads for Rassing HEP (12 MW) in Laporiang Circle, Papum Pare District in the state of Arunachal Pradesh for the year 2023-24" proposed or being developed by the M/S Gekam Power Private Limited (the "Owner/ Developer") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Owner/ Developer, representing us in all matters before the Owner/ Developer, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Owner/ Developer in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the Contract with the Owner/ Developer.

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 PRINCIPLE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2023.

For
(Signature, Name, Designation and Address)
Of person authorized by Board Resolution
(In case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:

- 1.
- 2.

REQUEST FOR PROPOSAL (ROAD WORKS)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/

Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:

Notes:

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

Format for Power of Attorney for Lead Member of Joint Venture
(Refer Clause 2.1.6)

Whereas the Director, M/S Gekam Power Private Limited ("the Owner/ Developer") has invited BIDs for "Construction of Project Roads for Rassing HEP (12 MW) in Laporiang Circle, Papumpare District in the state of Arunachal Pradesh for the year 2023-24 (the "Project").

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS.

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2023.

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

(Executants)

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

Witnesses:

- 1.
- 2.

Notes:

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

ANNEXURE – H

Format for Joint Bidding Agreement for Joint Venture
(Refer Clause 2. f. 11)
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2023

AMONGST

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

AND

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

AND

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

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

WHEREAS,

- A. M/S Gekam Power Private Limited represented by Director and having its registered offices at Sector-B, Naharlagun (hereinafter referred to as the "Owner/ Developer" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has Invited bids (the Bids") by its Request for Proposal No. RESSING/CIVIL (Roads) – 001 (the "RFP") for award of contract for "Construction of Project Roads for Ressing HEP (12 MW) in Laporiang Circle, Papum pare district in the state of Arunachal Pradesh for the year 2023-24 " (the "Project") through an Contract.
- B. The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

REQUEST FOR PROPOSAL (ROAD WORKS)

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Joint Venture

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

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

3. Covenants

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

4. Role of the Parties

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

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

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

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

5. Joint and Several Liability

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

6. Share of work in the Project

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

First Party:

Second Party:

{Third Party:}

REQUEST FOR PROPOSAL (ROAD WORKS)

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

7. Representation of the Parties

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

- a) Such Party is duly organized, validity existing and in good standing under the laws of its incorporation and has all requisite power and Owner/ Developer to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Owner/ Developer to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the Contract, in case the Project is awarded to the Joint

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Venture. However, in case the Joint Venture is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Owner/ Developer to the Bidder, as the case may be.

9. Miscellaneous

1. This Joint Bidding Agreement shall be governed by laws of (India).
2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written Consent of the Owner/ Developer.

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

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.....

2.....

Notes:

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

ANNEXURE – I

(See Clauses 2.21)

FORM OF BANK GUARANTEE

(Performance Security/Additional Performance Security)

To

..... [name of Owner/
Developer]

..... [address of Owner/
Developer]

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

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

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

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Owner/ Developer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Owner/ Developer shall claim, without the Owner/ Developer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Owner/ Developer, under the hand of Director (M/S Gekam Power Private Limited), that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees

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that the Owner/ Developer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Owner/ Developer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Owner/ Developer or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Owner/ Developer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Owner/ Developer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Owner/ Developer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Owner/ Developer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Owner/ Developer, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Owner/ Developer of the liberty with reference to the matters aforesaid Or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Owner/ Developer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Owner/ Developer in respect of or relating to the Contractor for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand

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or claim in writing is made by the Owner/ Developer on the Bank under this Guarantee all rights of the Owner/ Developer under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Owner/ Developer in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Owner/ Developer that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Owner/ Developer pursuant to the provisions of the Contract.
12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15 (a) is hereby excluded.

Signed and sealed this day of, 2023

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

ANNEXURE – J

(See Clause 3.3.4)

Format of LOA

Dated

To,

{Name of Selected Bidder}

Subject:

Reference: Your bid for the subject work dated

Sir,

1. This is to notify you that your Bid dated for execution of the {project description}, at your quoted bid price amounting to Rs./- {amount in words} has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.
2. You are requested to return a duplicate of the LOA as an acknowledgement and sign the contract Agreement within the period prescribed in Clause 1.3 of the RFP.
3. You are also requested to furnish Performance Security for an amount of Rs. (2% of quoted amount) as per Clause 2.21 of the RFP within 7 days of the receipt of this letter of Acceptance (LOA). In case of delay in submission of Performance Security, you may seek extension of time for a period not exceeding 30 days on payment of Damages in accordance with Clause 2.21 of RFP.
4. In case of failure of submission of Performance Security and Security against Damages (if any) within the additional 15 days' time period, the award shall be deemed to be cancelled and Bid security shall be encashed by the Owner/ Developer as per Clause 2.21 of the RFP.

Your Faithfully
{Authorized Signatory}

Accepted by
(Name of the Authorized person)
(Name of the sole bidder/ lead partner of JV)
Seal of the bidder