

ROAD INFRASTRUCTURE DEVELOPMENT COMPANY OF RAJASTHAN LIMITED

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CIN: U45203RJ2004PLC019850

RIDCOR/PRJ/ADM/NEW-519/2022/598

October 31, 2022

CORRIGENDUM -1 FOR THE NIT NO. 579 DATED 13.10.2022

Sub: NIT for the Work of "Major Maintenance Works (Cycle-3) on following selected stretches: Baran-Jhalawar (Package: LJ-2), Jhalawar-Jhalawar Road (Package: JJ) and Jhalawar-Ujjain (upto State Border) (Package: JU) roads in Rajasthan"

Following corrigendum is hereby issued for the above captioned NIT in the subject:

S. No.	Page No.	Clause as per Tender Notice	As per Bid Document	. Modified Clause
1	23 of RFP	3.3	Joint Venture (JV) is not allowed	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) Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). The nomination shall be supported by a Power of Attorney, as per the format at Form-2H, signed by all other Members of the Joint Venture. Lead Member shall meet at least 60% requirement of eligibility criteria as defined in Clause 2.1 (a) & 2.1 (b) of "Section 1: Instructions to Bidder". Other Member(s) shall meet at least 20% requirement of the eligibility criteria as defined in Clause 2.1 (a) & 2.1 (b) of "Section 1: Instructions to Bidder" and the JV as a whole shall cumulatively/collectively fulfil the 100% requirement. (c) A Power of Attorney in favour of the Lead Member in the format at Form-2G and Joint Bidding Agreement in the format at Form-2I is also required to be submitted by the Joint Venture firm.

S. No.	Page No.	Clause as per Tender Notice	As per Bid Document	Modified Clause
				 (d) Statement of legal capacity in Form 2F will be required to be submitted by the Joint Venture firm. (e) Include a statement of the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contract in relation to the Project until the Defect Liability Period is achieved in accordance with the Contract conditions. (f) Except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement. Attached: Form 2F, 2G, 2H & 2I.
2	4 of RFP	Point No. 5 & Clause 17.2, 18, 21.1 of ITB	Bid must be send to email id tender.office@ridcor.in in password protected file and password of bid shall be sent on dilip.bhatia@ilfsindia.com via soft copy mode (All the bids heavy in size can be submitted via link) upto 18.00 Hrs by October 31, 2022.	Extension of Bid dates are as under: 1. Bid submission date: November 10, 2022 by 18.00 Hrs. 2. Bid Opening Date: November 11, 2022.
3	Section 2 Page no. 40	Clause 3.2 (a) – ITB Form 2A	Qualification Information	Revised Form 2A attached.
4	Section 2 Page no. 44	Clause 3.2 (b) – ITB Form 2C	Annual Turnover of the Bidder	Revised Form 2C attached.
5	Page no. 22	Clause 2.1 (a) – ITB	Work executed during last three years	Form 2J, as attached, to be used for requisite information.
6	Page no. 39	Section 2: Qualification Information and Other Form	Table of Forms	Revised table of Forms attached, to be used for requisite information.

All other terms & conditions of the Bid Document shall remain unchanged.

SECTION 2:

QUALIFICATION INFORMATION AND OTHER FORMS

Table of Forms	Description	Page No				
Form 2A	Qualification Information					
Form 2B	Letter from bidder to bankers authorizing them to provide information to RIDCOR Limited/ Representatives					
Form 2C	Annual Turnover of the Bidder					
Form 2D	Bank Certificate					
Form 2E	Undertaking					
Form 2F	Statement of Legal Capacity					
Form 2G	Format for Power of Attorney for signing of Bid					
Form 2H	Format for Power of Attorney for Lead Member of Joint Venture					
Form 2I	Format for Joint Bidding Agreement for Joint Venture					
Form 2J	Format for Work Executed during last three years					
Annexure-2	Compliance with the Code of Integrity and No Conflict of Interest					
Annexure-3	Declaration by the Bidder regarding Qualifications					
Annexure-4	Grievance Redressal during Procurement Process					

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of the Qualification Information as mentioned in Clause 3 of the Instructions to Bidders. (Separate pages with required details shall be attached)

1.1	Details	of Bidder

(i)	(a)	Name:
(.)	(~/	

- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:
- (ii) Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
- (iii) Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
- (iv) Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
- (v) In case of a Joint Venture:
 - (a) The information above {(i)-(iv)} should be provided for all the Members of the Joint Venture.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 3.3 should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

SI.	Name of Member	Role	Share of work in the Project		

(d) The following information shall also be provided w.r.t clause 3.3 for each Member of the Joint Venture:

Name of Applicant/ member of Joint Venture:

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

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

I/ We certify that we/ any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at Clause 3.3 of Instructions to Bidders in the projects of National/State Highways works of Ministry of Road Transport, RIDCOR, PWD & State Government or its implementing agencies and furnished the complete details.

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

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

1.2 Availability of Contractor's Equipment should be listed below for carrying out the Works. Contractor is to fill the following items regarding the availability of Equipment. The minimum requirement is available at Clause 3.4 (a) of ITB.

Item of	Minimum Requirement			Availability proposals				
equipment (not more than 3 years old)	No	Capacity	Nos	Capacity	Condition	Owned/ Leased/Ren ted/ to be procured		

1.3 Qualifications and experience of key personnel proposed for management and execution of the work. Attach CV. Refer also to Sub Clauses 3.4 (b) of Instructions to Bidders and Sub Clause 9.1 of the General Conditions of Contract.

1					Years of experience		
S No	Position	Name	Qualification	Years of experience (general)	In similar capacity	In similar nature of works (Roads)	

1.4 Deleted

1.5 Information regarding current litigation, debarring / expelling of bidder or abandonment of work by bidder in RIDCOR; {(Refer ITB Clause 3.2 (i))}

1	(a)	Has the Bidder or its constituent partners, a history of litigation/arbitration	Yes/No							
	(b)	If yes, give details								
2	(a)	(a) Has the Bidder or any of its constituent partners been Yes, debarred/expelled by any Agency in India, during the last 5 years as on the date of application								
	(b)	If yes, give details								
3	(a)	7 . 0								
	(b) If yes, give details									
4	(a)	Has the Bidder or any of its constituent partners been declared	Yes/No							
		bankrupt during the last 5 years								
	(b)	If yes, give details, including present status								

Note:

If any information in this schedule is found to be incorrect or concealed, at any time including after the award of works, the Bidder's bid will be treated as non-responsive, and rejected.

1.6 (A) Work performed as a prime contractor/sub-contractor, in the past 3 years as a nominated/approved sub-contractor wherein the value of completed work exceeds 100% of the estimated cost of subject work (Refer Qualification Criteria ITB clause 3.2 (a)) provided further that all other qualification criteria are satisfied (in the same name) of a similar nature during the last 3 years.

Project Name	Name of the Employer	Description of work	Financial Year of Executio n	No.	Value of Contract (Rs. Crore)	Date of issue of work order	Stipulated period of completion	Actual date of comple tion

1.6 (B) Current Commitments and Works in Progress

SI	Descriptio	Place	Name of	Contrac	Value of	Stipulated	Value of	Value of	Anticipated	Role of
No	n of Work	&	the	No. and	Contrac	Period of	works	Works	Completion	Applicant
		State	Employe	Date	(Rs	Completion	completed	Remaining	Date	* and
					Crores)		(Rs	to be		Remarks
					@		Crores)	Completed		
							@	(Rs		
								Crores) @		
	TOTAL									

Note:

② : In case of currencies other than Indian Rupees, please indicate the value of works in the original currency as well as Indian Rupees on the date of submission of bid and also the exchange rate assumed.

- *: Specify whether works were executed as Main Contractor, EPC Contractor, and Sub-Contractor or as JV Partner, along with their share.
- 1.6.1. Suitable certification from Employers (not below the rank of Executive Engineer) to be necessarily attached as part of this Appendix.

I/ We certify that we/ any of the JV partners do not fall in any of the above categories of being a non-Performing entity.

(Signature, name and designation of the authorised signatory)

For and on behalf of......

Form-2C

Annual Turnover of the Bidder

(to be certified by the Chartered Accountant with UDIN)

In Case of Single Entity Bidder:

Turnover in last 3 FYs	Year	Single Entity Bidder
	2019-20	
	2020-21	
	2021-22	

In Case of JV:

Turnover in last 3 FYs	Year	Lead Member	Other second JV Member	Other Third JV Member
	2019-20			
	2020-21			
	2021-22			

Date:

(Signature, name and designation of the Authorised signatory)

Place:

Name and seal of Bidder

Form-2F

Statement of Legal Capacity

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

Ref		Date:
To, ***********		
Dear Sir,		
	or members in the Joint Venture (cor atisfy the terms and conditions laid o	
We have agreed thatof our Joint Venture.*	(insert member's name) w	vill act as the Lead Member
will act as the representative of	(insert individual's name) w of the Joint Venture on its behalf* and e authorised signatory is vested with e same.	d has been duly authorized
	(Signature, name and designation of For and on behalf of	Yours faithfully of the authorised signatory) of

^{*}Please strike out whichever is not applicable.

Form-2G Format for Power of Attorney for signing of BID (Refer Clause 3.3)

and address of the registered office) do hereb	y irrevocably constitute, nominate, appoint and
	son/daughter/wife of
	who is presently employed with us/ the Lead
	e position of, as our
- · · · · · · · · · · · · · · · · · · ·	to as the "Attorney") to do in our name and on are necessary or required in connection with or
	Project proposed or being developed by the
	ot limited to signing and submission of all
	vritings and providing information/ responses to
	efore the Employer, signing and execution of all
	takings consequent to acceptance of our BID,
	natters in connection with or relating to or arising
into of the Contract with the Employer.	on award thereof to us and/or until the entering
	nd do hereby ratify and confirm all acts, deeds
	said Attorney pursuant to and in exercise of the and that all acts, deeds and things done by our
	conferred shall and shall always be deemed to
have been done by us.	contented shall and shall always be desired to
<u> </u>	, THE ABOVE NAMED PRINCIPAL HAVE
EXECUTED THIS POWER OF ATTORNEY C	,
	For
	(Signature, name, designation and address)
	of person authorized by Board Resolution
	(in case of Firm/ Company)/ partner in case of Witnesses: Partnership firm
1.	vitalesses. Farthership him
2.	
Accepted	
RECORDERATE AND CONTROL OF THE SECTION OF	
(Signature)	(Notariand)
	(Notarised) (Name, Title and Address of the Attorney)
Person ide	entified by me/ personally appeared before me/
1 0,00,11.4	Attested/ Authenticated*
	(*Notary to specify as applicable)
	(Signature Name and Address of the Notary)
	Seal of the Notary
	Seal of the Notary Registration No. of the Notary Date:

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Form-2H

Format for Power of Attorney for Lead Member of Joint Venture

(Refer Addendum-1 pertaining to Clause 3.3 of ITB)

Whereas the RIDCOR ("the Emp	oloyer") has invited BIDs for the	***** Project (the "Project").
Whereas,	of the Joint Venture are interest d conditions of the Request for F	sted in bidding for the Project
Whereas, it is necessary for the the Lead Member with all necess Venture, all acts, deeds and thing BID for the Project and its executive.	sary power and Employer to do gs as may be necessary in conne	for and on behalf of the Joint
NOW THEREFORE KNOW ALL	MEN BY THESE PRESENTS	
(hereinafter collectively referred nominate, constitute, appoint and being one of the Members of the attorney of the Joint Venture (here authorize the Attorney (with power of the Joint Venture and any one Venture is awarded the contract on our behalf and on behalf of the are necessary or required or in submission of its BID for the Propapplications, BIDs and other conferences, respond to queries and undertakings consequent to represent the Joint Venture in all Agency or any person, in all mativenture's BID for the in all respentered into with the Employer 8	e at, and having our d to as the "Principals") do he d authorize M/S having it ne Joint Venture, as the Lead reinafter referred to as the "Attorier to sub-delegate) to conduct a of us during the bidding proce, during the execution of the Property of the Joint Venture, all or any of succeptant to the pre-qualification ject, including but not limited to documents and writings, particular, submit information/ document acceptance of the BID of the Joint Venture of the BID of the Joint dealings with the Employer, attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer, attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer, attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer, attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer, attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer, attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer, attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer, attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer, attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer attended to the pre-qualification acceptance of the BID of the Joint dealings with the Employer attended to the pre-qualification acceptance attended to the pre-qu	registered office at, ereby irrevocably designate, is registered office at, Member and true and lawful rney"). We hereby irrevocably all business for and on behalf its and, in the event the Joint oject and in this regard, to do such acts, deeds or things as on of the Joint Venture and signing and submission of all cipate in pre BID and other is, sign and execute contracts oint Venture and generally to and/ or any other Government in the government in the contract is
AND hereby agree to ratify and things done or caused to be do powers conferred by this Power said Attorney in exercise of the p have been done by us/ Joint Ver	one by our said Attorney pursu of Attorney and that all acts, dowers hereby conferred shall a	ant to and in exercise of the eeds and things done by our
IN WITNESS WHEREOF WE T POWER OF ATTORNEY ON TH		
For(Signature)	For(Signature)	For (Signature)
(Name & Title)	(Name & Title)	(Name & Title)

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

Witnesses:

1.

2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Form-2I

Format for Joint Bidding Agreement for Joint Venture

(Refer Addendum-1 pertaining to Clause 3.3 of ITB)
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
AMONGST
1. {
AND
2. {
AND
3. {
WHEREAS,

- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Joint Venture

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

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an Contract with the Employer 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:}

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Employer 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 Employer to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;

- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the 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 Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Employer to the Bidder, as the case may be.

9. Miscellaneous

For and on behalf of

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

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer. IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

THIRD PART SECOND PART LEAD MEMBER by: (Signature) (Signature) (Signature) (Name) (Name) (Name) (Designation) (Designation) (Designation) (Address) (Address) (Address) In the presence of: 2..... 1......

Form-2J

work executed during last 3 years (Refer to Clauses 2.1 (a) of the RFP)

In Case of Single Entity Bidder:

Sr. No.	Application Type	Financial Year	Unit	DBM	ВС	Total Qty (DBM+BC)
1	Single entity Bidder	FY 21-22	Cum			
2		FY 20-21	Cum			
3		FY 19-20	Cum			
				F1		

In Case of JV:

Sr. No.	Application Type	Financial Ye	ar Unit	DBM	ВС	Total Qty (DBM+BC)
1	Lead member	FY 21-22	Cum			
	Other second JV Member	FY 21-22	Cum			
	Other third JV Member	FY 21-22	Cum			
		To	tal Cum			
2	Lead member	FY 20-21	Cum			
	Other second JV Member	FY 20-21	Cum		10	
	Other third JV Member	FY 20-21	Cum			1
		To	otal Cum			
3	Lead member	FY 19-20	Cum			
	Other second JV Member	FY 19-20	Cum			
	Other third JV Member	FY 19-20	Cum			
		To	tal Cum			

Bidder has to provide details of work executed during last 3 years as per following table which shall be supported by requisite supporting documents i.e. Work Completion Certificate / Payment Received / Agreements/Work Order etc.

ח	2	t	۵	
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(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder

Place: