

**MADHYA PRADESH ROAD DEVELOPMENT  
CORPORATION LIMITED BHOPAL**

**REQUEST FOR QUALIFICATION (RFQ)**

**DATED 01.02.2022**

**PREQUALIFICATION OF BIDDERS  
FOR SELECTION AS CONTRACTORS FOR  
USER FEE COLLECTION WORK AT TOLL PLAZAS OF  
VARIOUS ROADS UNDER MPRDC**

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**REQUEST FOR QUALIFICATION (RFQ)**  
**PREQUALIFICATION OF BIDDERS FOR SELECTION AS CONTRACTORS FOR**  
**USER FEE COLLECTION WORK AT TOLL PLAZAS OF VARIOUS ROADS**  
**UNDER MPRDC**

**1. Introduction**

**1.1. Background:**

- 1.1.1. The Madhya Pradesh Road Development Corporation Limited (the “**Authority**”) is engaged in development, maintenance and management of State Highways/ Major District Roads entrusted to it by Government of Madhya Pradesh. As part of its functions, the Authority has decided to engage the Contractors through competitive e-tendering for collection of user fee at the Toll Plazas various roads under Projects of MPRDC. The Authority has decided to carry out the process of prequalification of the “**Bidders**” as per their evaluated/ established net worth so as to permit only the prequalified Bidders to participate in submission of financial bids/RFP online on MP Tender Portal for the work(s) of User Fee Collection at Toll Plazas on various roads.
- 1.1.2. The interested Bidders who wish to apply in response to this Request for Qualification (RFQ) are invited to submit their Applications for pre-qualification as prescribed hereunder. The pre-qualification shall be open throughout (no last date) and the list of prequalified bidders announced/ updated on last date of every month by the Authority would be valid till the date as may be decided by the Authority. Thereafter, the Authority may invite fresh applications.

**1.2. Description of the bidding process:**

- 1.2.1. The Authority has decided to adopt a two stage process for selection of the Bidder for award of the work of user fee collection at Toll Plazas of various roads of MPRDC viz prequalification stage and Financial Bid/ RFP stage. The RFQ and Financial Bid/ RFP put together are called the bidding process.
- 1.2.2. (a) In the **Pre-Qualification Stage**, the Bidders would be required to furnish all the information specified herein. The Pre-Qualification stage is aimed at evaluating/ establishing the network and deciding the eligibility of the Bidders. At the end of the pre-qualification stage, the Authority intends to announce a list of the pre-qualified Bidders, updated on last date of every month, along-with their Net Worth/ Capacity (**Pre-Qualified Bidders**) and hosted it on the website of MPRDC. The bidders who are pre-qualified on or before the last date of month preceding to the date of issue of RFP shall also be allowed to participate in submission of the financial bids/RFP of regular bids. As the pre-qualification process is open throughout (no last date), the bidder(s) may get themselves pre-qualified and added in the list by submitting their applications in advance. The Authority will endeavor to examine the applications and announce the results/ update on last date of every month.
- (b) Deleted.

1.2.3. **Financial Bid/ RFP Stage on e-tender basis:** The Authority shall invite road specific Financial Bid/RFP through a Limited Tender on MP Tenders Portal i.e. [www.mptenders.gov.in](http://www.mptenders.gov.in). The Limited Tender will only be issued to those **Pre-Qualified Bidders**, having networth of latest completed Financial Year is equal to or more than 20% of Annual Potential Collection (APC) of that specific road. Also the RFP shall be issued to only those Pre-Qualified Bidders who are pre-qualified on or before the last date of month preceding to the date of issue of RFP. No document is required to be submitted in physical form at the time of submission of Financial Bid/ RFP. Bid Process for individual road will be as specified in the Financial Bid/ RFP of individual road.

1.2.4. Any queries or requests for additional information concerning the RFQ shall be submitted in writing or by fax or e-mail to the officer designated below. The envelope/ communication shall clearly bear the following identification/ title:

**“RFQ for Pre-qualification of the Bidders for User Fee Collection”  
“Queries/Request for Additional Information”**

1.2.5. Address for Communication:  
**Chief Engineer (Procurement),  
Madhya Pradesh Road Development Corporation Limited,  
45-A, Arera Hills, Bhopal - 462011  
E mail: [userfee.mprdc@mp.gov.in](mailto:userfee.mprdc@mp.gov.in)  
Website: [www.mprdc.gov.in](http://www.mprdc.gov.in)**

### **1.3. Schedule of Pre-Qualification Process**

RFQ Application(s) shall be submitted by the Bidder(s) online through email on MPRDC's email: [userfee.mprdc@mp.gov.in](mailto:userfee.mprdc@mp.gov.in) as specified herein with following subject/title:

**“Application for Pre-qualification of the Bidders for User Fee Collection”**

Only those applications shall be which will be received on email specified above i.e. : [userfee.mprdc@mp.gov.in](mailto:userfee.mprdc@mp.gov.in). No physical application shall be considered. The Authority shall endeavour to declare the result on website of MPRDC as promptly as possible from date of receipt of the application.

### **1.4. Amendment of RFQ:**

1.4.1. At any time, the Authority may for any reason, whether at its own initiative or in response to clarifications requested by any **applicant**, modify the RFQ by issuing an Addendum. It is binding on the bidders to provide requisite information as per the Addendum and within the time prescribed, otherwise, the application shall be rejected and/ or the bidder shall be removed from the list of prequalified bidders.

1.4.2. Any Addendum issued hereunder will be in writing and shall be hosted on MPRDC's website only.

## **1.5. Mode of Communication:**

- 1.5.1. The official mode of communication will be through the email provided by the bidder along with their RFQ application.
- 1.5.2. Pre-qualified status of different bidders shall be uploaded on the MPRDC website from time to time.

## **2. INSTRUCTIONS TO BIDDERS**

### **2.1. Eligibility of Bidders:**

**2.1.1. Eligibility of Bidders at Prequalification Stage:** For determining the eligibility of Bidders for their prequalification hereunder, the following shall apply:

- i. The Bidder may be
  - a. Company registered under the Indian Companies Act, 1956 / 2013;
  - b. Partnership Firm registered under the Indian Partnership Act, 1932;
  - c. Partnership Firm registered under the Limited Liability Partnership Act, 2008;
  - d. Cooperative Society/Ex-servicemen Society registered under any Cooperative Societies Act (of any state in India) or under Multi State Cooperative Societies Act, 2002 (of any state in India) or under Mutually Aided Cooperative Societies Act (of any state in India);
  - e. Proprietary Firm; or
  - f. Individual.
  - g. Consortium/JV. (Allowed only in case of Annual Potential Collection (APC) is more than 10 Crore).
- ii. Deleted.
- iii. The bidder can submit an application for pre-qualification, as a single entity or a group of entities (the “**Consortium/JV**”) or both. However, at the time of submission of a Financial Bid / RFP, no Bidder submitting the Financial Bid / RFP, individually or as a member of a Consortium/JV, as the case may be, can be the member of another Consortium/JV/ Bidder. The term Bidder used herein would apply to both a single entity and a Consortium/JV. Where the entities have common Promoters/ Directors, there shall be no conflict of interest. (Common shareholding shall not exceed 25%)
- iv. Requirements of Consortium/JV:-
  1. The group of entities forming Consortium/JV will submit a Consortium/JV Agreement (as per Appendix-V) providing the details of percentage share of each constituent entity/Partner in the Consortium/JV, proposed distribution of responsibilities for performance of the work, commitment of the partners to joint and several liabilities for due performance etc.
  2. The Consortium/JV partners would be limited to three (including the lead partner).

3. The lead partner must have at least 51% share in the Consortium/JV and should meet 51% Net Worth requirements. The other partner should have at least 26% Net Worth requirements. The consortium/JV jointly must meet the 100% requirement.
  4. Deleted.
  5. The Net Worth of each individual entity/partner will be applied to the extent of its share in the Consortium/JV for calculation of combined Net Worth of the Consortium/JV.
  6. The application submitted shall include all the information as required under the provisions of the RFQ for each partner and shall be submitted by lead partner with binding authorization/ POA from other partners.
  7. Statutory Auditor (SA) (Chartered Accountant, if SA is not applicable) of Lead Member shall also certify the combined Net Worth of Consortium, besides certificates of Net Worth of individual entities of Consortium.
  8. Consortium/JV members have to furnish **Consortium/JV Agreement** given in Appendix-V, with the application.
- v. The bidder or any of its constituent partner(s)/ director(s) who were debarred/suspended/blacklisted/expelled by MPRDC/MPPWD on the basis of their performance in user fee collection or any other assignment or for any other reason including fraudulent and corrupt practices, etc. are not eligible to submit this RFQ Application, during their period of debarment.
  - vi. The bidder or any of its constituent partner(s)/ director(s), who failed to perform on any contract, as evidenced by imposition of a penalty (other than the penalty imposed on account of delays in paying the remittances) or a judicial pronouncement or arbitration award or has been expelled from any work or contract or have had any contract terminated for breach on their part or abandoned any contract work or has been declared bankrupt during last 3 years are not eligible to submit this RFQ Application.
  - vii. At the end of the prequalification stage, the list of prequalified bidders along with their authorized signatory's name, assessed network will be notified by the Authority.

**2.1.2. Eligibility of Bidders at Financial Bid/ RFP Stage:**

- a. Bidder shall have the Financial Capacity as under:
  - i. a minimum Net Worth of 20% of the Annual Potential Collection (APC) of the Toll plaza of specific road, at the close of the latest completed financial year.
  - ii. Deleted.

Note : (i) Deleted.  
 (ii) Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) Less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities not accounted for).
- b. For avoidance of doubt, the financial year shall for the purposes of a bidder hereunder, mean the accounting year followed by the bidder in the course of its normal business.
- c. In case of Partnership firm/Proprietary firm, the net worth of the firm and not of the individual partners shall be considered. In case of Individuals, the capacity of the



individual for the applicable financial year shall be considered on the basis of valuation certificate from registered valuer and certification of the same by Chartered Accountant. In case of Consortium/JV, the Net Worth of each individual entity/partner will be applied to the extent of its share in the Consortium/JV for calculation of combined Net Worth of the Consortium/JV.

- d. Deleted.
- e. Deleted.
- f. Further details are given in RFP.

**2.2. Cost of Bidding:** The Bidders shall be responsible for all the costs associated with the preparation of their Applications/ Financial Bids and their participation in the Bidding Process (RFQ & Financial Bid/ RFP). The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**2.3. Non-refundable Fee for application:** The bidder has to submit a non-refundable fee for application of Rs. 5,000/- + 12% GST in MPRDC's Bank Account as mentioned below:-

Name of Beneficiary	:-	Madhya Pradesh Road Development Corporation Ltd.
Name of Bank	:-	IDBI Bank Ltd.
Payable at	:-	Bhopal
Account No.	:-	030102000012333
IFSC Code	:-	IBKL0000030

Bidder has to submit proof of submission of Fee for application along with its application.

**2.4. Deleted.**

**2.5. Preparation and submission of Application:**

**2.5.1. Language of Application:** All correspondence and documentation related to the Application exchanged between the Bidder and the Authority shall be in English language. The bidder shall be solely responsible for the accuracy of English Translation of various documents submitted by him to MPRDC.

2.5.2. The application(s) shall be submitted to the Authority through the e-mail only (the email is given in the para-1.3). Before uploading the scanned copy of documents on the RFQ portal, all pages of the application shall be signed by the authorized signatory. All pages of the application shall be serially numbered along with an index, signed by the authorized signatory on all. All the alterations, omissions, additions or any other amendments made to the application shall also be signed by the authorized signatory.

2.5.3. Deleted.

**2.6. Documents to be submitted along with the Application:**

**2.6.1. New Applicants:**

- i. The Application should be furnished in the format at Appendix-I duly signed by the authorized signatory. The details of the bidder shall be given as per Annex-I of Appendix-I. The certificate(s) from the Statutory Auditor (SA) of the bidder [or any

Chartered Accountant (CA) Firm in case the bidder is not having a Statutory Auditor] (SA/CA should be duly enrolled with ICAI) specifying the net worth of the Bidders, in the format provided at Annex II and Annex II (A) or Annex II (B) of the Appendix I as the case may be.

- ii. In case of the individual, valuation certificate of the *immovable* assets in the name of the individual duly certified by a registered valuer and certification of the same by the Chartered Accountant is required. The *immovable* assets shall be valued at circle rate. In case circle rates are not available, the rates taken in any registration shall be considered and copy of such registration is to be provided. Copy of the Registration Certificate of the valuer shall also be enclosed. The individual shall also give a declaration that all loans and liabilities have been considered for calculation of the Net Worth.

Note [applicable for i & ii above] :

- 1) *Methodology for calculation of Net Worth should be mentioned in the certificate issued by Statuary Auditor/ Chartered Accountant. Further, in case of individual, Net Worth certificate should be submitted as per format prescribed at Annex-II(A) or Annex-II(B), as the case may be.*
  - 2) *Applicable Circle Rate (Circle Rate or equivalent used by various state authorities) should be of the applicable financial year for which Net Worth has been claimed.*
  - 3) *Circle Rate adopted by the Valuer along with its date shall be certified by the Statuary Auditor/ Chartered Accountant certifying the Net Worth of the Bidder.*
  - 4) *Self certified copy of Circle Rates, as issued by the local authority, which is applicable for the area where the asset claimed is situated should be enclosed along-with valuer's report.*
  - 5) *In case of individual, a statement duly certified by Statuary Auditor/ Chartered Accountant is required to be submitted stating that all the immovable assets claimed as part of Net Worth are owned by the Bidder as on cutoff date of 31<sup>st</sup> March of the latest financial year for which audited statements are furnished.*
- iii. The bidder shall attach copies of the balance sheets and financial statements for latest completed Financial Year on the basis of which Net Worth has been calculated. The financial statements shall:
    - (a) reflect the financial situation of the Bidder;
    - (b) be audited by Statutory Auditor or CA Firm, as applicable;
    - (c) be complete, including all notes to the financial statements; and
    - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  - iv. Certified copy of latest income tax return duly acknowledged by the Income Tax Department.
  - v. Certified copy of the certificate of enrolment of Statutory Auditor/ Chartered Accountant with ICAI.
  - vi. Certified copy of the registration certificate of the valuer.

- vii. \*The Statement of Legal Capacity duly signed by the Authorized Signatory in the format given at Annex-III of Appendix-I. Power of Attorney in the format given at Appendix-II duly notarized favouring the authorised representative from all the partners in case of Partnership firm, Chief Executive/ Secretary/ Director along with Board Resolution in case of Company/ Society, as the case may be, showing the authority delegated to the representative to submit the application for pre-qualification and to submit the financial bids for individual road and to sign the contract, in case of their selection. In case of individual/ proprietary firm, the copy of photo I card (voter I card/ driving licence/ passport/ Aadhaar Card, etc) shall be submitted duly attested by a Gazetted Officer in support of his identity and to verify the signature.
- viii. \*Power of Attorney duly notarized favouring the authorised representative from the lead member of the Consortium in the format given at Appendix-III.
- ix. Deleted.
- x. Deleted.
- xi. \*In case the bidder is a partnership firm, attested copies of partnership deed with certificate of registration.
- xii. \*In case of a cooperative society, an attested copy of Bye-laws and registration certificate.
- xiii. \*In case of a company, an attested copy of the Certificate of Incorporation and Certificate of Commencement of Business (if applicable).
- xiv. Affidavit from the Bidder that the Bidder is not involved in any litigation with the Authority as per format prescribed at Annex-V of Appendix -I
  - (a)\* Deleted.
  - (b)\* Deleted.
  - (c)\* Deleted.
  - (d)\* Deleted.

In any case, if there is any pending dispute between the MPRDC and the eligible Bidder, details of the same shall be provided.

- xv. \*Documents relating to Consortium as per Cl.2.1.1 (iii) above.
- xvi. Bid security (Ref. Cl. 2.4) in the format prescribed at Appendix-(IV)
- xvii. Proof of submission of Fee for application.
  - \* **Not required to be submitted, if not applicable.**

## **2.6.2. Deleted.**

## **2.7. Clarifications during Application Evaluation**

- i. To facilitate evaluation of applications, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing as per Clause 1.5.

- ii. If any **applicant** does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its **application** shall be liable to be rejected. The decision of the Authority shall be final and binding.

## **2.8. Verification and Disqualification:**

- i. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligation or liabilities hereunder nor will it affect any rights of the Authority.
- ii. The Authority reserves the right to remove the bidder from the list of prequalified bidders, reject any Financial Bid/RFP and appropriate the Bid Security if:
  - (a) at any time, a material misrepresentation is made or uncovered, or
  - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application/ Financial Bid.
- iii. Such misrepresentation/ improper response shall lead to disqualification of the Bidder. If the Bidder is a consortium, then the entire consortium and each Member may be disqualified/ rejected. If such disqualification/ rejection occurs after the Financial Bids/RFP have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
  - (a) invite the remaining Bidders to submit their Financial Bids/RFP; or
  - (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- iv. In case it is found during the evaluation or at any time during the period of pre-qualification, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified and removed from the list of prequalified bidders forthwith. If the Bidder has already been issued the LOA(s) or has entered into the contract(s) for any road, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder. In such event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or Contract Agreement, or otherwise, including debarment for a period as deemed fit and proper by MPRDC, including debarment for a period as deemed fit and proper by MPRDC.

## **2.9. Zero tolerance to default in remittance payment by User Fee Collection Agencies:**

- i. In case of any default of the user fee agency / bidder even for single installment of the agreed / admissible remittance from the scheduled date of payment, the same shall be recovered from the cash Performance Security of the agency immediately by MPRDC and a demand to replenish the same shall be issued to the defaulting agency. In case, the amount sought to be replenished within the stipulated period of 07 days is not deposited by the defaulting agency, the MPRDC shall take necessary action for engagement of new agency along with the suitable penal action against the defaulting agency. It shall be ensured that under no circumstances the amount of default including penalties etc. exceeds the Cash Performance Security amount available with MPRDC.
- ii. In case of any bidder defaults in payment of agreed remittance leading to rebid of the Toll plaza of road or total outstanding of bidder exceeds the performance security, the Authority may place such bidders in abeyance from the list of pre-qualified bidders with immediate effect and serve show cause notice with effect to taking action for debarment for specified period. The decision on debarment shall be taken after receipt of reply to show cause notice and the agency shall remain in abeyance from pre-qualified list from date of issue of show cause notice to the receipt of reply to show cause notice by the bidder.

## **2.10. Right of the Authority on the bidding process:**

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

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

In case the action for debarment/abeyance is taken for breach of provision of RFQ or in accordance of provision of RFP, in all such cases concerned agencies/bidder shall be intimated over email and their status will be updated on the website.

## **3. FRAUD AND CORRUPT PRACTICES**

- 3.1.** 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 Contract Agreement. Not with standing anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Financial Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice

or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contractor Agreement, or otherwise.

3.2. Without prejudice to the rights of the Authority under Clause 3.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, found the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

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

(b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; or (iii) having failed to deposit the agreed remittances in accordance to zero tolerance policy of NHAI vide clause 2.9 of this RFQ, 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.

#### **4. MISCELLANEOUS**

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

**5. Deleted.**

**6. Deleted.**

**7. Undertaking w.r.t. Conflict of Interest: In order to ascertain non conflict of interest** among the bidders at the time of submission of financial bids, a format of Undertaking with details shall be submitted by the bidders at the time of submission of RFQ application/Financial Bid. The format of Undertaking shall form the part of RFQ application/Financial Bid as Appendix-VIII.

# Appendices



**Letter Comprising the Application**

From :

Full Name :

(Name of Regd. Partnership Firm / Cooperative Society / Ltd. Company/ Proprietary Firm/ Individual, whichever is applicable)

Address :

e-mail :

Phone No.

To

The Managing Director,

Madhya Pradesh Road Development Corporation Ltd.,

45A Arera Hills,

Bhopal (MP)

**Sub.: Application for Prequalification for selection as the Contractor for the works of User Fee Collection at the Toll Plazas of various roads under MPRDC.**

Dear Sir,

With reference to your RFQ document dated \*\*\*\*\*, I/we, having examined the RFQ document and understood its contents, hereby submit my /our Application for getting prequalified for the work cited in the subject. The Application is unconditional and unqualified.

1. All information provided in the Application and in Annexes I to VIII are true and correct and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of getting prequalified for the works cited in the subject.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the eligibility conditions laid down in RFQ.
4. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, I/we/any of the partner(s)/member(s)/director(s) have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitral award, nor been expelled from any work or contract nor have had any contract terminated for breach on our part.
6. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority.
  - b. 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, in respect of any tender of RFQ/RFP issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

7. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound nor to accept any Application that you may receive nor to invite the Bidders to Bid for the Work(s), without incurring any liability to the Bidders, in accordance with any of the Clause of the RFQ document.
8. I/We believe that I/we satisfy all the requirements as specified in the RFQ document and am/are qualified to submit this Application.
9. I/We certify that in regard to the matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to the matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me or by any of my/our Associates/ partner(s)/ member(s)/ director(s).
11. I/We further certify that no investigation by a regulatory authority is pending either against me /us or against my/our Associates/Partners.
12. 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 provisions of RFQ, we shall intimate the Authority of the same immediately.
13. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the prequalification/ selection of the Bidder or in connection with the prequalification/ selection/ Bidding Process itself, in respect of the above mentioned Work(s) and the terms and implementation thereof.
14. I/We agree and undertake to abide by the all the terms and conditions of the RFQ document.
15. I/ We certify that in terms of the RFQ, my/our Net worth is Rs. [•] (Rupees [•] only).
16. I/ We herewith enclose proof of online payment for an amount of Rs. 5,000/- (Rupees Five Thousand only) towards cost of RFQ as per Clause 2.3 of the RFQ.
17. Deleted.
18. I / We hereby submit all the documents as per Clause 2.6 and hereby state that the documents and information contained in the said documents are true.

In witness thereof, I/We submit this Application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date:

Place:

(Signature of the Authorised Signatory)

Name and designation of the Authorised Signatory

Name and seal of the Bidder

**Details of the Bidder**

**[Ref. Clause 2.6.1(i)]**

1. (a) Name:
- (b) Address of the corporate headquarters and its branch office(s), if any, in India:
- (c) Date of incorporation and/ or commencement of business/ date of birth (in case of Individual)
  
1. Brief description of the Partnership Firm/Society/ Company/ Proprietary Firm/ individual including details of its main lines of business and proposed role and responsibilities in [this/ these Work(s)]:
2. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company/Partnership Firm/Society:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
  
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:

**Financial Capacity of the Bidder**

**[Ref. Clause 2.6.1(i)&(ii)/2.6.2(ii)(a)&(b)]**

<b>Bidder Type</b>	<b>Net Worth of latest completed Financial Year Rs.</b>
*	

\* Whether a Company, Partnership firm, a co-operative society, Proprietary Firm/ Individual.

Date:

Place:

(Signature of the Authorized Signatory)

Name and Designation of the Authorized Signatory

Name and Seal of the Bidder

For \_\_\_\_\_ (Name of the firm of SA/CA)

Chartered Accountants

Firm Registration Number:

(Signature, Name, Designation and  
Membership Number of SA / CA)

Date:

Place:

UDIN:

-

**Annex-II(A): For Bidders other than Individuals**

**(To be on the Letter Head of the Statutory Auditor / Chartered Accountant)**

**Statutory Auditor's (SA) / Chartered Accountant's (CA) Certificate**

Based on the audited financial statement of \_\_\_\_\_ (Name of the Bidder) as on March 31<sup>st</sup> 20XX, we confirm that its Net Worth as on that date, as per Clause 2.1.2(c) and 2.6.1(i)/2.6.2 (ii)(a), is Rs. \_\_\_\_\_ Crore (Rupees in words), which has been calculated as per following methodology:

<b>Particulars</b>	<b>Rs. (in Crore)</b>
Subscribed and Paid-up Equity / capital	XXX
Add: Reserves	XXX
Less: Revaluation Reserves	XXX
Less: Miscellaneous expenditure not written off	XXX
Less: Accrued liabilities not accounted for	XXX
<b>Net Worth</b>	XXX

For \_\_\_\_\_ (Name of the firm of SA/CA)  
Chartered Accountants  
Firm Registration Number:

(Signature, Name, Designation and  
Membership Number of SA / CA)

Date:  
Place:  
UDIN:

**Annex-II(B): For Individuals**

**(To be on the Letter Head of the Statutory Auditor / Chartered Accountant)**

**Chartered Accountant's (CA) Certificate**

Based on the information and other authenticated documents\* provided by \_\_\_\_\_(Name of the Bidder), We confirm that his/her Net Worth as on March 31<sup>st</sup> 20XX, as per Clause 2.1.2 (c) and 2.6.1(i)/2.6.2 (ii)(a), is Rs.\_\_\_\_\_ Crore (Rupees in words), which has been calculated as per following methodology:

<b>Particulars</b>	<b>Rs. (In Crore)</b>
<b>(A) Assets valued at 31 March 20XX</b>	
Immovable property as per circle rate (As per valuer's certificate enclosed)	
Capital in proprietary firm (as per Balance Sheet enclosed)	
Capital in Partnership firm (as per Balance Sheet and Schedule containing the breakup of partner's capital enclosed)	
Investment in Proprietary / Partnership firm in any other form other than capital (as per Balance Sheet and Schedule reflecting the same)	
Investment in unquoted shares of a company valued at Book Value of shares (as per Audited Balance Sheet enclosed)	
Investment in quoted shares of a company as per Stock Exchange rates as on 31.03.20XX (as per statement issued by Stock Broker of the Bidder)	
Cash at Bank (supported by the Self Certified Bank Statement)	
Jewellery as per MCX Rate as on 31.03.20XX (as per valuer's certificate enclosed)	
Other Assets to be specified categorically and should be supported by the Self Certified documents)	
<b>Total Assets (A)</b>	
<b><u>(B) Loans &amp; Liabilities as on 31 March 20XX</u></b>	
Loans and Liabilities	
Other Liabilities to be specified categorically	
<b>Total Liabilities (B)</b>	
<b>Net Worth (A-B)</b>	

We further certified that all loans and liabilities pertain to the Bidder as on 31.03.20XX have been considered in the above calculation.

For \_\_\_\_\_ (Name of the firm of SA/CA)

Chartered Accountants

Firm Registration Number:

(Signature, Name, Designation and  
Membership Number of SA / CA)

Date:

Place:

UDIN:

-

**Statement of Legal Capacity**  
(Not applicable in case of individual)  
**[Ref. Clause 2.6.1(vii)]**

Ref.

Date:

To,  
Chairman,  
National Highways Authority of India,  
New Delhi

Dear Sir,

I/ We hereby confirm that I/we satisfy the terms and conditions laid down in the RFQ document.

We have agreed that .....( Insert individual's name) will act as our representative and has been duly authorized to submit the RFQ. Further, the Authorised Signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorised Signatory

-



**[Ref. Clause 2.6.1(x)]**

*Deleted*

-

**Affidavit on Litigation/Arbitration History**

(on Non-judicial Stamp Paper of value Rs.100/-)

**[Ref. Clause 2.6.1(xiv)]**

**Name of Bidder:**

--

The Applicant should provide information on any history of litigation or arbitration resulting from the contracts executed in the last five years or currently under execution.

Year	Award for or against Applicants	Name of Client, Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in Indian Rs.)	Actual Awarded Amount in Indian Rs.

**INFORMATION REGARDING CURRENT LITIGATION,  
DEBARRING/EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY  
TENDERER**

1. (a) Has the Applicant or its constituent partners history of litigation awarded against him?

Yes	No
-----	----

1. If yes, give details

--

1. (a) Has the Applicant or any of its Constituent Partners or Directors been debarred /expelled by MPRDC, during the last 5 years as on the date of application, on the basis of their performance in user fee collection or any other assignment or for any other reason including fraudulent and corrupt practices, etc.?

Yes	No
-----	----

(b) If yes, give details including period of debarment :

--

1. (a) Has the Applicant or any of its Constituent Partners or Directors failed to perform on any contract, during the last 5 years as on the date of application, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award or has been expelled from any work or contract or have had any contract terminated for breach on their part or abandoned any contract work or has been declared bankrupt?

2.

Yes	No
-----	----

(b) If yes, give details

--

**Note:** If any information in this schedule is found to be incorrect or concealed, prequalification application will be summarily rejected.

**APPENDIX- II**

**Power of Attorney for signing of Application**

Know all men by these presents, We..... (name of the firm/company/society and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (name),..... son/daughter/wife of.....and presently residing at....., who is presently employed with us 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 Application for prequalification and submission of our bid/ e-quotation for the work of User Fee Collection at Fee Plazas of the “Authority” including but not limited to signing and submission of all applications, bids and other documents and writings, participate in conferences/ meetings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to our prequalification and acceptance of our bid[s], and generally dealing with the Authority in all matters in connection with or relating to or arising out of our application/ bid for the said Work[s] and/ or upon award thereof to us and/or till the entering into of the contract with the Authority.

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

In witness whereof we, ....., the above named principal have executed this power of attorney on this ..... day of.....,2020 / 2021

For  
.....  
(Signature, Name, Designation and Address)

- Witnesses:  
1.  
2.

Accepted  
.....  
(Signature, Name, Title and Address of the Attorney)

(Notarised)  
Person identified by me/ personally appeared before me/signed before me/ Attested/  
Authenticated\*

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary  
Registration Number of the Notary  
Date: \_\_\_\_\_

*Notes:*

- 1. 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.*
- 2. 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.*

**Power of Attorney for Lead Member of Consortium/JV**

Whereas the Madhya Pradesh Road Development Corporation Ltd. (“the Authority”) has invited applications from interested parties for getting prequalified for selection as the contractors for the work of user fee collection at the Toll plazas of Various roads of the Authority (the “work”)

Whereas .....and .....(collectively the “Consortium/JV”) being members of the Consortium/JV are interested in bidding for the work in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the work, and

Whereas it is necessary for the Members of the Consortium/JV to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium/JV, all acts, deeds and things as may be necessary in connection with the Consortium/JV’s bids for the works and its execution

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, M/s.....having our registered office at .....; M/s. .... having our registered office at .....; and M/s. ....having our registered office at .....(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, constitute, nominate, appoint and authorise M/s. .... having its registered office at ....., being one of the Members of the Consortium/JV, as the Lead Member and true and lawful attorney of the Consortium/JV (hereinafter referred to as the “Attorney”)

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2020 / 2021

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

Executants

(To be executed by all the Members of the Consortium/JV)

Witnesses:

- 1.
- 2.

(Notarised)

Person identified by me/ personally appeared before me/ signed before me/ Attested/ Authenticated\*  
(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date:\_\_\_\_\_

Notes:

1. *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.*
2. *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.*

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**APPENDIX V**  
**Format for Consortium/JV Agreement**

(Refer Clause 2.1.1 (iii) )

(To be executed on Stamp paper of appropriate value)

THIS CONSORTIUM/JV AGREEMENT is entered into on this the ..... day of ..... 20...

**AMONGST**

1. {..... (Name of Lead Member), 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. {..... (Name of other member), 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. {..... (Name of other member), and having its registered office at .....} (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

**WHEREAS,**

- (A) THE Madhya Pradesh Road Development Corporation Ltd., represented by its Managing Director and having its principal offices at 45A Arera Hills, Bhopal (MP) (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Qualification dated .....(the “**RFQ**”) has invited applications from interested parties for getting pre-qualified for selection as the contractors for the work of User Fee Collection work at the Toll plazas of various road under MPRDC (the “**Work**”)
- (B) The Parties are interested in jointly bidding for the Work as members of a Consortium/JV and in accordance with the terms and conditions of the Request for Qualification (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Work, and
- (C) It is a necessary condition under the RFQ document that the members of the Consortium/JV shall enter into a Consortium/JV 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 RFQ.

**2. Consortium/JV**

2.1 The Parties do hereby irrevocably constitute a consortium/JV (the “**Consortium/JV**”) for the purposes of jointly participating in the Bidding Process for the Work.

2.2 The Parties hereby undertake to Participate in the time of submission of a Financial Bid or RPF either individually or as a member of a Consortium/JV, as the case may be, but at the same time cannot be the member of another Consortium/JV Bidder.

### **3. 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 Consortium/JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium/JV during the Bidding process;
- {(b) Party of the Second Part shall be {the Other Member of the Consortium/JV; and }
- (c) Party of the Third Part shall be {the Other Member of the Consortium/JV. }

### **4. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Work and in accordance with the terms of the RFQ, RFP, Contract Agreement, and other connected documents in this regard.

### **5. Shareholding in the Consortium/JV**

5.1 The Parties agree that the proportion of percentage shareholding among the Parties in the Consortium/JV shall be as follows:

First Party:

Second Party:

Third Party:

5.2 The Parties undertake that a minimum of 50% (fifty per cent) of the Net Worth requirement shall be met by the First Party.

### **6. Representation of the Parties**

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

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

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**7. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect during the validity of the registration of the Bidder and also until the completion of the project/contract under and in accordance with the Contract, in case the Project is awarded to the Consortium/JV. However, in case the Consortium 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 Consortium/JV is not pre-qualified or upon return of the Bid Security by the Authority to the Consortium/JV, as the case may be.

**8. Miscellaneous**

8.1 This Consortium/JV Agreement shall be governed by laws of {India}.

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER by:

SECOND PART

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of  
THIRD PART

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

- 1.
- 2.

***Notes:***

1. The mode of the execution of the 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.
1. Each Consortium/JV Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

APPENDIX VI

**Deleted**

## **Appendix-VII**

Deleted

**Appendix-VIII**  
**Undertaking**

(To be submitted by the Authorised Signatory of the Bidder)  
(Bidder may strike off words which are not applicable to it)

Date:

Name of Bidder:

Status of Bidder

{This should be as on date of submission of Application for annual pre – qualification and on the date of submission of Financial Bid/RFQ}

I/ We, {Name of Bidder} undertake that:

1. I/We, at the time of submission of Financial Bid or RFQ for any Toll Plaza project, either as single entity or as member of a Consortium, will not participate as a member of any other Consortium/JV/ Company/Constituent partner/Family member in the same Toll Plaza project.
1. I/We, at the time of submission of Financial Bid /RFP for any Toll Plaza project, either as single entity or as member of a Consortium/JV, will not have any conflict of interest with any other Bidder participating in the same Toll Plaza project pursuant to clause 2.1.1.(ii) of the RFQ document dated 01.01.2021.
1. I/ We, declare that name of the Shareholders/Partners having 25% or more shareholding/ share in capital of the firm along with their percentage, are as follows<sup>5</sup>:

S. No.	Name of Shareholders/Partner	Percentage

1. I/ We, declare that the name of Directors / Designated Partners along with their percentage of shareholding / share in capital of the firm are as follows<sup>5</sup>:

S. No.	Name of Director/Partner	Percentage
(i).		
(ii).		
(iii).		
(iv).		

1. Details of Shareholding/ Partnership/ Controlling Interest/ Managerial Control held by the Bidder in any other Company/ Firm/Joint Venture<sup>6</sup>:

S. No.	Particulars	

(i).	Name of the Company in which the Bidder/Any Partner(s) in case of Partnership Firm or LLP has Shareholding of More than 25% along with the Shareholding details	
(ii).	Name of the Company in which the Bidder is having a Managerial Control/ is a Director etc.,	
(iii).	Any Other Common Controlling Interest/ Managing Control effecting the eligibility of the Bidder in terms of Clause 2.1.1. (ii) of RFQ  (if any)	

6. Details of family member who are member of any other Company/ Firm/ Society/ Consortium/ Individual capacity as prequalified bidder as per the RFQ or have submitted application for prequalification:

Sl. No.	Name of Family Member	Name of Company/ Firm/ Society/ Consortium/ Individual	Percentage share

Further, I/ We, declare that I/We {Name of the Bidder} do not have any Conflict of Interest in terms of Clause 2.1.1 (ii) of RFQ and I/We/Any of the Partner(s) is not a Director/Partner/Shareholder in any other Company/ Firm and do not have any Controlling Interest/ Managerial Control etc. in any other Company/ Firm other than those the details of which are furnished above.

Name of the Bidder:  
Name of Authorized Signatory  
Address along with Company Seal.



**Annexure-1**

1. Details of the Company/Partnership Firm/ LLP, in which each Director/ Shareholder of the Bidder (as per details mentioned at Pt. no. 3 & 4 of the undertaking) has shareholding of more than 25%, along with their shareholding details

S. No.	Name of Company	Percentage of shareholding

I/We certify that the above information is true to the best of my/our knowledge and I/We, further certify that I do not have any vested interest in any other bidder.

Name of the Bidder:

Name of Authorized Signatory

Address along with Company Seal.