



## **REQUEST FOR PROPOSAL**

For

### **Hiring of Machinery on NH-10**

**NAME OF WORK**:-Hiring of Machinery for Clearance of Landslides and Miscellaneous works from km 0 to km 26 on NH-10 (Sevoke-Rangpo section) in the State of West Bengal on percentage Rate Basis during the FY 2025-2026.

**RFP amounting to Rs. 2,71,16,463/- (excluding GST) (Rupees Two Crore Seventy One Lakh Sixteen Thousand Four Hundred and Sixty Three Only)**

**Regional Office - Siliguri (West Bengal)**  
**National Highway & Infrastructure Development Corporation Ltd.**  
**Unit 402, Quantum Building, Parivahan Nagar,**  
**P.O & P.S. Matigara, Pin Code 734010.**  
**Email: [edp-siliguri@nhidcl.com](mailto:edp-siliguri@nhidcl.com)**

**March - 2026**

# CONTENTS

## Description

- Section 1** Notice Inviting Tender
- Section 2** Instructions to Bidders (ITB) and Appendix to ITB
- Section 3** Qualification Information
- Section 4** Forms of Bank Guarantees, Letter of Acceptance (LoA) and Agreement
- Section 5** General Conditions of Contract (GCC) and Contract Data
- Section 6** Addendum to General Conditions of Contract
- Section 7** Road Maintenance Standards and Specifications for Road Maintenance Works, Part-I and Part II & Scope of Work
- Section 8** Implementation Manual & Maintenance Intervention Level
- Section 9** Financial Bid Form and Bill of Quantities

**SECTION – 1**  
**NOTICE INVITING TENDER**

## SECTION – 1

### NOTICE INVITING TENDER

**NHIDCL/PMU-SILIGURI/NH-10/Machinery/0-26 km/2025-26**

**Date: 07.03.2026**

1. The National Highways and Infrastructure Development Corporation Ltd., (the “Authority”) is engaged in the development of National Highways and as part of this endeavor, “the Authority” has decided to undertake the invites Bids through e-tendering from experienced firms/organizations for maintenance works and activities for the following sections of the National Highway roads:

Sl. No.	Name of Work	Length (km)	Estimated Cost (Rs. Crore)	Bid Security (Rs. Lakh)	Period (months)
1	Hiring of Machinery for Clearance of Landslides and Miscellaneous works from km 0 to km 26 on NH-10 (Sevoke-Rangpo section) in the State of West Bengal on percentage Rate Basis during the FY 2025-2026	26.00 Km	2,71,16,463/- (excl. of GST)	5,42,329/-	Construction period-12 months

The estimated cost is exclusive of GST.

**Cost of Bid Documents (Non-Refundable) : Rs.11,800/- in the form of DD in favour of NHIDCL payable at Siliguri (Non-Refundable) e-**  
**Tender Processing fee (Non-Refundable) : Rs. NIL**

2. The preliminary requirements (detailed requirements are given in the Bid Documents) of bidding firm / contractor for above work are mentioned as under: -

Average Annual Turn-over during last 3 years	Work of similar nature during last 5 years
<b>Minimum Average Annual Turnover Rs. 2.71 Cr. (estimated cost of work)</b>	Single work of <b>Rs. 1.36 Cr.</b> (minimum 50% of estimated cost of work) or Two similar works each of <b>Rs. 0.95 Cr.</b> (minimum 35% of estimated cost of work). Three similar works each of <b>Rs. 0.68 Cr.</b> (minimum 25% of estimated cost of work).

3. The Scope of Work includes the routine maintenance of all the assets and facilities existing within Right of Way (ROW) on the above-mentioned section including maintenance of carriageway, shoulders, median, bridges, culverts, drains, footpaths, road signage, plantation etc., and carrying out other

works as specified in the bid documents.

4. To participate in the in the bidding, it is mandatory for the Bidders to get registered their firm with e-procurement portal <https://eprocure.gov.in/eprocure/app> to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

- (a) Registration with e-procurement portal should be valid at least up to the date of submission of BID.
- (b) BIDs can be submitted only during the validity of registration.

The Bidders shall update their project and other details on the portal on a regular basis and apply to the tenders via the portal.

5. The complete Bid Documents can be viewed/downloaded from the official portal of the CPPP website (<https://eprocure.gov.in/eprocure/app>) from **07.03.2026 (16:00 Hrs.)** to **27.03.2026 (17:00 Hrs.)**. The amendments/ clarification to the Bid Document, if any, will be hosted on the above website.

The bidder is required to submit, along with its BID, the cost of BID/RFP document, i.e. **Rs.11,800/- in the form of DD in favour of NHIDCL payable at Siliguri (Non-Refundable)**. Failure to submit either of the above will result in rejection of bids.

6. The Bid should be submitted online in the prescribed form at given on the website. No other mode of submission is acceptable.

7. **The authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.**

8. The last date for online submission of the Bid is **27-03-2026 (17:00 Hrs.)** and for hard copy is **27.03.2026 (upto 11:00 Hrs.)**. (as mentioned on the e-portal only) (“**Bid Due Date**”). Bidder must submit its Financial Bid and Technical Bid on CPPP e-procurement portal within the above deadline.

The bids would be opened **28-03-2026 (at 11:00 Hrs.)** online at office of the National Highways & Infrastructure Development Corporation Limited., Regional Office, Unit 402, Quantum Building, Parivahan Nagar, P.O & P.S. Matigara, Pin Code 734010, on the date and time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letterhead of the bidder, at the time of opening of bids as mentioned above.

9. The amount of Bid Security/Earnest Money is **Rs. 5,42,329/- (Rupees Five Lakh Forty Two Thousand Three Hundred and Twenty Nine only)** to be submitted in the form of **e-Bank Guarantee/NEFT/RTGS** only (any other form will not be acceptable) of any scheduled commercial bank approved by RBI having a net worth of not less than Rs.500 crore as per the latest annual report of the bank and must be in the name of the Employer. In case of foreign bank (issued by a branch in India) the net worth in respect of the Indian operations shall only be taken into account. It shall be valid for 45 days beyond the validity of the bid. Any bid having bid security for lesser value and shorter validity period shall be treated as non-responsive. Any Bid not accompanied by Bid Security shall also be treated as NON-RESPONSIVE. Bank Guarantee/ Demand Draft (See Clause 16 of Section-2).

10. The period of validity of bid is 120 days from the deadline of submission of bid.

11. **Schedule of Bidding Process**

The Company shall endeavor to adhere to the following schedule:

S. No	Description	Period
1.	Date of issue of NIT	07.03.2026
2.	Date of issue of Sale of Tender Documents	08.03.2026
3.	Date of close of sale of Tender Documents (through online)	27.03.2026 (upto 17:00 Hrs)
4.	Last Date of receipt of pre-bid queries	16.03.2026 (till 11:00 hours)
5.	Date of Pre-Bid meeting	17.03.2026 (at 16:00 Hrs)
6.	Date of uploading of reply to the pre-bid queries	18.03.2026
7.	Date of submission of Tender/Bid (online & hard copy)	Online:- 27.03.2026 (upto 17:00 Hrs) Hard copy :- 27.03.2026 (upto 11:00 Hrs)
8.	Opening of Technical BIDs at venue	28.03.2026 (upto 11:00 Hrs)
9.	Date of Uploading of list of Technically Qualified Applicants	To be intimated later
10.	Date of Opening of Financial Bids of Qualified Applicants	To be intimated later
11.	Date of issue of letter of award (LOA)	To be intimated later
12.	Validity of Bid	120 Days
13.	Return of signed duplicate copy of LOA	To be intimated later
14.	Submission of Performance Security (PS) and Additional Performance Security (APS), if any	Within 10 days of receipt of LOA.
15.	Signing of Agreement	Within 10 days of receipt of LOA.

12. For any clarification, the office of the undersigned may be contacted. Officer In-charge

**Executive Director(P)**

**Regional Office - Siliguri (West Bengal)**

**National Highway & Infrastructure Development Corporation Ltd.**

**Unit 402, Quantum Building, Parivahan Nagar,**

**P.O & P.S. Matigara, Pin Code 734 010.**

**Email: [edp-siliguri@nhidcl.com](mailto:edp-siliguri@nhidcl.com)**

**SECTION-2**

**INSTRUCTIONS TO BIDDERS (ITB)  
AND APPENDIX TO ITB**

**SECTION - 2**

**INSTRUCTIONS TO BIDDERS (ITB)**

**TABLE OF CLAUSES**

<b>Clause</b>	<b>A. General</b>	<b>Clause</b>	<b>D. Submission of Bids</b>
1.	Scope of Bid	20.	Deadline for Submission of Bids
		21.	Late Submission of Documents in Physical Form
2.	Source of Funds	22.	Modification and Withdrawal of Bids
3.	Eligible Bidders		<b>E. Bid Opening, Clarification of Bids and Evaluation</b>
4.	Qualification of the Bidder	23.	Bid Opening, Clarification of Bids And Evaluation
5.	One Bid per Bidder	24.	Process to be Confidential
6.	Cost of Bidding	25.	Contacting the Employer
7.	Site Visit	26.	Examination of Bids and Determination of Responsiveness
	<b>B. Bidding Documents</b>	27.	Correction of Errors
8.	Content of Bidding Documents	28.	Evaluation and Comparison of Financial Bids
9.	Clarifications on Bidding Documents		<b>F. Award of Contract</b>
10.	Amendment of Bidding Documents	29.	Award Criteria
	<b>C. Preparation of Bids</b>	30.	Employer's Right to Accept any Bid and to Reject any or all Bids
11.	Language of Bid	31.	Notification of Award and Signing of Agreement
12.	Documents Comprising the Bid	32.	Performance Security
13.	Bid Prices	33.	Advances
14.	Currencies of Bid and Payment		<b>G. Corrupt or Fraudulent Practices</b>
15.	Bid Validity	34.	Corrupt or Fraudulent Practices
16.	Earnest Money/ Bid Security/ Forfeiture/ Debarment		<b>H. Labour Laws and Fundamental Breach</b>
17.	Alternative Proposals by Bidders	35.	Labour Laws and Regulations
18.	Format and Signing of Bid	36.	Fundamental Breach and other Obligations
19.	Marking of Bids		Appendix to ITB

## A. GENERAL

### 1. Scope of Bid

- 1.1** The Employer (as defined in the Appendix to ITB) invites Single Percentage Rate bids through the process of e-tendering for works as described in these documents and referred to as “the Works”. The name and identification number of the Works is as defined in the **Appendix** to ITB.
- 1.2** The successful Bidder will be expected to complete the Works by the intended Completion Date specified in the Contract Data.
- 1.3** Throughout these Bidding Documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

### 2. Source of Funds

- 2.1** The expenditure under this contract will be met by NHIDCL.

### 3. Eligible Bidders

- 3.1** This Invitation for Bids is open to all bidders meeting the qualification requirements prescribed in **Clause 4** of ITB.
- 3.2** Any entity which has been black listed or barred by the Central or any State Government or any public sector undertaking, autonomous body or any authority under the Central or State Government, from participating in any project, and the bar subsists as on the date of Application shall not be eligible to submit the bid.

### 4. Qualification of the Bidder

- 4.1** All bidders shall furnish the following information and documents with their Bids in **Section-3**, Qualification Information, unless otherwise stated in the **Appendix** to ITB.
- a) Scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business; scanned copy of written power of attorney of the signatory of the Bid to commit the Bidder; and original copy of Written Power of Attorney to be submitted in the envelope of physical form (refer **Clause 12.2** of ITB).
  - b) Scanned copy of total monetary value of civil engineering construction and maintenance works performed for each of the last three years.
  - c) Scanned copy of experience certificate in works of a similar nature and size for each of the last five years with certificates from the concerned officer of the rank of Executive Engineer or equivalent or higher.
  - d) Scanned copy of evidence of availability (either owned or leased or rented) of items of construction and maintenance equipment named in **Clause 4.3B (b) (i)**.
  - e) Scanned copy of details of the technical personnel proposed to be employed for the Contract having the qualifications defined in **Clause 4.3B (b)(ii)**.
  - f) Scanned copy of reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the last three years.
  - g) Scanned copy of information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the present status.
  - h) Undertaking that the bidder is not affiliated to the firm or entity that has been hired or employed by the

Employer for preparation of bid documents or to supervise the contract.

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

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

- (i) ‘Class – I local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class – I local Supplier’ under this Bid Document. The ‘local content’ requirement to categorize a supplier as ‘Class – I local Supplier’ is minimum 50%.
- (ii) ‘Class – II local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class – II local Supplier’ under this Bid Document. The ‘local content’ requirement to categorize a supplier as ‘Class – II local Supplier’ is minimum 20%.
- (iii) ‘Non - local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class – II local supplier’ under this Bid Document.
- (iv) ‘Local content’ means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent

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

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

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

requirements in this regard and is eligible to be considered.”

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

For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply:

(i) Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of Agreement (Copy enclosed).

(ii) “Bidder from a country which shares a land border with India” means:

- a) An entity incorporated, established or registered in such a country, or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(iii). Beneficial owner for the purpose of (ii) above means:

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

Explanation:

- a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
  - b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more juridical person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;

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

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

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

(v) The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of “contractor from a country which shares a land border with India” shall be as in Clause 2.2.1(d)(ii) above.

Certificate regarding Compliance:

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

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

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

Validity of Registration:

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

**4.2** Bids from joint ventures/consortiums are not allowed.

**4.3 A** To qualify for award of the contract, each bidder in its name should have the following: -

- a) **Achieved a minimum average annual financial turnover (in all classes of civil engineering construction and maintenance works only) equal to the amount indicated in NIT during last three years ending 31<sup>st</sup> March of the previous financial year, i.e., 2024-2025, duly certified by Chartered Accountant.**
- b) **satisfactorily completed (not less than 90% of contract value)**, as a prime contractor or as a partner of JV for similar works during last five years ending last day of month previous to the one in which bids are invited, either of the following:

- i. Three similar completed works costing not less than amount equal to **Rs. 0.68 Cr. each.**
- ii. two similar completed works costing not less than amount equal to **Rs. 0.95 Cr. each.**
- iii. one similar completed work costing not less than amount equal to **Rs. 1.36 Cr.**
- iv. The similar work constitutes **construction/maintenance of highway.**

The following escalation factors shall be used to bring the value of such completed works to the Level of current financial year:

<u>Year Before</u>	<u>Multiplying Factor</u>
2024-25.....	1.00
2023-24.....	1.05
2022-23.....	1.10
2021-22.....	1.15
2020-21.....	1.20

**4.3 B (a) Each bidder must upload the scanned copies of following documents along with the submission of online bid:**

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

Failure to submit the certificates/ documents as specified above shall make the bid non responsive.

**(b) Each bidder must demonstrate for this work:**

- i) Evidence of availability (either owned or leased or rented) of the key equipment for this work as stated in the **Appendix** to ITB.
- ii) Availability of personnel with qualification and experience as stated in the **Appendix** to ITB.

**4.4** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Available Bid capacity} = (A * N * 2.5 - B)$$

Where,

A = Maximum value of civil engineering works executed in any one year during the last **three** years (escalation factor as specified in this section shall be used to bring the maximum value of civil engineering works to the level of current financial year i.e., **2025-26**) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bid is invited.

B = Value (escalation factor as specified in this section shall be used to bring the value to the level of current financial year i.e., **2025-26**) of existing commitments and on-going works to be completed during the next **1 year** (period of completion of the works for which bid is invited)

**4.5** Even though the bidders meet the above qualifying criteria, they are subject to be Disqualified if they have:

- i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof; and/or
- ii) Record of poor performance such as abandoning the works, not properly completing the contract,

inordinate delays in completion, litigation history, or financial failures etc. or debarring from work etc.

## **5. One Bid per Bidder**

- 5.1** Each Bidder shall submit only one Bid for the Works. A Bidder who submits more than One Bid will cause such bids to be disqualified.

## **6. Cost of Bidding**

- 6.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

## **7. Site Visit**

- 7.1** The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including source of earth, water, road aggregates, availability of labour etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for undertaking the maintenance Works. The costs of visiting the site shall be at the Bidder's own expense. For this purpose, he may contact the person whose contact details are given in the **Appendix** to ITB.

## B. BIDDING DOCUMENTS

### 8. Content of Bidding Documents

**8.1** The set of bidding documents comprises the documents listed below and addenda (if any) issued in accordance with **Clause10**:

**Section1:** Notice Inviting Tender

**Section2:** Instructions to Bidders (ITB) and Appendix to ITB

**Section3:** Qualification Information

**Section4:** Forms of Bank Guarantee, Letter of Acceptance (LOA) and Agreement

**Section5:** General Conditions of Contract and Contract Data

**Section6:** Addendum to General Conditions of Contract

**Section7:** Road Maintenance Standards and Specifications for Road Maintenance Work, Part-I and Part-II

**Section8:** Drawings and Schedule of Drawings

**Section9:** Financial Bid form and Bill of Quantities

**8.2** The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, scope, road maintenance Standards and Specifications, bill of quantities, etc. in the Bid Documents. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to **Clause 26** here of, Bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

### 9. Clarifications on Bid Documents

**9.1** A prospective Bidder requiring any clarification on the Bid Documents may notify the Employer in writing or through e-tender portal at the Employer's address indicated in the notice inviting Tender. The Employer will respond to any such request for clarification received earlier than 10 days prior to the deadline for submission of Bids. Copies of the Employer's response will be hosted on website including a description of the queries but without identifying its source.

#### 9.2 Pre-Bid Meeting

9.2.1 The Bidder's authorized representative is invited to attend a pre-bid meeting, if it is indicated in the **Appendix** to ITB. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.2 The bidder is requested to submit any questions in writing so as to reach the Employer not later than one week before the meeting.

9.2.3 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be posted without delay on website. Any modifications of the bid documents listed in **Clause8.1**, which may become necessary as a result of the pre-bid meeting or which are required in the opinion of the Employer shall be made by the Employer exclusively through the issue of an Addendum pursuant to **Clause 10** and not through the minutes of the pre-bid meeting.

9.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## 10. Amendment of Bidding Documents

- 10.1** Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.
- 10.2** Any addendum thus issued shall be part of the Bidding Documents and shall be hosted on e-tendering portal. Bidders are advised to keep themselves updated of all the addenda issued on e-tendering portal by daily checking the e-tendering portal and the Employer does not assume any responsibility in case the bidder fails to do so and does not take any action, if required, with respect to any relevant addendum.
- 10.3** To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with **Clause 20.3**.

## C. PREPARATION OF BIDS

### 11. Language of Bid

- 11.1** All documents relating to the Bid shall be in English.

### 12. Documents Comprising the Bid

- 12.1** The e-bid submitted by the bidder shall be in two separate parts namely Part-I and Part-II. Part-I shall be named Technical Bid and shall comprise of information submitted in **Section-3**. Part-II shall be named Financial Bid and shall comprise of Bill of Quantities-Bill no. 1 to 2.
- 12.2** Documents to be **submitted in physical form** must be delivered **by bid due date as per NIT**. Though, the scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal, as per **Clause 12.1** above, however, following original documents in physical form shall be submitted in a **sealed envelope** on or **by bid due date as per NIT** or before the time of submission as specified in NIT at the address indicated in **Clause 20**, duly super scribed “**Name of Work, Bid Due Date and time**”. Name and address of the bidder should also be indicated on the envelope.
- i) Copy of Acknowledgement for Tender Submission and EMD/Bid Security
  - ii) Bid Document Fee
  - iii) Deleted
  - iv) Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the Bid.
  - v) Affidavit duly notarized (as per the format provided in **Section-3**)
  - vi) Bidder shall comply with the provisions of Office Memorandum No. RW/NH-37010/4/2010/PIC-EAP(Printing) dated 22.02.2016 and its subsequent amendments if any issued by MoRT&H (Appendix-VI) regarding Integrity Pact (IP) and the Original Integrity Pact (IP) duly signed by Authorised signatory shall be submitted by the Bidder with the RFP Bid & shall be part of the Contract Agreement.
- 12.3** The following documents, which are not submitted with the bid, will be deemed to be part of the bid.
- i) Notice Inviting Tender
  - ii) Instructions to the Bidders and Appendix to ITB

- iii) General Conditions of Contract and Contract Data
- iv) Addendum to General Conditions of Contract
- v) Road Maintenance Standards and Specifications for Road Maintenance Works, Part-I and Part-II
- vi) Drawings and Schedule of Drawings

### **13. Bid Prices**

**13.1** The Contract shall be for the whole Works, as described in **Clause 1.1** based on the Bill of Quantities- Bill no. 1 to 3 submitted by the Bidder.

**13.2** The Bidder shall quote single percentage rate above/below the BoQ/ scheduled rates on appropriate form at enclosed as part of tender document on e-tender portal <https://eprocure.gov.in/eprocure/app>

**13.3** All duties, taxes, excluding GST, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total bid price submitted by the Bidder.

**13.4** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract And shall not be subject to adjustment.

### **14. Currencies of Bid and Payment**

All payments shall be made in Indian Rupees.

### **15. Bid Validity**

**15.1** Bids shall remain valid for a period of 120 days after the deadline date for bid submission specified in **Clause 20**. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

**15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with **Clause 16** in all respects.

### **16. Earnest Money/Bid Security/Forfeiture/Debarment**

**16.1** The Bidder shall furnish, as part of the Bid, Earnest Money/Bid Security, in the amount as specified in the NIT. **e-Bank Guarantee/RTGS/NEFT only must be in favor of NHIDCL payable at Siliguri.**

**16.2** The Earnest Money/ Bid Security shall, at the Bidder's option, be in the form of **e-Bank Guarantee/ RTGS/NEFT only** (any other form will not be acceptable) of any scheduled commercial bank approved by RBI having a net worth of not less than Rs. 500 crore as per the latest annual report of the bank and must be in the name of the Employer. In case of foreign bank (issued by a branch in India) the net worth in respect of the Indian operations shall only be taken into account. It shall be valid for 45 days beyond the validity of the bid. Any bid having bid security for lesser value and shorter validity period shall be treated as

non-responsive. Any Bid not accompanied by Bid Security shall also be treated as NON-RESPONSIVE.

16.2.1 **For E-BGs, Entity ID of NHIDCL is NCTGC2571P, which is to be quoted for getting EBG.** The E-BGs shall be as per the format specified in Appendix N of this RFP document and shall be valid for 45 days beyond the validity of the bid. The bank details (Bank Name, IFSC etc.) are given below:

Particulars	Details
Name of the Beneficiary	National Highways and Infrastructure Development Corporation Limited. (Projects)
Beneficiary Bank Account No.	120035355901
Beneficiary Bank Branch	CNRB0019716
Beneficiary Bank Branch Name	Canara Bank
Beneficiary Bank Address	Shivmandir Branch & Kadamtala, Siliguri Siliguri.
Entity id	<u>NCTGC2571P</u> (For e-BG Purpose only)

No BG shall be accepted in the physical form. For Further details, the bidders may visit the website of National E Governance Services Limited at <https://nesl.co.in/ebg/>. Also, the bidders may refer to the Office Order of NHIDCL displayed on the website <https://www.nhidcl.com/sites/default/files/2024-11/notice-for-e-pbg-tender-fee-and-emd.pdf> for ready reference. The Bid submitted without Bid Security will be summarily rejected.

**A. e-Bank Guarantee/RTGS/ NEFT** receipts, in the name of the Employer, from following banks would be accepted:-

i. State Bank of India or its subsidiaries,

ii. Any Indian Nationalized Bank

iii. IDBI / ICICI Bank

**iv. A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank.**

v. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 Crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

**B.** The acceptance of the guarantees shall also be subject to the following conditions: -

i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI (presently 9, with effect from 31st March, 2003,).

ii. The e-bank guarantee issued by a Cooperative Bank shall not be accepted.

**16.3.** Any Bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.

**16.4** Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

**16.5.** The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

**16.6** The Bid Security/Earnest Money will be forfeited:

- (a) If the Bidder withdraws the Bid after its submission during the period of Bid validity;
- (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 Employer;
- (c) In the case of Successful Bidder, if the Bidder fails within the specified time limit to -
  - (i) sign the Agreement; and/or;
  - (ii) furnish the required Performance Security;

**16.7** In case of forfeiture of bid security, the bidder shall also be debarred from participation in the works of Ministry of Road Transport & Highways for a period as decided by MoRT&H.

## **17. Alternative Proposals by Bidders**

**17.1** Bidder shall submit offers that fully comply with the requirement of the Bidding Documents. Conditional offer or alternate offer will not be considered further in the process of evaluation and such a bid will be declared non-responsive.

## **18. Format and Signing of Bid**

**18.1** The Bidder shall submit-bid comprising the documents as described in **Clause 12** of the ITB.

**18.2** The documents to be submitted in the physical form along with the financial instrument for fees/security shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. All the pages of the documents as mentioned here shall be signed by the person/ persons signing the Bid. Documents as mentioned here shall contain no over writing, alterations or additions, except those to comply with instructions, issued by the Employer or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid.

## **D. SUBMISSION OF BIDS**

### **19. Marking of Bids**

**19.1** The documents to be submitted in physical form as per **Clause 12.2** of ITB shall be submitted in a sealed Envelope super scribed as “Documents in Physical Form” at the top left corner.

### **20. Dead line for Submission of Bids**

**20.1** The Bidder shall ensure that the complete e-Bid is uploaded on the e-tender portal on or before

the Bid Due Date and before the time specified in NIT/e-portal. The Bidder is further required to submit Documents in Physical Form on or before the time of submission as specified in NIT, at the following address:

**Executive Director (Projects)**  
**Regional Office - Siliguri (West Bengal)**  
**National Highway & Infrastructure Development Corporation Ltd.**  
**Unit 402, Quantum Building, Parivahan Nagar,**  
**P.O & P.S. Matigara, Pin Code 734 010.**  
**Email: [edp-siliguri@nhidcl.com](mailto:edp-siliguri@nhidcl.com)**

In the event of the specified date for the submission of Documents in Physical Form being declared a holiday for the Employer, the same will be received up to the specified time on the next working day.

**20.2** The Employer assumes no responsibility for inability of a bidder to submit bids through the Employer's e-tendering portal on account of delay in submission at bidder's end. Bidders shall ensure that they submit the bid well before the "Bid Due Date and Time of Bid-Submission". The Employer shall not be responsible if bidder is not able to submit the bid on account of failure in network / internet connection or any other reason whatsoever.

**20.3** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with **Clause 10**, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **21. Late Submission of Documents in Physical Form:**

**21.1** Any document in physical form if received by the Employer after the deadline prescribed in **Clause 20** will be returned unopened to the Bidder and also the e-bid submitted by such Bidder shall not be considered.

## **22. Modification and Withdrawal of Bids**

**22.1** Bidders may modify or withdraw their e-bids as directed on the e-tendering portal, before the Bid Due Date and time as prescribed in **Clause 20**.

**22.2** No bid may be modified after the deadline for online submission of bids.

**22.3** Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in **Clause 15.1** or as extended pursuant to **Clause 15.2** shall result in the forfeiture of the Bid Security pursuant to **Clause 16**.

**22.4** Bidders may modify the prices of their bids before deadline of online submission of bid.

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

## E. BID OPENING, CLARIFICATION OF BIDS AND EVALUATION

### 23. Bid Opening, Clarification of Bids and Evaluation

**23.1** Bid opening shall be carried out in two stages. Firstly, Part-I 'Technical Bid' of all the Bidders received (except those received late) shall be opened on the date and time mentioned in Notice Inviting Tender (NIT). Part-II' Financial Bid' of those bidders whose technical bid has been determined to be substantially responsive shall be opened on a subsequent date through online process of e-tendering, which will be notified to such bidders.

The Employer will open the "Technical Bid" of all the Bids received (except those received late), in the presence of the Bidders/ Bidders' representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

**23.2** In all cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the Employer at the opening as the Employer may consider appropriate, will announce the Bidders' names and such other details.

**23.3** The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with this **Clause23**.

**23.4** The bids accompanied with valid bid security & bid document fee will be taken up for evaluation with respect to the Qualification In formation and other information furnished in Part I of the bid pursuant to **Clause12.1**.

As soon as possible, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration. However, to assist in the examination, evaluation of technical bids, the Employer may at his discretion, ask any bidder for clarification of his bid, however, no additional documents in support of clarification will be entertained.

**23.5** The Employer shall inform the bidders about the result of technical evaluation by uploading on the web portal for objections, if any, from the bidders. The Employer shall finalize the evaluation of technical bids after due consideration of objections received and intimate the bidders, whose Technical Bids are found responsive, of the date, time and place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the event of opening of Financial Bids.

**23.6** At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with **Clause 23.5** will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, pursuant to **Clause22** and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening.

**23.7** The Employer shall prepare the minutes of the opening of the Financial Bids.

### 24. Process to be Confidential

**24.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

## **25. Contacting the Employer**

**25.1** Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

## **26. Examination of Bids and Determination of Responsiveness**

**26.1** During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid

(a) Meets the eligibility criteria defined in **Clauses 3 and 4**; (b) contains the required documents in physical form and the documents uploaded by the bidder are in order; and (c) is substantially responsive to the requirements of the Bidding Documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the Bids will be further determined with respect to the remaining bid conditions, i.e., bill of quantities, Specifications and drawings etc.

## **27. Correction of Errors**

**27.1** Financial Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

a) Where there is a discrepancy between the rates in figures and words, the rates in Words will govern; and

**27.2** The amount stated in the Financial Bid will be corrected as per **Clause 27.1** and shall be binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected and the Bid Security shall be forfeited in accordance with **Clause 16.6 (b)**.

## **28. Evaluation and Comparison of Financial Bids**

**28.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with **Clause 26**.

**28.2** If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. If, after evaluation of the price analyses, the Employer determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Employer may reject the Bid/Proposal.

## F. AWARD OF CONTRACT

### 29. Award Criteria

29.1 Subject to **Clause 31**, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive according to the bidding documents and who has offered the lowest evaluated Bid price.

### 30. Employer's Right to Accept any Bid and to Reject any or all Bids

30.1 Not with standing **Clause 29**, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without there by incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

### 31. Notification of Award and Signing of Agreement

31.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works, and of routine maintenance of roads by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

31.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of **Clause 32**.

31.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

31.4 Upon furnishing of the Performance Security by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### 32. Performance Security

32.1 Within 10 (Ten) days after receipt of the Letter of Acceptance, the successful Bidder of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the form set forth in Section 4 in **Form of e-Bank Guarantee only** for Performance Security for an amount equal to **3% (Three percent) of the Bid Price**. For unbalanced bids, an additional performance security shall be provided to the employer for an amount calculated as per stipulation set forth in **CL. 45 OF GCC**.

A. **e-Bank Guarantee**, in the name of the Employer, from following banks would be accepted: -

- i) State Bank of India or its subsidiaries,
- ii) Any Indian Nationalized Bank
- iii) IDBI/ICICI Bank
- iv) A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank.
- v) Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crore as per the latest Annual Report of the Bank. In the case of a Foreign Bank

(issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

**B.** The acceptance of the shall also be subject to the conditions that the capital adequacy of the Bank shall not be less than the latest norms prescribed by RBI.

**C.** The bank guarantee issued by a Cooperative Bank shall not be accepted.

**32.2** The performance security shall be Valid until **60 (Sixty) days** after the Defects Liability Period.

**32.3** For avoidance of any doubt, in case of failure of submission of Performance Security within the stipulated time period, the award shall be deemed to be cancelled / withdrawn. 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 Employer.

**32.4** The agreement will be executed within **10 days** of receipt of Performance Security.

**32.5** Deleted

### **33. Advances**

**33.1** Deleted

## **G. CORRUPT OR FRAUDULENT PRACTICES**

### **34. Corrupt or Fraudulent Practices**

**34.1** The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Employer may reject any bid without being liable in any manner what so ever to the bidder if it determines that the bidder 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.

**34.2** Without prejudice to the rights of the Employer under **Clause 34.1** hereinabove, if any bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender issued by the Employer during a period of 2(two) years from the date such bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

**34.3** For the purposes of this **Clause 34**, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Employer

who is or has been associated in any manner, directly or indirectly, with the bidding process or has dealt with matters concerning the Contract or arising there from, 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 Employer, shall be deemed to constitute influencing the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the bidding process or after the award or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Works, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Works;

- b) “fraudulent practice” means a mis representation or omission off acts or suppression off acts 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 establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; 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.

The Employer requires the Bidder/Contract or to strictly observe the laws against fraud and corruption enforced in India, namely Prevention of Corruption Act, 1988.

## **H. LABOUR LAWS AND FUNDAMENTAL BREACH**

### **35. Labour Laws and Regulations**

**35.1** The Bidders shall be aware of the provisions of various Labour Laws, Regulations and Welfare Measures applicable for Construction Workers in India, and other obligations stated in the Conditions of Contract.

### **36. Fundamental Breach and other obligations**

**36.1** The Bidders shall be aware of the provisions of Fundamental Breach and other obligations stated in the Conditions of Contract.

**Appendix to ITB**  
**[THE EMPLOYER SHOULD COMPLETE THIS APPENDIX**  
**BEFORE ISSUING THE BID DOCUMENTS]**

**Appendix to ITB**

The Employer is: - **National Highways and Infrastructure Development Corporation Ltd., 1st and 2nd Floor, Tower A, World trade Centre, Nauroji Nagar, New Delhi-110029**

<b>Appendix to ITB</b>																			
Instructions to Bidders Clause Reference																			
(1.1)	The Employer is authorized <b>Executive Director (P), R.O. Siliguri (West Bengal), Unit 402, Quantum Building, Parivahan Nagar, P.O &amp; P.S. Matigara, Pin Code 734 010. Email: <a href="mailto:edp-siliguri@nhidcl.com">edp-siliguri@nhidcl.com</a></b>																		
(1.1)	Hiring of Machinery for Clearance of Landslides and Miscellaneous works from km 0 to km 26 on NH-10 (Sevoke-Rangpo section) in the State of West Bengal on percentage Rate Basis during the FY 2025-2026																		
(4.3) B) (b) (i)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Name of the Equipment</th> <th style="text-align: center;">Quantity</th> </tr> </thead> <tbody> <tr> <td>Tipper/Trucks (10 Ton capacity)</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Hydraulic Excavator 210 of 0.9 cum capacity</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Rock breaker attachment for Hydraulic Excavator 210</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Front end loader 1 Cum bucket capacity</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Backhoe loader</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Tow Away Crane</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Patrol vehicle</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Ambulance</td> <td style="text-align: center;">1</td> </tr> </tbody> </table> <p>Any other equipment required for carrying out work as per Ministry's specification. Moreover, above are minimum quantity of machineries. The same may be increased as per requirement at site.</p> <p><b>Note:-</b>  The bidder must upload scanned copy of the documentary evidence in support of his owning/leased/rented of the above equipment's. In case the bidder proposes to hire or take the above equipment on lease, he should, along with the lease/rent agreement, attach the proof of ownership of this equipment with the company/entity from whom the equipment are proposed to be hired on lease/rent. Any conditional evidence of deployment of above equipment or inadequate proof as required for any of the equipment shall make the bid non-responsive and financial bid shall not be opened.</p>	Name of the Equipment	Quantity	Tipper/Trucks (10 Ton capacity)	3	Hydraulic Excavator 210 of 0.9 cum capacity	3	Rock breaker attachment for Hydraulic Excavator 210	3	Front end loader 1 Cum bucket capacity	3	Backhoe loader	2	Tow Away Crane	1	Patrol vehicle	1	Ambulance	1
Name of the Equipment	Quantity																		
Tipper/Trucks (10 Ton capacity)	3																		
Hydraulic Excavator 210 of 0.9 cum capacity	3																		
Rock breaker attachment for Hydraulic Excavator 210	3																		
Front end loader 1 Cum bucket capacity	3																		
Backhoe loader	2																		
Tow Away Crane	1																		
Patrol vehicle	1																		
Ambulance	1																		

**[4.3 B (b) (ii)]** The Number of Technical Personnel, Qualifications and Experience will be as follows:

<b>S. No.</b>	<b>Personnel</b>	<b>Qualification</b>	<b>Particular Experience (minimum requirement)</b>	<b>No. of Persons</b>
1	Project Manager	B.E./ B. Tech /AMIE in Civil Engineering + 5 yrs. of exp.	3 years on highway constructions/ maintenance work of NH/SH	1
2	Site Engineer cum Surveyor cum Quantity Surveyor	B.E./ B. Tech /AMIE in Civil Engineering + 3 yrs. of exp. Or Diploma (Civil) + 5 yrs. of exp.	3 years on highway constructions/ maintenance work of NH/SH	2
3	Incident cum Road Property Manager cum Route Operation Manager	Graduate from a recognized University	3 years on Highway Property Management and Maintenance	1
<b>Total</b>				4
The contractor shall engage adequate skilled workmen suitable for the works.				

**Note:** The signed CVs must be uploaded along with the bid. Non-compliance of the above or non-furnishing of the CV as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than above shall make the bid non-responsive and financial bid shall not be opened.

**[9.2.1]-Pre-bid meeting shall be held as per NIT.**

**SECTION -3**

**QUALIFICATION INFORMATION**

**SECTION -3**

**QUALIFICATION INFORMATION**

The information to be filled in by the Bidder in this section and documents submitted in physical form will be used for the purposes of post qualification as provided for in **Clause 4** of the Instructions to Bidders. This information will not be incorporated in the Contract.

## QUALIFICATION INFORMATION

### 1. For Individual Bidders

- 1.1 a) Year of Constitution  
b) Legal status of Bidder (Proprietorship/Partnership or Pvt. Ltd. firm)  
*[Upload scanned copy of original]*  
c) Place of registration: \_\_\_\_\_  
d) Principal place of business: \_\_\_\_\_

1.2 Power of Attorney of signatory of Bid [ *Upload scanned copy and also supply Original Copy in envelope of physical form*]

1.3 Total value of Civil Engineering construction and/or maintenance works performed in the last three years (in Rs. Lakh).

Refer ITB **Clause 4.4 A (a)**

(Upload scanned copies of certificate from Chartered Accountant and also supply original certificate from Chartered Accountant with *UDIN No.*)

Year	Total value of work performed (Rs. Lac)
2024-25	
2023-24	
2022-23	

**Total:**  
**Average Per Year:**

---

**1.4 (a)** Work performed as prime contractor/JV partner provided further that all other qualification criteria are satisfied (in the same name) of a similar nature during the last five years as per ITB **Clause 4.3A (b)**.

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

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

**Note:** In case of sub-contractor—a certificate from the Executive Engineer or equivalent of the Prime Employer should be obtained from whom an approval for subcontractor has been obtained.

**1.4 (b)** Information on Bid Capacity (works for which bids have been submitted and accepted and works which are yet to be completed) as on the date 7 days before the last date for bid submission (as per **Clause 4.4** of the ITB).

(i) Existing commitments and on-going works(B)

Description of work	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs Cr)	Stipulated Period of Completion	Value of works* remaining to be completed (Rs. Cr)	Escalation factor	Anticipated date of completion	Escalated value of remaining work during completion period of work for which bids are invited
1	2	3	4	5	6	7	8	9	10

**\* Upload certificate(s) from the Engineer(s)-in-Charge of the rank of Executive Engineer or equivalent & also supply original or certified copy of certificate in physical form envelope.**

(ii) Details of works for which bid submitted and accepted (i.e. where contract signing is pending)

Description of works	Place & State	Name & Address of Employer	Date of issue of Letter of Acceptance (LOA)*	Value given in LOA	Stipulated period for completion	Value of work during completion period of work for which bids are invited
1	2	3	4	5	6	7

\* Upload copy of LOA

(iii) Bid Capacity (Bidder shall calculate, mention his bid capacity and enclose the supporting calculation)

A = Rs.....Lakh (enclose the details)

N = ..... years

B = Rs.....lakh (enclose the details)

Available bid capacity = **AxNx2.5 – B**  
= Rs.....lac

**1.5** Availability of Key Equipment essential for carrying out the Works [Ref. **Clause 4.3(B)** (b) (i)]. The Bidder should list all the information requested below.

Item of Equipment	Requirement		Availability Proposals		Page No of the proof attached
	No.	Capacity	Owned/Leased rented	Age/Condition	

**Note:** The bidder must upload the documentary evidence in support of his owning/ leased/ rented of the above equipment. In case the bidder proposes to hire or take the above equipment on lease, he should, along with the lease/rent agreement, attach the proof of ownership of these equipment's with the company/entity from whom the equipment are proposed to be hired on lease/rent. Any conditional evidence of deployment of above equipment or inadequate proof as required for any of the equipment shall make the bid non-responsive and financial bid shall not be opened.

**1.6** Qualification and Experience of Key Personnel required for administration and execution of the Contract [Ref. **Clause 4.3(B)(b)(ii)**]. Upload biographical data for technical personnel (Refer also to **Clause. 4.1(e)** of Instructions to Bidders).

(Refer also to Sub **Clause 9.1** of the General Conditions of Contract).

Position	Name	Qualification	Total Professional Experience (Years)	Experience in the proposed position (Years)

**Note:** The signed CVs of the Technical Personnel must be uploaded along with the bid. Non-compliance of the above or non-furnishing of the CV as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than above shall make the bid non-responsive and financial bid shall not be opened.

**1.7** Information on litigation history in which the Bidder is involved.

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

**2.** Bidders should upload the scanned copy of the following affidavits/ undertakings as per formats enclosed hereinafter and also send original copy of Affidavit/ Undertakings: -

- i) Affidavit (it should be on stamp paper attested by Notary Public)
- ii) Undertaking regarding availability of minimum cash amounting to **25%** of the value of work during implementation of the Contract towards working capital.
- iii) Undertaking that the Bids shall remain valid for the period specified in **Clause 15.1**.

(To be notarized by Notary)

**AFFIDAVIT**

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

\_\_\_\_\_  
(Signed by an Authorised Representative of the Firm)

\_\_\_\_\_  
Name of the Representative

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

(On the letter head of the bidder)

**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_  
shall maintain availability of minimum cash amounting to **25%** of the value of the work during  
implementation of the Contract towards the working capital.

\_\_\_\_\_  
(Signed by an Authorised Representative of the Firm)

\_\_\_\_\_  
Name of the Representative

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

(On the letter head of the bidder)

**UNDERTAKING**

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

\_\_\_\_\_

(Signed by an Authorized Representative of the Firm)

\_\_\_\_\_

Name of the Representative

\_\_\_\_\_

Name of Firm

\_\_\_\_\_

DATE

\_\_\_\_\_

**Appendix 1.7 [Ref. clause 4.4 B (b)(i)]**

(On the letter head of the bidder)

**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s..... agree to provide and will deploy required equipment as mentioned in the Appendix to ITB of the work “\*\*\*\*\*”. Further it is certified that the documents submitted as an evidence of availability of the key equipment’s for this work as stated in the Appendix to ITB, are genuine and correct. If anything, contrary to the details as submitted is found at any stage Authority would be at liberty to debar/black list my firm for an appropriate period as decided by Authority.

\_\_\_\_\_  
(Signed by an Authorised Representative of the Firm)

\_\_\_\_\_  
Name of the Representative

\_\_\_\_\_  
Name of Firm & Seal

\_\_\_\_\_  
Date

## INTEGRITY PACT

**Draft Integrity Pact Format applicable for works having value of Rs. 5 Cr and above**

( \_\_\_\_\_ Division)

Tender No. \_\_\_\_\_

This Integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ 2026

**BETWEEN**

\_\_\_\_\_ {Authority}, Address, hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

and

hereinafter referred to as “The Bidder/ Contractor/ Contractor/ Consultant” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

**Preamble**

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for One Time repair and maintenance of {Name of the Project}. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Contractor(s)/Consultant(s).

And whereas in order to achieve these goals, the Principal will appoint an external Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

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

**Article-1-Commitments of the Principal**

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

(a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand take a promise for or except for self or third person any material or immaterial benefit Which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process,

provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

## **Article-2 Commitments of the Bidder(s)/ Contractor(s)/ Contractor(s)/ Consultant(s)**

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

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

- (h) The Bidder(s)/ Contractor(s)/ Contractor(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

### **Article 3 Disqualification from tender process and exclusion from future contracts**

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

### **Article 4 Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to suspend the bidder for participation in the tendering process for the works of MoRTH/NHAI/NHIDCL and works under other Centrally Sponsored Schemes for a period of One Year from the bid due date of this work apart from any other legal right that may have accrued to the Principal.

- (2) In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Contractor/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/Contractor/Consultant and/or demand and recover liquidated and all damages as per the provisions of the contact/Contract agreement against Termination.

#### **Article 5 Previous Transgression**

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

#### **Article 6 Equal treatment of all Bidders/ Contractors/ Contractors/ Consultants/ Subcontractors**

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

#### **Article 7 Criminal charges against violating Bidder(s)/ Contractor(s)/Contractor(s)/Consultant(s)/ Sub-contractor(s)**

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

#### **Article 8 External Monitor (IEM)**

- (1) The Principal has appointed (i) Shri and (ii) \_\_\_\_\_ as External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, NHAI / MD NHIDCL / DG(RD)&SS/DGBR.
- (3) The Bidder/Contractor/Contractor/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/

Contractor/ Contractor/ Consultant. The Bidder/ Contractor/ Contractor/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractors(s) with confidentiality. The Monitor has also signed on “Non-disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform the Authority and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/ Contractor/Consultant. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Authority within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Authority, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the Authority has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

### **Article 9 Pact Duration**

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

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

### **Article 10 Other Provisions**

- (1) This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Contractor/Consultant is a partnership or a Joint Venture partner, this pact must be signed by all partners or members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issue like warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in Integrity Pact shall prevail.
- (7) Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (8) The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- (9) In witness whereof he parties have signed and executed this pact at the place and date first done mentioned in the presence of following witnesses:-

\_\_\_\_\_

(For & On behalf of the (Principal)

(For & On behalf of Bidder/Contractor/  
Contractor/Consultant

(Office Seal) Place

Date

Witness 1:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_

**Letter Head of the Statutory Auditor**

**(Giving phone number, address and email address)**

**CERTIFICATE OF NET WORTH BY STATUTORY AUDITOR**

1. This certificate is being issued on the request of..... (Name of the Bidder and address) for participating in tender in respect of National Highways and Infrastructure Development Corporation of India Ltd. in accordance with the applicable auditing standards and guidance Note issued by the Institute of Chartered Accountant of India.
2. We M/s .....(Name of the Statutory Auditor) are statutory auditors of .....(Name of the Bidder) for the year ended 31<sup>st</sup> March 20XX (appropriate year may be filled in).

***Note 1: In case the certificate is issued by any firm other than statutory Auditors of a company, the form no. ADT 1. duly filed with the Registrar of Companies is attached.***

***Note 2: In cases the Bidder does not have statutory auditor, the firm of chartered accountants that audited last financial statements/books of accounts shall be treated as Statutory Auditor while in case of a company, the statutory auditor shall have same meaning as ‘Auditor’ defined under the Companies Act, 2013.***

3. We have obtained all relevant record and information that were necessary for providing this certificate.
4. We have read and understood the tender documents relating to financial (e.g. ‘Turnover’ and ‘Net worth’), verified the standalone audited financial statements of ..... (Name of the Bidder), books of accounts and other relevant records and information as at 31<sup>st</sup> March 20XX produced before us by .....(Name of the Bidder), and on basis of such verification, information and explanation given to us, we certify that Net Worth of .....(Name of the Bidder) as on 31 March 20XX has been computed strictly in compliance with the provision of clause 2.2.2.9(ii) of the RFP documents of the NHIDCL and as under:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount (₹ in lakh)</b>	<b>Remarks</b>
1	Paid of Equity Share Capital (This does not include advance against equity and application money pending allotment)		
2	Reserves and Surpluses (Other equity in case of Financial Statements are prepared under Ind AS) created out of profits)		
2.1	Accumulated Profits		
2.2	Share/Security premium		
2.3	Other Reserves		
	Total		
	Less Accumulated losses, if any		

	<b>Less</b> Miscellaneous expenditure to the extent not written off or adjusted		
	<b>Less</b> Deferred Revenue Expenditure, if any		
	<b>Less</b> write back of depreciation, if any		
	<b>Less</b> any other reserve created out of profits like amalgamation, capital restructuring, first time adoption of Ind AS or debt restructuring prior to full settlement of debts.		

5. This is certified that the Calculation of Net worth is based on **standalone financial statements** of  
..... (Name of the Bidder) prepared in conformity with applicable Accounting Standards  
and it does not include following components:
- i. Advance against equity;
  - ii. Share application money, pending allotment;
  - iii. Redeemable or non-redeemable Preference share capital;
  - iv. Convertible and non-convertible debentures;
  - v. Revaluation Reserves;
  - vi. Accumulated losses;
  - vii. Write back of depreciation;
  - viii. Other comprehensive income, in cases where financial statements are prepared based on Ind AS;
  - ix. Reserves created from restructuring of debt etc till their settlement of debts;
  - x. Deferred Tax Liabilities; and
  - xi. Impact of restructuring or amalgamation of the bidder.

**For XYZ & Associates Chartered Accountant (FRN )**

**Name of CA:** .....

**Partner/Proprietor Membership No.:** .....

**Place:** .....

**Date:** .....

**UDIN:** .....

**Letter Head of the Statutory Auditor**  
(Giving phone number, address and email address)

**CERTIFICATE OF TURNOVER BY STATUTORY AUDITOR**

1. This certificate is being issued on the request of..... (Name of the Bidder and address) for participating in tender in respect of National Highways and Infrastructure Development Corporation of India Limited in accordance with the applicable auditing standards and guidance Note issued by the Institute of Chartered Accountant of India.
2. We M/s ... (Name of the Statutory Auditor) are statutory auditors of..... (Name of the Bidder) for the year ended 31<sup>st</sup> March 20XX (appropriate year may be filled in).  
*Note 1: In case the certificate is issued by any firm other than statutory Auditors of a company, the form no. ADT 1. duly filed with the Registrar of Companies is attached.*  
*Note 2: In cases the Bidder does not have statutory auditor, the firm of chartered accountants that audited last financial statements/books of accounts shall be treated as Statutory Auditor while in case of a company, the statutory auditor shall have same meaning as 'Auditor' defined under the Companies Act, 2013.*
3. We have obtained all relevant record and information that were necessary for providing this certificate.
4. We have read and understood the tender documents relating to financial and technical capacity (e.g. 'Turnover' and 'Net worth'), verified the standalone audited financial statements of ..... (Name of the Bidder), books of accounts and other relevant records and information as at 31<sup>st</sup> March 20XX produced before us by ..... (Name of the Bidder), and on basis of such verification, information and explanation given to us, we certify as under:

S.No.	Financial year	Turnover (₹ In lakh)
1	Year 1 (2024-2025)	
2	Year 2 (2023-2024)	
3	Year 3 (2022-2023)	
4	Year 4 (2021-2022)	
5	Year 5 (2020-2021)	

*In case financial statements of the latest financial year are not audited and therefore, the bidder cannot make it available, the bidder shall provide an undertaking to this effect and statutory auditor shall certify the same. In such case, the bidder shall provide the audited financial statements for five years immediately preceding the year for which the audited annual report is not being produced as per clause 2.2.2.8 of the RFP which shall be considered for evaluation. In case, undertaking duly certified by Statutory auditor is not submitted under by the bidder, under such circumstances, the annual turnover for the year for which audited annual financial statements are not available shall be considered as 'Nil' for the purposes of arriving at the*

**average annual turnover.**

5. Annual Turnover updated to the price level of the year, based on factors indicated in table xxx of the tender documents, is given below:

<b>Year</b>	<b>Year-1</b>	<b>Year-2</b>	<b>Year-3</b>	<b>Year-4</b>	<b>Year-5</b>
Updation factor	<b>1.00</b>	<b>1.05</b>	<b>1.10</b>	<b>1.15</b>	<b>1.20</b>
Actual Turnover (₹ In lakh)					
Updated Turnover (₹ In lakh)					

**Average Updated Turnover (to the price level of the year) = ..... (₹ In lakh)**

6. This is also certified that the Calculation of turnover is based on **standalone financial statements** of .....(Name of the Bidder) prepared in conformity with applicable Accounting Standards and it does not include any component of indirect tax like GST.
7. This is also certified that the that turnover mentioned in para 5 is in individual capacity of .....(Name of the Bidder) and its share in the Joint Venture where the work had been executed jointly with other party/parties and such a joint venture is not a separate legal entity. Further, the above turnover does not include any turnover related to joint venture or subsidiary having a separate legal entity.
8. This is also certified that turnover mentioned in para 5 is in respect of execution of construction/ civil /engineering activities and does not include any trading activity of .....(Name of the Bidder).

For XYZ & Associates  
Chartered Accountant  
(FRN .....)

Name of CA: .....  
Partner/Proprietor Membership No.: ..... Place:  
.....  
Date: .....  
UDIN: .....

**SECTION-4**

**FORMS OF BANK GUARANTEES  
LETTER OF ACCEPTANCE (LOA) AND AGREEMENT**

**SECTION-4**

**FORMS OF BANK GUARANTEES  
LETTER OF ACCEPTANCE (LOA) AND AGREEMENT**

**FORM OF e-BANK GUARANTEE FOR BID SECURITY  
(e-BGs Only - Entity ID of NHIDCL is **NCTGC2571P**)**

**B.G. No.**

**Dated:**

To  
[Address of Employer]

1. In consideration of you, \*\*\*\*, having its office at \*\*\*\*, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of..... and having its registered office at ..... (and acting on behalf of its JV) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the\*\*\* \*\* Project on EPC basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. \*\*\* \*\* (Rupees \*\*\* \*\* only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \*\*\* \*\* (Rupees \*\*\* \*\* only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* crore (Rupees \*\*\* \*\* crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the BID Due Date)].

14. This guarantee shall also be operatable at our..... Branch at Siliguri, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [Ministry/NHAI/NHIDCL/State PWD/BRO], details of which is as under:-

Particulars	Details
Name of the Beneficiary	National Highways and Infrastructure Development Corporation Ltd.
Beneficiary Bank Account No.	120035355901
Beneficiary Bank Branch	CNRB0019716
Beneficiary Bank Branch Name	Canara Bank
Beneficiary Bank Address	Shivmandir Branch & Kadamtala, Siliguri
Entity id	<b>NCTGC2571P</b> (For e-BG Purpose only)

Signed and Delivered by ..... Bank

By the hand of Mr./Ms .....,its .....and authorised official.

(Signature of the Authorised Signatory)  
(Official-Seal)

**FORM OF e-BANK GUARANTEE FOR PERFORMANCE SECURITY/  
ADDITIONAL PERFORMANCE SECURITY  
(e-BGs Only - Entity ID of NHIDCL is **NCTGC2571P**)**

To

[Address of Employer]

WHEREAS..... (name and address of contractor) hereinafter called “the Contractor” has undertaken, in pursuance of Letter of Acceptance No.

..... Dated ..... to execute “**Hiring of Machinery for Clearance of Landslides and Miscellaneous works from km 0 to km 26 on NH-10 (Sevoke-Rangpo section) in the State of West Bengal on percentage Rate Basis during the FY 2025-2026**” (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total amount of Rs..... (amount of guarantee) (Rupees (in words) and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

This guarantee shall also be operatable at our ..... Branch at Siliguri, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. (Rs. \_\_\_\_\_ in words) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is served upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

E-Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below: -

Particulars	Details
Name of the Beneficiary	National Highways and Infrastructure Development Corporation Limited.
Beneficiary Bank Account No.	120035355901
Beneficiary Bank Branch	CNRB0019716
Beneficiary Bank Branch Name	Canara Bank
Beneficiary Bank Address	Shivmandir Branch & Kadamtala, Siliguri, Siliguri
Entity id	NCTGC2571P (For e-BG Purpose only)

Signature and seal of the Guarantor with Name, Designation, Employee Code Number and Telephone Number.....

Name of the Issuing

Name of the Controlling

Bank/Branch-----

Branch/Bank-----

Address and Telephone Number

Address and Telephone Number.....

Date.....

In the presence of (if this is to be witnessed as per bank's policy) .....

1.....

(Name, Address and Occupation)

2.....

(Name, Address and Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

## FORM OF LETTER OF APPLICATION

To,  
[Address of the Employer]

**DESCRIPTION OF WORKS:** "Hiring of Machinery for Clearance of Landslides and Miscellaneous works from km 0 to km 26 on NH-10 (Sevoke-Rangpo section) in the State of West Bengal on percentage Rate Basis during the FY 2025-2026."

Dear Sir,

Having examined the Bid Document, Instructions to Bidders, Qualification Information, Scope of works, etc. for the subject work we hereby submit our bid for the subject work.

It is certified that the information furnished in this document is true and correct. The proposal is unconditional and unqualified. We undersigned accept that the Employer reserves the right to reject any or all applications without assigning any reason.

Thanking you,

Yours faithfully,

(Authorized Signatory)

(Signature, Name, Title, Address)

For and on behalf of M/s\_\_\_\_\_

**FORM OF LETTER OF ACCEPTANCE**

No.....

Dated.....

To

M/s.....

**Sub.:** ..... **Name of Work**.....

Sir,

Based on your bid submitted on ..... in compliance of bidding document of NHIDCL for execution of the work of ....., it is hereby notified that your bid for a Contract Price of Rs. .... which is at a discount/premium of ..... from the estimated project cost, has been accepted for and on behalf of NHIDCL.

You are hereby requested to furnish Performance Security amounting to ..... and Additional Performance Security amounting to ..... within 10 days as per provisions of Clause 32.1 of ITB of the bid document and to sign the Contract Agreement failing which the actions as stipulated in Clause 32.3 of ITB shall be taken.

Thanking you,

Yours faithfully,

(.....)

Employer

## FORM OF AGREEMENT

### AGREEMENT

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ between the  
----- (hereinafter called “the Employer” of the one part and \_\_\_\_\_  
(hereinafter called “the Contractor”) of the other part.

AND WHEREAS the Employer invited bids from eligible bidders for the execution of certain works, viz  
“Hiring of Machinery for Clearance of Landslides and Miscellaneous works from km 0 to km 26 on NH-10  
(Sevoke-Rangpo section) in the State of West Bengal on percentage Rate Basis during the FY 2025-2026  
AND WHEREAS pursuant to the bid submitted by the Contractor, vide (herein after referred to as the “BID”  
or ÖFFER”) for the execution of works, the Employer by his letter of acceptance dated \_\_\_\_\_ accepted the offer  
submitted by the Contractor for the execution and completion of such works and remedying of any defects  
there on at an amount of \_\_\_\_\_-The Contract Price,  
on terms and conditions in accordance with the documents listed in **Para 2** below.

AND WHEREAS the Contractor has agreed to abide by all the terms of the bid, including but not limited  
to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms  
and conditions as may be required from time to time.

AND WHEREAS the Contractor has agreed to undertake such works and has furnished a Performance  
Security pursuant to **Clause32** of ITB (**Section-2**).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expressions shall have the same meaning as are  
respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and construed as part of this  
agreement viz.
  - a) Agreement;
  - b) Letter of Acceptance;
  - c) Contractor’s Bid;
  - d) Contract Data;
  - e) General Conditions of Contract;
  - f) Addendum to General Conditions of Contract;
  - g) Road Maintenance Standards and Specifications for Road Maintenance Works;
  - h) Drawings, if any;
  - i) Bill of Quantities; and
  - j) Any other document listed in the Contract Data.

3. The foregoing documents shall be construed as complementary and mutually explanatory one with another. Should any ambiguity or discrepancy be noted, then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.
5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHERE OF the parties here to have caused this agreement to be executed the day and year above written. Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder.

Binding Signature of Employer\_\_\_\_\_

For and on behalf of

National Highways & Infrastructure Development Corp. Ltd.

Binding Signature of Contractor\_\_\_\_\_

For and on behalf of M/s-----

In the presence of

1. Name:

Address:

In the Presence of

1. Name:

Address:

**SECTION -5**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

## SECTION 5

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### TABLE OF CLAUSES

<b>A. General</b>		31. Correction of Defects noticed during the Defects Liability Period
1. Definitions		32. Uncorrected Defects
2. Interpretation		<b>D. Cost Control</b>
3. Language and Law		33. Bill of Quantities
4. Engineer's Decisions		34. Changes in the Quantities
5. Delegation		35. Variations
6. Communications		36. Payments for Variations
7. Subcontracting		37. Cash Flow Forecasts
8. Other Contractors		38. Payment Certificates
9. Personnel and Equipment		39. Payments
10. Employer's and Contractor's Risks		40. Compensation Events
11. Employer's Risks		41. Taxes and Currencies for Payments
12. Contractor's Risks		42. Security Deposit/ Retention Money
13. Insurance		43. Liquidated Damages
14. Site Investigation Reports		44. Advance Payments
15. Queries about the Contract Data		45. Performance Security
16. Contractor to Construct the Works		46. Cost of Repairs
17. The Works to be completed by the Intended Completion Date		<b>E. Finishing the Contract</b>
18. Approval by the Engineer		47. Completion
19. Site Regulations and Safety		48. Taking Over
20. Discoveries		49. Final Account
21. Possession of the Site		50. Operation and Maintenance Manual
22. Access to the Site		51. Termination
23. Instructions		52. Payment upon Termination
24. Procedure for Dispute Resolution		53. Property
<b>B. Time Control</b>		54. Release from Performance
25. Programme		<b>F. Other Conditions of Contract</b>
26. Extension of the Intended Completion Date		55. Labour
27. Delays ordered by the Engineer		56. Compliance with Labour Regulations
28. Management Meetings		57. Drawings and Photographs of the Works
<b>C. Quality Control</b>		58. The Apprentices Act, 1961
29. Identifying Defects		
30. Tests		

## A. GENERAL

### 1. Definitions

**1.1** Terms which are defined in the Contract Data but not defined in the Conditions of Contract keep their defined meanings. Capital initials are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Contractor's Bid.

**Certificate of Completion** is the Certificate issued by the Engineer upon completion of works or parts thereof as applicable in accordance with **Clause47**.

**Compensation Events** are those defined in **Clause40**.

**Contract** is the Contract between the Employer and the Contractor to maintain the road assets and to execute, complete, and maintain the Works. It consists of the documents listed in **Clause2.3**.

**Contract Data** defines the documents and other information, which comprise the Contract.

**Contractor** is a person or corporate body whose Bid to carry out the Road Maintenance Works and Activities has been accepted by the Employer.

**Contractor's Bid** is the completed Bidding Document submitted by the Contractor to the Employer.

**Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; months are calendar months.

**Defect** is any part of the Maintenance Works and Activities not completed in accordance with the Contract Specifications.

**Defects Liability Certificate** is the certificate issued by the Engineer, after the Defects Liability Period has ended and upon correction of Defects by the Contractor.

**Defects Liability Period** means the period so stipulated in the Contract Data, calculated from the Completion Date, during which the Contractor remains responsible for the rectification of any defect in the Works he has undertaken.

**Employer** is the party as defined in the Contract Data, who employs the Contractor to carry out the Works. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

**Engineer** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract on behalf of the Employer.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to execute the Maintenance Works and Activities.

**Intended Completion Date** is the date, as given in contract data, on which it is intended that the Contractor shall complete the Works as per scope under the contract. The intended Completion Date may be revised only by the Engineer by issuing an Extension of Time after approval from the Employer.

**Letter of Acceptance** means the formal acceptance of the Bid by the Employer.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Maintenance Works and Activities.

**Maximum Response Time** means the maximum permissible time within which remedial action must be completed prior to a defect exceeding the permissible tolerance. Maximum Response Time commences from the time of earliest detection of the defect by (i) observation of the defect by the Contractor, or (ii) notification of the defect by the Engineer, or (iii) intimation of the defect by a road user.

**Notice to Proceed** means the notice issued by the Employer to the Contractor to proceed with the work after signing of the contract pursuant to **Clause 32.1** of ITB.

**Permissible Tolerance** means the maximum permissible amount or quantity of a defect in road-asset condition that will not be exceeded at any time. If any defect exceeds the permissible tolerance, it shall be treated as “non-compliance” and the Contractor shall be paid in accordance with the relevant provisions in this contract.

**Project Manager** is a person appointed by the Contractor who is in charge of managing all activities of the Contract or under the Contract. He is also the Contractor’s Representative for the purpose of this Contract.

**Road** means the Road or package of roads in network or scattered for which the Maintenance Works and Activities are to be carried out under the Contract.

**“Road Assets”** include the following:

- i) Main carriage way with shoulders (paved and/or earthen), medians, slip roads, service roads;
- ii) Road embankment including slopes, protection works, kerbs and chute drains;
- iii) Road way in cutting including slopes protection works, drains;
- iv) Culverts, Bridges, Over/ Underpasses, retaining walls, Guide bunds, Floor protection works;
- v) Road signs, road markings, road delineators, guardrails, safety barriers, railings, fencings, parapets, kilometer stones ,200m stones, road boundary stones;
- vi) All types of drains, trees, plantations and erosion control measures;
- vii) Road land;
- viii) Any other project facility or asset forming integral part of the road(s).

**Road Maintenance Standards** is the collective term for parameters which define the condition in which the road assets are required to be maintained and other requirements regarding safety and quality of works to be complied with by the Contractor.

**Road Maintenance Works and Activities to be carried out by Contractor shall include:**

Maintenance of the road incident management specified in the BOQ and executing other items of road maintenance works as ordered by the Engineer.

#### **Rectification Standard**

The Contractor shall maintain the Specific parts of the road aspects as specified in BOQ or as ordered by Engineer in charge and ensure road users safety and comfort. The maintenance activities shall be so planned

that the defects are repaired well before they reach maximum condition as per the permissible tolerance.

**Site** is the area defined as such in the Contract Data, where maintenance works are to be executed.

**Specifications** mean the Specifications of the Maintenance Works including the Road Maintenance Standards as per the Contract.

**Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works.

**Service Level** means the defined condition in which the road assets are to be maintained by the Contractor.

**Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a work under the Contract, which includes part of the agreed scope of works at the Site.

**Temporary Works** are works designed, constructed, installed and removed by the Contractor or that are needed for Works and Activities.

**Time for Completion** means the duration for completing the execution of maintenance works and passing the tests on completion of the Works or any Section or part there of as stated in the Contract Data or as extended by the Engineer by issuing an Extension of Time after the approval from the Employer.

**Variation** is an instruction given by the Engineer in writing which varies the scope of Maintenance Works.

**Work Order** is an order issued by the Engineer to the Contractor for execution of certain works, specifying the time limits which may be in variance with the approved programme or in variation to the scope of work depending upon the site requirement.

## **2. Interpretation**

**2.1** In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract Unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

**2.2** If part completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any part of the Works (other than references to the Completion Date and Intended Completion Date for the whole of Works).

**2.3** The following documents shall be deemed to form and be read and construed as part of the Contract. In case any ambiguity or discrepancy is noted, then the Contract shall be interpreted in the following order of priority:

- i) Agreement;
- ii) Notice to Proceed with the Work;
- iii) Letter of Acceptance;
- iv) Contractor's Bid;
- v) Contract Data;
- vi) General Conditions of Contract;
- vii) Road Maintenance Standards and Specifications for Road Maintenance Works, Part I and Part II;

- viii) Priced Bill of Quantities; and
- ix) Any other documents listed in the Contract Data.

### **3. Language and Law**

**3.1** The language of the Contract shall be in English and the law governing the Contract as given in Contract Data.

### **4. Engineer's Decisions**

**4.1** The Employer shall designate and notify to the Contractor in writing the name of the Engineer.

**4.2** Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. The Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

### **5. Delegation**

**5.1** The Engineer, duly informing the Employer, may delegate any of his duties and responsibilities to other people, after notifying the Contractor and may cancel any delegation under intimation to the Contractor.

### **6. Communications**

**6.1** Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered as per Indian Law.

### **7. Sub-Contracting**

**7.1** The Contract or may subcontract any portion of work, **up to a limit specified in Contract Data**, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall neither alter the Contractor's obligations, nor relieve the Contract or from any liability or obligation under the Contract.

**7.2** The Contract or shall not be required to obtain any consent from the Employer for:

- a) The sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
- b) The provision for labour, or labour component;
- c) The purchase of Materials which are in accordance with the standards specified in the Contract.

**7.3** Beyond what has been stated in **Clauses 7.1** and **7.2**, if the Contractor proposes sub-contracting of any part of work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:

- a) The Contract or shall not sub-contract the whole of Works.
- b) The Contractor shall not sub-contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or

obligation under the Contract and he shall be fully responsible for the acts, defaults and neglects of any of his sub-Contractor, his agents or workmen as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

**7.4** The Engineer should satisfy himself before recommending to the Employer whether

- a) The circumstances warrant such sub-contracting; and
- b) The sub-Contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

## **8. Other Contractors**

**8.1** The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification. The Contractor shall cooperate in such situations as well.

**8.2** The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure that there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other Contractors till the completion of Works.

## **9. Personnel and Equipment**

**9.1** The Contractor shall employ the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if the irrelevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data. If the personnel stated in the Contract Data are not deployed on site by the Contractor within **15 days** of issue of notice to proceed with the work, a penalty of **Rs.5000/-** per day per person shall be levied for next 30days, beyond which it shall be treated as a breach of Contract and action will be taken as per **Clause51**.

**9.2** The Contractor shall use the equipment identified in the bid along with competent Operators and adequate stock of spares for smooth operations.

**9.3** If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works under the Contract.

**9.4** The Contractor shall establish, within his own organizational structure, a planning unit, staffed with suitably qualified personnel. The team will be headed by a Project Manager who will be assisted by his representatives, i.e. Site Manager and Manager, Planning. The task of this unit will be:

**9.4.1** To plan, and to verify continuously the degree of compliance by the Contractor with the specified Road Maintenance Standards and report the same to the Engineer in the format acceptable to the Engineer.

**9.4.2** To maintain and update the road condition inventory regularly.

**9.4.3** To assist the Engineer in verification of the compliance.

**9.5** The Contractor's planning unit mentioned under **Sub-clause 9.4** shall report the level of compliance with the required Service Levels in the standard formats acceptable to the Engineer.

## **10. Employer's and Contractor's Risks**

**10.1** The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## **11. Employer's Risks**

**11.1** The Employer is responsible for the expected risks which are (a) in so far as they directly affect the execution of the Maintenance Works and Activities included in the Contract, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic, explosive.

## **12. Contractor's Risks**

**12.1** All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in **Clause 11.1**, are the risks of the Contractor.

## **13. Insurance**

**13.1** The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the completion of defect liability period, in that amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a) Loss of or damage to the Works and Materials
- b) Loss of or damage to Equipment
- c) Loss of or damage to property (except the Works Materials and Equipment) in connection with the Contract
- d) Third Party Liability Insurance
- e) Auto mobile Liability Insurance
- f) Workers' Compensation
- g) Employer's Liability
- h) Other Insurances

**13.2** Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval **before the Start Date**. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

**13.3** If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer had paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due from the Contractor.

**13.4** Alterations to the terms of insurance shall not be made without the approval of the Engineer.

**13.5** Both parties shall comply with any conditions of the insurance policies. The Contractor shall

ensure that wherever applicable, its Sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for works executed by them under the Contract unless such Sub-Contractor(s) is/ are covered by the policies taken out by the Contractor.

#### **14. Site Investigation Reports**

**14.1** The Contractor, in preparing the Bid, may rely at his own risks and liability on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him.

#### **15. Queries about the Contract Data**

**15.1** The authorized representative of the Employer as stated in the Contract data will Clarify queries on the Contract Data.

#### **16. Contract or to Construct the Works**

**16.1** The Contractor's obligations cover the carrying out of all Maintenance Works and Activities as defined in the Contract for keeping the roads in accordance with the Road Maintenance Standards.

The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings.

#### **17. The Works to be completed by the Intended Completion Date**

**17.1** The Contractor may commence execution of the Maintenance Works and Activities on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

#### **18. Approval by the Engineer**

**18.1** The Contractor shall prepare/ propose the Maintenance Manuals as per relevant applicable Standards and Specifications and existing policies/ guidelines/ practices and get the same approved from the Engineer/ Employer.

**18.2** The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with Specifications and drawings.

**18.3** The Contractor shall be responsible for design of Temporary Works.

**18.4** The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

**18.5** The Contractor shall obtain approval of third parties to the design of Temporary Works by Engineer.

**18.6** All Drawings prepared by the Contractor for the execution of temporary or permanent Works, are subject to prior approval by the Engineer before their use.

#### **19. Site Regulations and Safety**

**19.1** The Contractor shall be responsible for the safety of all activities on the Site, including

arrangements for smooth flow of traffic at his own cost as per guidelines of the IRC/ Ministry of Road Transport & Highways. He shall provide proper barricading, diversion boards, etc. He shall be fully responsible for the safety of workers and staff at site and provide safety helmets, reflective jackets and other PPE to the workers, inspecting officers and supervisors.

## **20. Discoveries**

**20.1** Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carryout the Engineer's instructions for dealing with them.

## **21. Possession of the Site**

**21.1** The Employer shall give possession of all parts of the Site to the Contractor on or before the start date of the Contract.

## **22. Access to the Site**

**22.1** The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/ persons/ agency authorized by:

- a) The Engineer
- b) The Employer

## **23. Instructions**

**23.1** The Contractor shall carry out all instructions of the Engineer pertaining to the maintenance works which comply with the applicable laws where the Site is located.

**23.2** The Contractor shall permit the Engineer/ Employer to inspect the Contractor's contemporary records in respect of invoice of bitumen, cement, aggregates and steel, if so desired by the Engineer.

## **24. Procedure for Dispute Resolution**

### **24.1 Arbitration**

The procedure for arbitration will be as follows:

- i) In case of Dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this contract, such disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act, 1996 as amended vide Act of 2015. The Arbitral Tribunal shall consist of sole Arbitrator from the panel of three Arbitrators proposed by the Employer and choice of selecting one given to the Contractor. Contractor shall select one out of the three names of Arbitrators given to him within 30 days failing which the Employer shall nominate the Arbitrator out of the panel of three Arbitrators. In case the Contractor objects to the Arbitrator selected by the Employer, the Employer shall refer selection of Arbitrator to the Indian Roads Congress for nominating the Arbitrator for the dispute and both parties agree that the Arbitrator so selected by IRC shall decide the dispute. Indian Roads Congress shall try to appoint Arbitrator preferably from the state where the project is located or

otherwise from adjoining States.

- ii) Arbitration proceedings shall be held at [Name of Place], India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- iii) The decision of the Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself. The fees and expenses of the Arbitrator shall be shared equally by both the parties.
- iv) Performance under the contract shall continue during the Arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of arbitration proceedings.

## **B. TIME CONTROL**

### **25. Programme**

**25.1** The Contractor shall submit to the Engineer for approval a Programme within period specified in the contract data showing the general methods, arrangements, order, and timing for all the maintenance works and activities.

**25.2** The Engineer may issue the work order in stages specifying the time limit for the same as and when required except the performance-based maintenance items.

**25.3** An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of progress achieved on the timing of the remaining Works, including any changes to the sequence of activities.

**25.4** The Contractor shall submit to the Engineer for approval an updated Programme at intervals. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

**25.5** The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

### **26. Extension of the Intended Completion Date**

**26.1** The Engineer shall extend the Intended Completion Date only after approval of the Employer if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

**26.2** The Engineer, within 14 days of receiving full justification from the Contractor for extension of Intended Completion Date, will refer to the Employer his recommendation. The Employer shall, in not more than 21 days from the date of receipt of Engineer's recommendation, communicate to the Engineer the acceptance or otherwise. The Engineer shall convey the decision of the Employer to the Contractor.

**27. Delays Ordered by the Engineer**

**27.1** The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totaling more than 30 days will require prior written approval of the Employer.

**28. Management Meetings**

**28.1** The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans and progress for the Maintenance Works.

**28.2** The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either during the management meeting or after the management meeting and to be intimated in writing to all those who attended the meeting.

**C. QUALITY CONTROL**

**29. Identifying Defects**

**29.1** The Engineer shall check the Contractor's work and notify the Contractor of any Defects those are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to uncover and test any work that the Engineer considers may have a Defect.

**30. Tests**

**30.1** The Contractor shall setup a field laboratory within period stated in contract data and be solely responsible for:

- a) Carrying out the mandatory tests prescribed in Technical Specifications and
- b) For the correctness of test/ procedures, whether preformed in his laboratory or elsewhere.

**30.2** If the Engineer instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the testing charges and for any number of samples. Otherwise, the Employer shall pay for the testing charges.

**30.3** The Contractor shall carry out all required field test of construction material as per clause 900 of MoRT&H specification. The minimum 10% of total required material testing shall be carried out in Government Testing Laboratory at contractor's cost, which shall be notified by the contractor to the engineer within 20 (twenty) days from the date of commencement. In addition to the minimum 10% of total required testing in Government Testing Laboratory additional 5% material testing shall be carried out in Government approved NABL accredited Testing Laboratory at Contractor's cost. The name of the laboratory shall be notified by the contractor to the engineer within 20 (twenty) days from the date of commencement.

**31. Correction of Defects noticed during the Defects Liability Period**

**31.1** The works carried out shall be of very high standard, requiring no major repairs on the road for

at least, during defects liability period, after the date of completion of works.

**31.2** If any defects including shrinkage, cracks, and other faults appear in the works within the period specified here under after issue of “Taking over” certificate, the Engineer shall give notice to the Contractor of any defects before the end of the Defects Liability Period. The Defects Liability Period shall be extended for as long as the defects remain to be corrected.

**31.3** Every time notice of a defect is given; the Contractor shall correct the notified defect at his own cost within the length of time specified in the Engineer’s notice.

**31.4** **The Defects Liability Period is not Applicable.**

**31.5** If during the Defects Liability Period any defect is found in the design, engineering, materials and workmanship of the Works and Services executed by the Contractor, then the Contractor shall promptly, in consultation and agreement with the Engineer, appropriately remedy such defects at its cost, or repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defects as well as any damage to the Road caused by such defects.

**31.6** The Contractor’s obligations under this Clause 31 shall not apply to:

- a) any material that is supplied by the Employer, and normally consumed in maintenance, or have a normal life shorter than the Defects Liability Period stated here in;
- b) any design, Specification or other data, supplied or specified by or on behalf of the Employer or any matter for which the Contractor has disclaimed responsibility here in;

**31.7** The Employer shall offer the Contractor all reasonable opportunity to inspect the defect(s) Noticed, as well as provide all necessary access to the Facilities and the Site to enable him to perform his obligations under this **Clause31**.

The Contractor may remove from the Site any Plant and Equipment or any part of the Facilities that are defective, if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

## **32. Uncorrected Defects**

**32.1** If the Contractor fails to correct a Defect, to the satisfaction of the Engineer, within the time specified in the Engineer’s notice, the Engineer will assess the cost of having the Defect corrected. The Contractor will pay to the Employer this amount or the Engineer may deduct such amount from any sums due to the Contractor, on correction of the Defect together with **20percent** additional costs as the damages.

**32.2** In case of any non-compliance/delayed compliance of maintenance standards, the damages/reduction in payment shall be applicable as provided under road Maintenance Standards Part –I.

## **D. COST CONTROL**

### **33. Bill of Quantities**

**33.1** The Bill of Quantities shall contain the description of items, units, rates and amount.

**33.2** The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rates given in the Bill of Quantities with accepted/ awarded tender premium for each item for the work executed.

The accepted/ awarded tender premium above/ below the grand total of Project cost as per BOQ shall be applicable for individual item of work to determine payable amount to Contractor subject to contractual provisions.

### **34. Changes in the Quantities**

**34.1** The final quantity of the work done may differ from the quantity given in the Bill of Quantities. The payment shall be made for the quantities executed. Provided that the items for which lump sum rates have been quoted shall not be measured and the payments for such items not exceeding the quoted lump sum amount shall be made to the Contractor subject to meeting the specified maintenance requirements by

the Contractor in accordance with the Agreement. It is agreed, beyond doubt, by the Contractor that no claims shall be entertained by the Engineer/ Employer on account of reduction to any extent, due to budgetary constraints, in quantities of measurable items.

### **35. Variations**

**35.1** The Engineer may order Variations, with the prior approval of the Employer, he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall execute the varied works. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

### **36. Payments for Variations**

**36.1** If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carryout such work at the same rate.

**36.2** If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

**36.3** If the rate for Variation item cannot be determined in the manner specified in **Clause 36.1** or **36.2**, the Contractor shall, within 14days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor and approval from the Employer shall be taken. As far as possible, the rate analysis shall be based on the Standard Data Book and the current Schedule of Rates of the district public works division. The decision of the Employer on the rate so determined shall be final and binding on the Contractor.

### **37. Cash Flow Forecasts**

**37.1** When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

### **38. Payment Certificates**

**38.1** The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.

**38.2** The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contract or after taking in to account any credit or debit for the month in question.

**38.3** The value of work executed shall be determined, based on measurements by the Engineer.

**38.4** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

**38.5** The value of work executed shall also include the valuation of Variations and Compensation Events.

**38.6** The Engineer/ Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of latest information.

**38.7** The final bill shall be submitted by the Contractor within one month of the actual date of completion of the work; otherwise, the Engineer's certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days as far as possible.

### **39. Payments**

**39.1** Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contract or the amounts the Engineer had certified, within 28days of the date of each certificate.

**39.2** The authorized representative of the Employer shall make the payment certified by the Engineer.

**39.3** Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed to be covered by other rates and prices in the Contract.

### **40. Compensation Events**

**40.1** The following shall be Compensation Event unless they are caused by the Contractor:

- a) The Engineer orders a delay or delays exceeding a total of 30days;
- b) The effects on the Contract or of any of the Employer's Risks.

**40.2** If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended after approval of the Employer.

**40.3** The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer/ Employer.

#### **41. Taxes and Currencies for Payments**

**41.1** The **rates quoted** by the Contractor shall be deemed to be exclusive of the GST and inclusive of other levies, duties, royalties, cess, toll, and other taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. The GST shall be reimbursed (if applicable) subject to production of proof of such payment by the contractor (proof should contain name of work).

**41.2** All payments shall be made in Indian Rupees.

#### **42. Security Deposit/ Retention Money**

**42.1** The Employer shall retain security deposit of **5% (Five percent)** of the amount from each payment due to the Contractor until Completion of the whole of the Works.

**42.2** The security deposit/retention money and the performance security will be released to the Contractor when the Defects Liability Period is over, and the Engineer has certified that the Defects, if any, notified by the Engineer to the Contractor before the end of this period have been corrected.

**42.3** If the Contractor so desires, then the Security Deposit/ retention money can be released on submission of unconditional Bank Guarantee at the following two stages: -

- a) At a point after the progress of work in financial term (gross value of work done) has reached 50% of the contract amount
- b) After the retention money has been deducted to the full value (5% of the contract amount).

#### **43. Liquidated Damages**

**43.1** The Contractor shall pay liquidated damages to the Employer at the rate or part there of stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

Both the parties expressly agree that the liquidated damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damages likely to be suffered and incurred by the Employer and the Employer is entitled to receive the same and are not by way of penalty.

**43.2** If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting in the next payment certificate. The contractor shall not be paid interest on the over payment of liquidated damages.

#### **44. Advance Payment**

**44.1** The Employer will make an interest-bearing advance payment to the Contractor against

provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts equal to the advance payment up to 10% of Contract Price. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The Contractor shall take the above advance before 2<sup>nd</sup> running bill and if the contractor delays seeking the advance, the same is not payable.

**44.2** The Contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

**44.3** The advance payment shall be repaid with interest @ SBI PLR applicable on the date of release of Mobilisation advance, by deducting from payments otherwise due to the Contractor. The Mobilisation advance will be recovered from third running bill upto 8<sup>th</sup> running bill in six equal installments and the interest will be recovered from 9<sup>th</sup> bill. In any case, the mobilisation advance with interest must be recovered within ten months from the date of agreement. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, Compensation Events, or Liquidated Damages.

**45. Performance Security (The performance security & addl. performance security shall be in the form of a e-Bank Guarantee only as prescribed in Section IV of RFP)**

**45.1** Subject to further condition in Contract Data, the Performance Security equal to **Three percent** of the Contract Price shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a prescribed bank. The Performance Security shall be valid until a date 28days after the expiry of Defects Liability Period. The validity shall account for additional 3 months' time to account for BG verification, signing of contract and start date.

For unbalanced bids, an additional performance security shall be provided to the employer for an amount calculated as under:

(a) If the Bid Price offered by the Selected Bidder is lower than 20% of the estimated project cost/cost put to the Additional Performance Security shall be calculated @ 20% of the difference in the (aa) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (bb) the Bid Price offered by the selected Bidder.

(b) Maximum limit of additional performance security shall be limited to 5% of the Bid Price offered by the selected Bidder.

(c) This "Additional Performance Security" shall be treated as part of performance security.

**46. Cost of Repairs**

**46.1** Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied/ rectified by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

## **E. FINISHING THE CONTRACT**

### **47. Completion**

**47.1** The Contractor shall request the Engineer to issue a certificate of Completion of the Works, and the Engineer will do so upon deciding that the Works are completed.

### **48. Taking Over**

**48.1** The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion.

### **49. Final Account**

**50.** The Contractor shall supply to the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 28 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 28days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28days of receiving the Contractor's revised account Operation and Maintenance Manual

**50.1** If "as built" Drawings and/ or operation and maintenance manuals are required relating to construction work carried out, the Contractor shall supply them within 28days from the date of issue of certificate of completion.

**50.2** If the Contractor does not supply the Drawings and/ or manuals by the stipulated date or they do not receive the Engineer approval, the Engineer shall withhold the amount equal to Rs.5 lakh from payments due to the Contractor.

### **51. Termination**

**51.1** The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

**51.2** Fundamental breaches of Contract include, but shall not be limited to, the following:

#### **A) Fundamental Breaches by the Contractor**

- a) the Contractor stops work or grossly neglects Routine Maintenance Works and Services for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer/ Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to remedy the defect and correct it within the period of time determined by the Engineer;

- d) the Contractor does not maintain a Security Deposit as per clause;
- e) the Contractor has delayed the completion of Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in **Clause 43**;
- f) the aggregate liability of the Contractor to the Employer, exceeds the total amount specified in the Contract Data, provided that this limitation shall not apply to the cost of repairing or replacing defective works and equipment;
- g) the Contractor fails to provide insurance cover as required under **Clause 13**;
- h) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practices as defined in **Clause 34** of the Instructions to Bidders in competing for or in executing the Contract;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;
- j) if the Contractor does not deploy any of the personnel stated in Contract Data within 45 days of issue of notice to proceed;
- k) The Contractor violates the provisions of Child Labour (Prohibition & Regulation) Act, 1986;
- l) Any other fundamental breaches as specified in the contract data.

**51.3** Without prejudice to any other right or remedies which the Employer may have under this contract upon occurrence of a Contractor's fundamental breach of contract, the Employer shall be entitled to terminate this contract by issuing a Termination Notice to the Contractor or provided that before issuing the Termination Notice, the Employer shall by a Notice inform the Contractor of its intention to issue such Termination Notice and grant 15 days to the Contractor to make a presentation and may after the expiry of such 15 days, whether or not it is in receipt of such representation issue the Termination Notice.

**51.4** Notwithstanding the above, the Employer may terminate the Contract for convenience.

**51.5** If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

## **52. Payment upon Termination**

**52.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of work done and Materials ordered less advance payments received up to the date of issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer and Employer may recover the same from Performance Bank Guarantee.

**52.2** If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of work done, and a pre-determined amount specified in the contract data to cover the reasonable cost of removal of Equipment and repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

**53. Property**

**53.1** All Materials on Site, Plant, Equipment, Temporary Works and Works shall be deemed to be the property of the Employer for use for completing balance work if the Contract is terminated because of the Contractor's default.

**54. Release from Performance**

**54.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

**F. OTHER CONDITIONS OF CONTRACT**

**55. Labour**

**55.1** The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport; and for compliance of various labour laws/ regulations.

**55.2** The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on Site and such other information as the Engineer may require.

**55.3** The Contractor's personnel including equipment operators shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove or cause to be removed any person employed on the site or the works, including the Contractor's representative, if applicable, who

- a) Persists in any misconduct or Lack of care;
- b) Carries out duties incompetently or negligently;
- c) Falls to conform with any provision of the contract;
- d) Persists in any conduct which is prejudicial to safety, health or protection of the environment. If appropriate, the contractor shall then appoint or cause to be appointed a suitable replacement person

**56. Compliance with Labour Regulations**

**56.1** During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, byelaws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. (Salient features of some of the major labour laws that are applicable to construction industry are given in Addendum to General Conditions of Contract.) The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in

the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor, the Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

In no case shall the employees of the Contractor and the Sub-Contractor be treated as the employees of the Employer at any point of time.

**57. Drawings and Photographs of the Works**

**57.1** The Contractor shall do **photography/video photography of the site firstly before the start of work, secondly mid-way in the execution of different stages of work and lastly after the completion of each item of work.** No separate payment will be made to the contractor for this.

**57.2** The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under **Clause57.1**, shall be taken or permitted by the Contract or to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

**58. The Apprentices Act, 1961**

**58.1** The Contractor shall duly comply with the provisions of the Apprentices Act, 1961 (Ill of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

**59. FORECLOSURE:**

The scope of the Instant Work shall be reduced or if deemed necessary, the Work Contract may be foreclosed, as soon as the Authority notifies the same to the Contractor. Intimation for such reduction of scope/foreclosure shall be made 7 days prior to the expected Foreclosure Date. Further, such reduction in scope/foreclosure shall be binding upon to the Contractor, without any additional financial implication.

## CONTRACT DATA

Items marked “N/A” do not apply in this Contract.1.1

1. The Employers is [C1.1. of ITB]  
**National Highways and Infrastructure Development Corporation Ltd.**  
**1<sup>st</sup> and 2<sup>nd</sup> Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi-110029,**  
Name of authorized Representative  
  
**Executive Director (Projects)**  
**Regional Office - Siliguri (West Bengal)**  
**National Highway & Infrastructure Development Corporation Ltd.**  
**Unit 402, Quantum Building, Parivahan Nagar, P.O & P.S. Matigara, Pin Code 734 010.**  
Email: [edp-siliguri@nhidcl.com](mailto:edp-siliguri@nhidcl.com)
2. **Engineer:** [C1.1. of GCC]  
**Designation: DGM(P),**  
**PMU Siliguri, NHIDCL.**
3. **The Intended Completion Date for the whole of the Works is [12 months from Start Date]** [Cl. 1.1, 17 & 26 of GCC]
4. The location of site is given in the Bid notice [Sr. No.1 of NIT]
5. The Start Date shall be within 15 days for the date of issue of the Notice to proceed with the work. [C1.1. of GCC]
6. (a)The name and identification number of the Contract is “Hiring of Machinery for Clearance of Landslides and Miscellaneous works from km 0 to km 26 on NH-10 (Sevoke-Rangpo section) in the State of West Bengal on percentage Rate Basis during the FY 2025-2026” [C1.1.1 of ITB]

7. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1ofGCC]  
 (b)The language of the Contract documents is English [Cl.3.1ofGCC]
8. The limit of subcontracting is **NIL** of initial contract price [Cl.7.1ofGCC]
9. Schedule of other Contractor-**NIL** [Cl.8.1ofGCC]
10. Technical Personnel are as given in the ITB [Cl.9.1of GCC]

S. No.	Personnel	Qualification	Particular Experience (minimum requirement)	No. of Persons
1	Project Manager	B.E./ B. Tech /AMIE in Civil Engineering + 5 yrs. of exp.	3 years on highway constructions/ maintenance work of NH/SH	1
2	Site Engineer cum Surveyor cum Quantity Surveyor	B.E./ B. Tech /AMIE in Civil Engineering + 3 yrs. of exp. Or Diploma (Civil) + 5 yrs. of exp.	3 years on highway constructions/ maintenance work of NH/SH	2
3	Incident cum Road Property Manager cum Route Operation Manager	Graduate from a recognized University	3 years on Highway Property Management and Maintenance	1
<b>Total</b>				4
The contractor shall engage adequate skilled workmen suitable for the works.				

11. Amount for insurance are: [Cl.13.1 of GCC]  
 a) Rupees equivalent to Contract Price.  
 b) Rupees equivalent to 5% of Contract Price.  
 c) Rupees equivalent to 5% of Contract Price  
 d) Rupees 20 lac for multiple incidents.  
 The said insurance shall include all liabilities as per **Clause13.1** and shall be deductible as per premium rate.
12. Site Investigation Report-NIL [Cl14.1 of GCC]
13. The period for submission of the programme for approval of Engineer shall be 30days from the issue of Letter of Commencement. [Cl.25.1 of GCC]
14. Amount to be withheld for delays in submission of updated programme: 1% of value of work corresponding to the updated programme. [Cl. 25.4 of GCC].
15. The period for setting up a field laboratory with the prescribed equipment Relevant to items of work in BOQ is 30 days from the date of notice to start work

**[Cl.30.1of GCC]**

16 The Defect Liability Period will be as per Cl. 31.4 of Section-5 of GCC. **[Cl.31of GCC]**

17.

a. Amount of liquidated damages for delay incompletion of works	0.1percent of the remaining value of contract to be executed, rounded off to the nearest thousand, per day with the minimum of Rs.10000/-per day
b. Maximum limit of liquidated damages for delay incompletion of work.	10 percent of the Initial Contract Price rounded off to the nearest thousand <b>[Clause.43 of GCC]</b>

18. The standard form of Performance Security acceptable to the Employer shall be an Unconditional Bank Guarantee of the type as specified in the Bidding Documents.

**[Cl.45.1 of GCC]**

19. The percentage to apply to the value of work not completed representing the Employer's additional cost for completing the work shall be 20percent. The Performance Security shall also be forfeited if the Contract is terminated because of a fundamental breach of Contract by the Contractor.

**[Cl.52.1 of GCC]**

20. The reasonable cost of removal of equipment and repatriation of the Contractor's personnel employed solely on the works in the event of termination of the contract at the Employer's convenience or because of a fundamental breach of contract by the Employer is to be treated as [-----] Lakh.

**[Cl.52.2 of GCC]**

**SECTION 6**

**ADDENDUM TO GENERAL CONDITIONS OF CONTRACT**

## SECTION 6

### ADDENDUM TO GENERAL CONDITIONS OF CONTRACT

#### SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORKS.

- a) **Workmen Compensation Act, 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act; 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions if an employee has completed the prescribed minimum years (five years) of service or more or on death the rate of prescribed minimum days' (15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (10) or more employees.
- c) **Employee's P.F. and Miscellaneous Provision Act 1952:** The Act provides for monthly contributions by the Employer plus workers at the prescribed rate (10percent or 8.33percent). The benefits payable under the Act are:
  - i) Pension or family pension on retirement or death as the case may be.
  - ii) Deposit linked insurance on the death in harness of the worker.
  - iii) Payment of P.F. accumulation on retirement/ death etc.
- d) **Maternity Benefit Act, 1961:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act, 1970:** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ minimum prescribed (20 or more) numbers of contract labour.
- f) **Minimum Wages Act, 1948:** The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- g) **Payment of Wages Act, 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of workers.
- h) **Equal Remuneration Act, 1979:** The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act, 1965:** The Act is applicable to all establishments employing minimum prescribed (say, 20 or more) number of workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the

prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

- j) **Industrial Disputes Act, 1947:** The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act, 1946:** It is applicable to all establishments employing minimum prescribed number of persons (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade Unions Act, 1926:** The Act lays down the procedure for registration of trade unions of workmen and employees. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act, 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act, 1979:** The Act is applicable to an establishment which employs minimum prescribed number of labour (say, five or more) inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in an establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home upto the establishment and back etc.
- o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employ the minimum prescribed (say, 10 or more) number of workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2 percent of the cost of construction as may be notified by the Government. As per current notification, one percent of the cost of construction is payable by the Employer of the establishment. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near to the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act, 1948:** The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the minimum prescribed number of persons (say, 10 persons or more) with aid of power or another minimum prescribed number of persons (say, 20 or more persons) without the aid of power engaged in manufacturing process.

**SECTION -7**

**ROAD MAINTENANCE STANDARDS AND SPECIFICATIONS FOR ROAD  
MAINTENANCE WORKS, PART-I AND PART-II**

## **SECTION-7**

### **ROAD MAINTENANCE STANDARDS AND SPECIFICATIONS FOR ROAD MAINTENANCE WORKS, PART-I AND PART-II & SCOPE OF WORK**

#### **PREAMBLE:**

The Technical Specifications contained herein shall be read in conjunction with the other Bidding Documents as specified.

#### **GENERAL REQUIREMENTS**

The Technical Specifications in accordance with which the entire work described hereinafter shall be executed and completed by the Contractor shall comprise of the following:

#### **PART – I – GENERAL TECHNICAL SPECIFICATIONS**

The General Technical Specifications shall be the “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS” (FIFTH REVISION, April 2013) issued by the Ministry of Road Transport & Highways, Government of India and published by the Indian Roads Congress, hereinafter referred to as MORT&H Specifications and relevant applicable IRC Codes.

#### **PART – II – SUPPLEMENTARY TECHNICAL SPECIFICATIONS**

The Supplementary Technical Specifications shall comprise of various Amendments/ Modifications/ Additions to the ‘SPECIFICATIONS FOR ROAD AND BRIDGE WORKS’ referred to in PART-I above and Additional Specifications for particular item of works not already covered in Part-I.

A particular clause or a part there of in “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS” (FIFTH REVISION, April 2013), referred in Part-I above, where Amended/ Modified/ Added upon and incorporated in Part-II, referred to above, the Amendment/ Modification/ Addition supersedes the relevant clause or part of the clause.

When an Amended/ Modified/ Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded clause shall be deemed to refer to the Amended/ Modified/ Added Clause or part thereof.

In so far Amended/ Modified/ Added Clause may come in conflict or be inconsistent with any of the provisions of the MORTH Specifications under reference, the Amended/ Modified/ Added clause and the additional specifications shall always prevail.

In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and specifications of IRC and BIS in that order, Where even these are silent, the construction and completion of the works shall conform to sound engineering practice as approved by the Engineer and, in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final and binding on the Contractor.

The Authority/Client shall get the 3<sup>rd</sup>party quality audit of bituminous work from any.

Carbon foot prints shall be evaluated during the execution of project. If approved by the Employer, the environment friendly machinery like Infrared Recycling Road Maintenance as approved by CRR/ IRC/ MoRTH shall be got deployed.

**Scope of Work:**

- **Road maintenance**– Repairing of potholes.
- **Inspections Road Maintenance**

The Contractor shall be required to perform all road maintenance activities along the project roads.

The Contractor shall be required to submit Maintenance Report for each component of the works.

The Contractor shall be required to utilize mechanized equipment and methods to perform these obligations.

All maintenance activities shall be carried out in accordance with relevant specifications and IRC codes prescribed in the contract. The requisite quality control tests as per specifications and codes are to be carried out by the Contractor at his cost as per directions of the Engineer.

Routine road maintenance means planned works and activities required to ensure public safety, repair small defects and to maintain the road in the required condition. Adhoc maintenance means carrying out of unscheduled maintenance occasioned by irregular events such as accidents, natural calamities, abnormal weather conditions and the like.

The routine and adhoc Road Maintenance shall include, amongst others, activities such as:

- Repairing Local Potholes

**Inspection**

Full and complete inspection of the highway section shall be under taken at appropriate intervals as mentioned in this section & section VIII (Implementation Manual & Maintenance Intervention Levels). The Contractor shall provide appropriate testing equipment for qualitative inspections, such as reflectivity meters, straight edges and the like.

**Daily followed by weekly and monthly Inspections**

Items to be inspected daily on regular basis followed by weekly and monthly inspections shall include:

- Potholes
- Cracking & Patches
- Rutting
- Cleaning of carriageway/ service road/ footpath
- Maintenance of plantation
- Incident management service
- Other routine maintenance activities.

## Repairs

Repairs arising out of the inspections shall be carried out by the Contractor after a joint assessment with the Engineer and approval of NHAI.

## PERFORMANCE STANDARDS

### PERFORMANCE STANDARDS FOR MAINTENANCE:

The performance standards define the level at which the proposed facility is to be maintained and operated.

### Road Maintenance: (As per MOST Specifications)

SN	Serviceability Indicator	Required Maintenance Level	Permissible time limit for defect rectification	Frequency of Inspections by the contractor to ensure required
1.	Potholes/km (max. Numbers)	5nos. in a stretch of 5 km.	Two days	Daily on regular basis followed by weekly & monthly inspections
2.	Cracking & patch (max. Permissible)	5.0percent of road surface in a stretch of 1km.	Seven days	-do -
3.	Rutting (20mm), max. Permissible limit	1.0percent in a stretch of 1km (measured with 3 m straight edge.)	Three days	-do -

### Maintenance standard for treatment & repair of potholes

i. The work shall consist of repair to pot holes of avg. depth 50mm BC conforming to the MoRTH 5<sup>th</sup> revision clause No.503, 504 & 3004.2 properly compacted to the requirements of these specifications.

### Materials

- i. **Bituminous Material:** The bitumen shall be straight run bitumen of a suitable grade conforming to IS73. The actual grade of bitumen to be used shall be decided by the Engineer in-charge.
- ii. **Aggregates:** The aggregates should conform to requirements as per MOST clause 504.2.2

### Methods, Tools & Equipment

- i. The boundary of the pot hole to be repaired shall be marked using a string line and crayon
- ii. Affected area shall be cut in regular section, shape and to depth not less than 25mm, either with jack hammer or hand tools like chisel, pick axes etc. The edge shall be cut vertically down upto the level where the lower layer is suitable without any loose material.
- iii. Safety devices and signs are placed as per MOST clause no.112 in the working zone
- iv. The surface shall be swept clean of dirt, dust and loose materials. Water and soft

material must be removed from the affected area using gunny / jute bags.

- v. Bituminous tack coat on the area and vertical surfaces shall be applied conforming to MOST specification clause 503 using bitumen @3 kg / 10 sqm area
- vi. (a) Shallow Potholes (depth <75mm)  
The excavation shall be filled up with bituminous material conforming to MOST clause no. 504 laid in layers not exceeding 50mm each well compacted with plate compactor / road roller.
- (b) Deep Potholes (depth >75 mm)  
The excavation shall be firstly filled up with filling pot holes with BC conforming to clause and in layer/ layers each not exceeding 75mm thickness, duly compacted upto \25mm below the existing road surface. The top 25mm shall be filled up with bituminous material conforming to MOST clause 504 well compacted using plate compactor / road roller.
- vii. Surface should be sealed as directed by Engineer.
- viii. Any loose material left around the area shall be broomed off.
- ix. The finished surface shall be checked for level with straight edge in case of edge breaking and patching for pothole shall be checked in both directions
- x. Traffic shall be opened on the surface after it has cured sufficiently

### **Measurements for Payment**

The work shall be measured in cum as per the depth of pothole.

### **Rate**

The contract unit rate for treatment for this work shall mean payment in full for carrying out all the required operation explained above including full compensation for

- a. Setting out and providing safety devices and signs placed in work area as per MoRTH clause no.112
- b. Furnishing all materials to be incorporated in the work including all royalties, fees, taxes, rents where necessary and all leads and lifts.
- c. All labour, materials, tools equipment, safety measures, testing and incidental necessary to complete the work to specifications.

- **Maintenance Standards for Other BOQ Items**

- i) **Maintenance standards for cleaning, clearing and repairing roadside open unlined/lined/covered drains and cross drainage works**

- i) The work shall consist of cleaning, clearing, deepening and reshaping of roadside drains and making shallow lateral drains on shoulders to drain out the rain water/ surface water effectively from bituminous surface as well as from roadside berms.

- ii) Disposal of sediments, extraneous debris or vegetation growth, blocking flow.
  - iii) Safety devices and signs shall be placed as per MoRTH Specifications for Road and Bridge Works (5th Revision) Clause No. 112.
  - iv) The excavated material shall be disposed off as directed by Engineer-in-charge with all leads and lifts.
  - v) The drain slopes and sides shall be dressed up to original flow line and cross section.
- ii) Maintenance standards for “carrying out cleaning, removing of dust/silt/thrash from carriageway.**
- i) However, width of carriageway to be kept clean as per BOQ provision is up to ROW, it includes;
    - a) Total width of carriageway (LHS + RHS) including median width.
    - b) Width of service roads (LHS + RHS) wherever service roads are in existence.
    - c) Width of all structures such as flyovers, major bridges, minor bridges, culverts, subways, etc.
  - ii) For cleaning of carriageway, the Contractor shall deploy mechanical broomer with tractor. Contractor shall maintain log book of this mechanical broomer and submit the Xerox of this along with statement of work done.
- iii) Maintenance standards for “Removal of rank vegetation/weeds from shoulders and embankment slopes.**
- i. The contractor shall keep the shoulders, embankment slopes upto right of way (RoW) on both sides complete in all respects.
  - ii. The work shall include breaking of clods, rough dressing and disposal of waste and vegetation outside RoW as per directions of the Engineer.
  - iii. The contractor shall maintain separate signed muster rolls of deployed labours & supervisors and log books of tractors. The muster rolls and log books shall be made available for inspection. Xerox copy of log books and muster rolls shall be submitted along with statement of work done by the contractor.
  - iv. If a contractor fails to keep the specified area without weeds, unwanted vegetation, debris (as per provision of BOQ), a penalty of Rs. 500/km/incidence shall be imposed. The Engineer’s decision in this context is binding on the Contractor.
- iv) Maintenance standards for routine maintenance of road signs and delineators**
- i) The work shall consist of washing of signs, delineators, removal of posters etc. and repair to supporting structures with repainting.
  - ii) The road signs and delineators should be thoroughly washed using a detergent solution followed by a lean rinse and whole face of the sign shall be dried.
  - iii) Defects in supporting structures like bullet holes, surface marks or bent posts shall be repaired with appropriate tools.
  - iv) Damaged area shall be cleaned and loose/flaking paint shall be removed. Bullet holes shall be filled with filler and supporting structures shall be painted with first quality enamel paint in two or more coats.

## **SPECIFICATIONS FOR ROAD MAINTENANCE WORKS**

### **1. General**

**1.1** All materials, works and construction operations shall conform to the requirements laid down in the “Specifications for Road and Bridge Works” (5<sup>th</sup> Revision), Ministry of Road Transport and Highways, Published by Indian Roads Congress (IRC), New Delhi; IRC:82 “Code of Practice for Maintenance of Bituminous Surfaces on Highways” and IRC:SP:83 Guidelines for Maintenance, Repairs and Rehabilitation of Cement Concrete Pavements” wherever applicable. Where the Specification for a work is not given, sound engineering practice shall be adopted to the satisfaction of the Engineer. “Specifications for Road and Bridge Works, Ministry of Road Transport and Highways” (5<sup>th</sup> Revision) is hereinafter referred to as MoRTH Specifications.

### **2 Arrangement for Traffic during Construction**

**2.1** The Contractor shall take all necessary measures and make arrangements for the safety during construction in accordance with the requirements of Clause 112 of MoRTH Specifications. He shall provide, erect and maintain all such barricades, signs, markings, flags, lights as required or directed by the Engineer for safety of traffic passing through the section under repairs/improvement.

**2.2** All maintenance works on the road shall be carried out in a manner which would cause least interference to the traffic. In stretches where resurfacing or riding quality improvement works are to be taken up, the Contractor during execution of work shall provide and maintain proper passage for traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper Specifications shall be constructed by the Contractor at his cost. The Contractor shall take prior approval of the Engineer regarding traffic arrangements during construction.

**2.3** All arrangements for traffic during construction shall be considered as incidental to the work and shall be Contractor’s responsibility. The Engineer shall determine the penalty to be imposed on the Contractor for deficiency in compliance to the requirement.

### **3 Quality Control**

**3.1** Quality control on materials and workmanship is the primary responsibility of the Contractor. Quality control shall be exercised in accordance with the Quality Plan approved by the Engineer. The Engineer may, during and after construction test the quality of materials and work in order to verify conformance with the prescribed Specifications.

**3.2** An attempt shall be made to attend to defects like potholes, undulations, rutting, bleeding, linear and alligator cracks and eroded edges etc. at an initial stage itself. Thermal bonded patches of regular rectangular shapes without bump or sump shall preferably be adopted.

### **4 Specifications for Routine Maintenance**

Before any work is started, signs, barriers, etc. shall be placed and necessary arrangements made for ensuring safety of traffic and workers in the work zone, as described in Clause 2 of this Section. Preparation of the surface prior to application of any treatment, shall be carried out in accordance with the relevant Clauses of MoRTH Specifications. After completion of the work, the site shall be left cleaned and tidy. No stockpiles of material shall be left on the road.

### **5 Repair and Maintenance works related to Rigid Pavements**

All repair and maintenance works related to Rigid Pavements shall be carried out following IRC: SP:83 (Guidelines for Maintenance, Repairs & Rehabilitation of Cement Concrete Pavements).

**SECTION – 8**

**IMPLEMENTATION MANUAL &  
MAINTENANCE INTERVENTION LEVEL**

## **SECTION- 8**

### **IMPLEMENTATION MANUAL & MAINTENANCE INTERVENTION LEVEL**

#### **Introduction**

Maintenance & Rehabilitation work of highway through one agency is the work of typical nature, which shall continue up to the expiry of base period specified in the contract (excluding defect liability period). These works need attention, efficiency, continuous monitoring and responsive management. This implementation manual spells out detailed guide-lines for implementing the maintenance programme successfully, defining the various activities to be accomplished by the Employer and the Contractor.

This package includes routine, periodic, recurrent and urgent maintenance activities to repair highway surface, shoulders, roadside, drainage facilities, CD work, signs, markings and inspection facilities. The works of different nature at scattered locations within specified time frame need to be performed conforming to specifications and standards in order to keep carriageway in perfect condition.

#### **Maintenance Procedures**

The complete maintenance programme shall be spread over the initial base period of three months. There are eight significant procedural areas:

- Maintenance Programme Planning
- Resource Estimation
- Identification of Priorities
- Work Scheduling
- Work Management
- Work Control and Quality Assurance
- Payment Procedures
- Records & Documentation

#### **Maintenance Programme Planning**

The maintenance programme planning shall be in two stages

- a.. First Stage: Within 28 days of issuance of Letter of Commencement by the Employer. Contractor & Engineer shall identify the activities of Routine Maintenance, which shall have to be taken up immediately who check the further deterioration of paved and unpaved surface of carriageway separately. To identify these activities formal field inspection shall be carried out by technical staff of Contractor & Engineer. A management meeting shall then be called within 7 (seven) days of inspection to scrutinize the identified works and then these works shall be quantified. Engineer shall then issue indent to contractor for execution of these works specifying quantity to be executed at different locations, amount of works calculated on the basis of the unit rates quoted by contractor and date of completion. This part of work shall certainly be commenced not later than stipulated date of commencement.

- b. Finalization of yearly maintenance programme: This activity shall begin with the stipulated date of commencement. The various steps proposed to be taken under this are as under:
- i. to carry out present state inspection of entire stretch of High way by Contractor & Engineer.
  - ii. To identify defects as per various available engineering characteristics of road & measurement of all defects in each sub-section (length of subsection shall be 200m) based on representative measurements for 25m length in each sub section. The extent of defects shall be recorded in forms finalized in consultation with authority for paved road, unpaved road and structure/furniture. All Defects with its extent shall be assessed in terms of length & area of the subsection, mentioning chainage (locations) in order to have exact estimate of work.
  - iii. A comprehensive documentation shall be prepared separately by Engineer and Contractor mentioning their assessment of various types of defects in each km of road.
  - iv. Management meetings shall be called within 15 days of inspection to finalize and then to quantify the defects after comparison of measured condition of road and maintenance intervention levels set out in this Section on commonly acceptable basis. This shall be followed by identification of particular maintenance work proposed to be carried out at site to make good the defects noted above, out of various alternatives available in BOQ.

### **Resource Estimation**

The Engineer shall work out the early requirement of funds based on unit prices rates quoted by Contractor and quantities of various items proposed to be executed. A tentative programme shall be drawn on the basis of resources available with the contractor at different times of maintenance period including available establishment, equipment and labour availability with him. Cash flow available with the contract or shall also be basic input to determine proposed maintenance programme.

### **Deleted**

### **Work Scheduling**

The maintenance and rehabilitation work of road is of unpredictable nature so quantities shown against each item or work are only representative. It is expected that they would be consumed during the entire base period of works but employer would not be responsible to pay any compensation etc. in case there is variation to any extent in quantity of actual execution of particular item of work with respect to representative quantity shown in BOQ for that particular work.

Scrutinized work proposals shall be negotiated by the Engineer with Contractor for quantity and time to complete those particular activities and accordingly they shall be classified into two groups:

Group –I: Works of short duration of completion (up to 2 months)

Group –II: Works of larger duration of Completion (more than 2 months)

For works under Group I, quarterly indents shall be issued and for works classified under Group2, bi-annual indents shall be issued by the Engineer. These indents shall mean to identify, quantity the various works which contractor is expected to execute on his unit rates quoted by him at specified locations within the time period as signed in the indents. Each indent shall be treated as part of the work for which contractor has submitted Bids. The terms & conditions applicable in bid document shall also be applicable to these indented works.

In case of urgency requiring immediate actions to remove road blockade, to construct temporary diversion or urgent preventive measures to reduce extent of expected damages or to make precautionary arrangements to handle emergencies, Engineer shall issue interim indents for such works/ arrangements to be complied with by the contractor in responsible manner without loss of time.

The price of any such work which are not covered with items mentioned in price bid, the rates and prices in the contract shall be used as the basis for valuation of reasonable rates, failing which after due consultation by the Engineer with the Employer and the Contractor; suitable rates or prices shall be decided by the Engineer with the approval of Employer.

### **Work Management**

The success of Contract maintenance system lies with good work management. The contractor shall draw activities which shall be accomplished by in house crew and portion of the work to be accomplished with sub-contractors.

For execution of maintenance works at scattered locations contractor should adopt concept of “MOBILE MAINTENANCE UNITS”. The basic ingredients of “MOBILE MAINTENANCE UNITS” have been explained as under.

## **MOBILE MAINTENANCE UNIT**

### **1 Introduction**

For improvement of efficiency, the system of Mobile Road Gangs has been found very much cost effective in long run, particularly on heavily trafficked corridors/ Highways.

### **2 Requirement**

The bidder shall make necessary arrangements, if necessary, for keeping mobile maintenance units. For every 100 km section of National Highways at least one such unit will be required.

#### **2 Typical features of Mobile Maintenance Unit**

##### **Tools & Plant**

- 1 Mini Hot Mix Plant
- 2 Air compressor
- 3 Bitumen boiler
- 4 Mechanical sprayer
- 5 Walk behind roller
- 6 Plate compactor

##### **Labour and Skilled Operators**

Skilled operators

- Driver
- Operator Mini Plant
- Mechanic
- Operator (walk behind roller)

##### **Semi-Skilled /Unskilled labour**

- Mate/ Incharge
- Labour for feeding
- Labour bitumen boiler
- Labour pneumatic tools and sweeping
- Labour for grass cutting, embankment correction, mix unloading and spreading
- Painter

The system of quarterly reports such as budget reports, resources utilization report, quality control and status of base maintenance programme (planned versus actual) has to be generated in order to evaluate working of contract maintenance system and to work out up gradation / modification required in the programme. The modification to finalized maintenance programme can be made with mutual consent of both the contractor and engineer to derive best results.

The contractor can also consider introducing communication system (like mobile, etc). on the Highway for better and efficient management of site.

## **Work Control & Quality Assurance**

The Engineer shall adopt random sampling procedures to ensure quality control. Engineer shall carry out in-process inspections and end product inspections to collect sample sand shall carry out testing in order to determine the degree of adherence to the maintenance standards of delivered or constructed material. Any testing / checking of works by Engineer shall not absolve the contractor from his responsibility to execute works strictly in accordance of MOST / IRC /IS specifications or laid down standards in bid document.

A quality control laboratory equipped with all instruments required to perform tests as indicated in MOST/ IRC/ IS specifications at frequency mentioned therein shall have to be provided by the contractor. Contractor shall ensure that testing of all material delivered or constructed is regularly carried out by his filed staff as per standard norms and results of these tests are recorded in specified manner and made available to Engineer whenever required by him. The contractor shall provide the QC laboratory, as incidental to work and no separate payment shall be made for this item. The QC lab shall also be made available to Engineer for conducting tests of his own.

In-process inspections shall be carried out by the Engineer to witness and/or to verify the quality/quantity of work, when activity is in process with aim to judge justification of payment. Engineer shall carry out end product inspections after completion of the activity to provide satisfactory evidence about acceptability of the contractor's work.

The results of in process inspections, end product inspections and quality control tests shall form basis of acceptance of completed works and issuance of Non-Conformance Report (NCR). Items of Works or unit of material or the end product do not meet the specifications/ standards shall be identified by "Non-Conformance-Report" and can become basis of rejection of work on establishing the authorized disposition.

Non-Conformance Report: Defective or uncompleted work shall not be paid. Such work shall also be notified to the Contractor within 10 days of submission of bill through non-conformance report (NCR). The NCR shall clearly identify the item of work that is non-conforming either to specification or to a specific requirement in the contract document. Once NCR is identified, it shall be evaluated and of the dispositions would be established.

- a. "Do" Identifies the work which has not been done at all at site within specified time limit. An NCR issued with "Do" disposition for the work should immediately be undertaken by contractor.
- b. "Re-Do" Identified the work that is non-conforming of all quality aspects. Such works be totally removed & redone.
- c. "Re-work" Requires part of particular item identified in this category be reworked to bring it to the quality required.
- d. "Use-as-is" Applied where Engineer accepts work "as-is" notwithstanding the fact that it does not exactly conform to the contract requirements. This work shall be accepted only for agreed reduced rates with respect to unit rates quoted in financial bid by the contractor otherwise shall be re-classified under disposition "Do" or "Re-Do".

### **Payment Procedures**

The contractor shall submit to the Engineer after the end of each month bill in two copies, each signed by authorized contractor's representative in standard format, showing the amounts to which, the contractor considered himself to be entitled upto the end of the month. These bills should be prepared each indent wise.

- The Engineer after scrutiny of the bills shall certify and recommend the payments for completed accepted works within 14 days of presentation of bill to him to the employer subject to deductions as per bid documents.
- The employer shall pay the amount due to the Contractor under certificate and recommendations by the Engineer with in 28days after it has been delivered to the Employer.

### **Records & Documentation**

The results of all inspections shall be documented. The test results containing documentary evidence of activities and data relevant to the quality of work and performance of the contractor shall also be documented. The field daily to be filled by Site Engineer of Contractor shall be a basic form of documentation. The activities to be entered in daily dairy are

- The description of day's activities, number and type of crew on job, equipment on job weather and temperature
- Any measurement made to determine pay quantities
- Daily summary of material issued in the job
- A record of significant conversations with and direction given to the contractor
- A record of bottle necks with the progress or execution of the work
- A record of material testing in lab
- Details of visit by officials

The Contractor shall carryout road roughness measurement as directed by Engineer for the entire stretch at the end of the pavement maintenance and shall submit the complete record to NHAI. There shall not be any separate payment on account of this. The payment pertaining to this shall be deemed to be included in the items of works.

### **MAINTENANCE INTERVENTION LEVELS**

Following criteria shall be adopted by the Engineer while indenting the works.

<b>Sr. No.</b>	<b>Defects</b>	<b>Criteria/ Extent (% of sub section length)</b>	<b>Treatment/Action</b>	<b>Type of maintenance</b>
6	Carriage way & Crust			

6.1	Stripping	a. <25 sqm.	Local sealing	Routine
		b.>25 sqm.	II <sup>nd</sup> coat surface dressing	Periodic
6.2	Rutting	a. depth of ruts <50mm		
		i. Crack <10 mm	Seal the crack with slurry	Routine
		ii. crack >10 mm	Surface dressing & fill ruts with bituminous mix	Recurrent
		b. depth of ruts>50 mm		
		i. Crack <10 mm	Seal the cracks with slurry and fill ruts with bituminous mix	Routine
		ii. crack >10 mm	Surface coat surface dressing over cracked area to be followed by overlay	Periodic/ Special attention
6.3	Pot holes	a. <20 mm	Patch repair to pot holes	Recurrent
		b.>20 mm	Patch repair to pot holes & Check dressing of crust for strengthening if reqd.	Recurrent / Special Attention
6.4	Bleeding	a. <25 sqm	Spread and rollover 6mm size heated aggregates	Routine
		b.>25 sqm	Apply surface dressing	Periodic
6.5	Cracks	a. <25 sqm	Local sealing of cracks	Routine
		b.>25 sqm	Local sealing followed by renewal	Periodic
6.6	Hungry surface	Any	Apply, slurry seal or fog seal	Recurrent
6.7	Corrugations	-----	Cutting of high spots and filling of low spots with existing surfacing material and seal the surface	Recurrent
6.8	Shoving	-----	Remove the material upto	Recurrent

			firm base and relay stable mix	
6.9	Shallow depressions	-----	Repair the depression with pre-mixed material	Recurrent
6.10	Settlements & upheaval	a. <20 sqm	Remove the weak /defective fill up to base & redo.	Recurrent
		b.>20 sqm	i. Remove the weak /defective fill upto base & redo  ii. Strengthen the crust by providing additional layers	Periodic
6.11	Edge breaking & steps	a. <25 mm	Cut affected area and patch repair to road edge; with repair to unpaved shoulders also	Recurrent
		b.>25 mm	Reconstruct shoulders and repair to carriage way edge also	Periodic

**SECTION-9**

**FINANCIAL BID FORM AND BILL OF QUANTITIES**

SECTION-9

FINANCIAL BID FORM AND BILL OF QUANTITIES

FINANCIAL BID FORM (TO BE FILLED IN BOQ ONLY)

To

(Authorized Representative of Employer)

DESCRIPTION OF WORKS: BID FOR (Name of work)

Reference letter

No..... Dear Sir,

Having examined the site of works and Bid Documents, comprising Instructions to Bidders, Scope of Works, Conditions of Contract, Technical Specifications, Bill of Quantities and schedules for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy any defects therein in conformity with the said bid documents at tender premium as quoted in the Financial Bid.

1. We undertake, if our Bid is accepted, to commence the work within fifteen (15) days of receipt of the order to commence, and to complete and deliver the sections and whole of the works comprised in the contract within the period stated in the bid here to.
2. If our Bid is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee to be jointly and severally bound on us, in accordance with the Conditions of Contract.
3. We agree to abide by this Bid for a period of One Hundred twenty (120) days from the last date fixed for Bid Submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. We confirm our agreement to treat the Bid document and other records connected with the works as secret and confidential documents and shall not communicate information contained there into any person other than the person authorized by the Employer or use such information in any manner prejudicial to the safety and integrity of the works.
5. Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reasons thereof.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized\*\*

To Sign Bid for and on behalf of

\_\_\_\_\_

(in block capital letters)

Address: \_\_\_\_\_ Signature of Witness \_\_\_\_\_ Name of

witness \_\_\_\_\_ Address of witness \_\_\_\_\_

**DESCRIPTION OF WORKS: FINANCIAL BID**

S.No.	Description	Amount
1	Grand Total of BOQ	Rs.....(Incl. _____18% GST) (Rupees- ..... only)

I/ We here by agree to execute the above work on the tender

(i) — At par of the Grand of the Project Cost as given above

(ii) — At Premium  
[Figures/words] \_\_\_\_\_ % above on the Grand of the Project —  
Cost as given above.

(iii) — At discount  
[Figures/words] \_\_\_\_\_ % below on the Grand of the Project —  
Cost as given above

**\*IF FILLED IN TECHNICAL BID, BIDDER SHALL BE DISQUALIFIED**

## BILL OF QUANTITIES

### 1. Preamble

i) The Bill of Quantities (BOQ) shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Road Maintenance Standards and Specifications for Road Maintenance Works.

ii) The quantities given in the Bill of Quantities are estimated quantities. The basis of payment will be actual quantities of items of work carried out and valued at the rates tendered in the BOQ along with accepted/awarded tender premium. The accepted/ awarded tender premium above/below the grand total of the project cost shall be applicable for individual items of work to determine payable amount to Contractor for work done subject to other contractual provisions. Any variation shall be dealt with as per contract provisions.

iii) The rates and prices tendered in the BOQ shall include all equipment, tools, spares, labour, supervision, overheads, consumables, materials, erection, maintenance, testing of input material delivered, profit, taxes and duties together with general risks, liabilities and obligations set out and implied in the contract and other incidentals to comply with the requirements of Standards and Specifications.

iv) The rates and prices shall be quoted entirely in Indian Currency.

v) Deleted

vi) The whole cost of complying with the provisions of the contract shall be included in the items provided in the priced Bill of Quantities and where no rates are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.

vii) The contractor shall keep the entire carriageway neat and clean throughout the contract period. The contractor shall maintain guard rails, railings, crash barriers, road furniture etc. in good condition by cleaning them frequently as advised / required by using suitable detergents/chemicals.

- The staff of the contractor shall wear safety jackets, shoes, helmets etc. while on duty and any violation will attract a fine of Rs. 5,000/- for each incident.

- Failure to erect safety signage or trying to carry out the works without proper precautions/safety measures as required will attract a fine of Rs.5,000/- for each incident.

viii) General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. Reference to the relevant sections of the bidding document shall be made before entering rates or prices against each item in the Bill of Quantities.

ix) The Contractor shall submit at least once in two months video recording of condition of the Project Highway with special emphasis on performance-based items.

x) A rate or price shall be entered as a single rate as Tender Premium % above/below on the rate/amount in the BOQ

(As per BOQ uploaded online on the Portal, Online Submission only)

**BILL OF QUANTITIES**

Tender Inviting Authority: Executive Director (P) NHIDCL RO Siliguri

Name of Work: "Hiring of Machinery for Clearance of Landslides and Miscellaneous works from km 0 to km 26 on NH-10 (Sevoke-Rangpo section) in the State of West Bengal on percentage Rate Basis during the FY 2025-2026."

Contract Number: - NHIDCL/PMU-SILIGURI/NH-10/Machinery/0-26 km/2025-26

Sl. No	Description of item	Unit	Total Quantity	Rate (in Rs)
<b>1</b>	Providing and supplying following equipments including driver, labour, loading/unloading arrangements, fuel lubricants and attachment for maintenance work when required as per the instruction of the Engineer. (Inclusive of Idle Charges)			
<b>1.01</b>	Hydraulic Excavator of 0.9 Cum bucket and rock breaker attachment Hydraulic Excavator 210 with rock breaker arrangement @ avq 6 days/week (3 No.s)	Per Day	489.00	5,778.79
<b>1.02</b>	Front end Loader 1 Cum bucket Capacity@ avq 6 days/week (3 No.s)	Per Day	489.00	4,708.35
<b>1.03</b>	Tipper / trucks - 10 cum capacity@ av 6 days/week (3 No.s)	Per Day	489.00	2,614.45
<b>2</b>	Charges of fuel & lubricants etc on as per actual working hours of each machinery engaged.			
<b>2.01</b>	Hydraulic Excavator of 0.9 Cum bucket and rock breaker attachment (including fuel). Hydraulic Excavator 210 with rock breaker arrangement @ avq 6 hrs/ day	Hour	2934.00	2,203.43
<b>2.02</b>	Front End Loader 1 Cum bucket Capacity (including fuel) Front end Loader @ av 7 hrs /day	Hour	3423.00	1,873.82
<b>2.03</b>	Tipper-10Cum (including fuel). Tipper / trucks - 10cum capacity@ av 6 hrs/ day	Hour	2934.00	609.79
<b>3.0</b>	<b>Clearing Grass and Removal of Rubbish:</b> By Manual Means Clearing grass and removal of rubbish up to a distance of 50 metres outside the periphery of the area. (Reference to MoRT&H's specification clause 201) <b>4 time, as and when required.</b> For, Both Side of the Road,	Ha	15.60	21,667.83
<b>4.0</b>	<b>Removal of earth from the choked hill side drain</b> and disposing it on the valley side manually as per the requirement of MORT&H's specification cl.3000. <b>3 time, as and when required.</b>	Rm -	39000.00	49.01
<b>5.0</b>	<b>Cleaning of Culvert (Box +pipe)</b>			
<b>5.1</b>	Cleaning box type culverts and pipe culverts including clearing, cleaning and reshaping of upstream and downstream faces of these culverts with in right of way. The job includes disposal of excess material recovered from site including vegetation outside ROW with all leads and lifts complete in all respect as per direction of Engineer in charge (Frequency of cleaning will be two times in a year before and after monsoon)	Nos -	35.00	5,556.60

Sl. No	Description of item	Unit	Total Quantity	Rate (in Rs)
5.2	Cleaning slab type culverts and pipe culverts including clearing, cleaning and reshaping of upstream and downstream faces of these culverts with in right of way. The job includes disposal of excess material recovered from site including vegetation outside ROW with all leads and lifts complete in all respect as per direction of Engineer in charge (Frequency of cleaning will be two times in a year before and after monsoon)	Nos	48.00	5,556.60
6	<b>Scraping of moss, blisters</b>			
6.1	Scraping of moss, blisters etc thoroughly from exterior surface of walls necessitating the use of scraper, wire brush etc. (Payment against this item will be made only when this has been done on the specific direction of the Engineer-in-charge)	Sqm	23400.00	7.07
7	<b>White washing</b>			
7.1	White washing including cleaning and smoothening surface thoroughly. (b) Two coats (to be done on specific instruction).	Sqm	23400.00	22.35
8	<b>Painting Two Coats on New Concrete Surfaces</b> Painting two coats, after filling the surface & applying a sealing primer, with synthetic enamel paint in all shades on new plastered concrete surfaces as per MORT7H's specification 803.6.2.(Reference to MORT&H's specification 803)	Sqm	5674.00	42.77
9	<b>Incident Management</b>			
9.1	Tow Away Crane : Removing all types of broken down vehicles which have been met with accidents from the carriage way and toeing the same to proper locations i.e. nearest Police stations or some suitable location by using 15 tonne or of more capacity pick and carry crane, as per latest policy Guideline of NHAI on incident management services. Payment will be made as per VTS report and other required document as decided by Engineer.	Per Month	12	60,000
9.2	Patrol vehicle :-Providing, running and maintaining route petrol vehicle as per latest policy Guideline of NHAI on incident management services. It also includes removal of dead animals laying on Highway and burying them at proper safe location out of ROW. It will be incidental to this work. Payment will be made as per VTS report and other required document as decided by Engineer.	Per Month	12	1,00,000
9.3	Ambulance :-Supply and providing Ambulance for 24 hours to provide emergency service to rescue and health assistance by transporting to nearest District hospital including deployment of driver and all incidental charges, taxes and maintenance etc	Per Month	12	40,000