



**National Highways & Infrastructure Development Corporation Limited
(Ministry of Road Transport & Highways,
Govt. of India)**

**Construction of North East Regional Office of National Highways &
Infrastructure Development Corporation Limited at Guwahati, Assam.**

Request for Proposal

December, 2019

3rd Floor, PTI Building, 4, Parliament Street, New Delhi – 110 001

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DISCLAIMER

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

This RFP document is not an agreement, is not an offer or invitation to any other party. The purpose of this RFP document is to provide shortlisted parties with information to assist the formulation of their bid. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information in RFP.

The information is provided on the basis that it is non – binding on National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), Delhi, or any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), Delhi, reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting the Bid.

While NHIDCL have taken due care in the preparation of the information contained herein and believe it to be accurate neither National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), Delhi, nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

No reimbursement of cost of any type will be paid to persons or entities submitting their Bid.

DEFINITIONS

“Engineer - in - charge / Engineer” means person/ agency appointed by the NHIDCL.

“Employer” means NHIDCL

“NHIDCL” means NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

“Project” means “Construction of North East Regional Office of NHIDCL at Guwahati, Assam on Item rate basis.

“Site” means the place where the buildings and associated infrastructures are to be constructed.

“Bid” or **“Bids”** shall mean the offer submitted by a Bidder in accordance with this document for the above project.

“Bidder/ Contractor” means a firm that has submitted its Bid or Bids for the Project.

“Completion Date” is the date of completion of the Works as certified by the Engineer.

“Contract” is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works.

“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 Works has been accepted by the Employer.

“Contractor's Bid” is the completed upon the online submission of the Bid and subsequent submission of documents to be submitted in the physical form as required under the ITB.

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

SECTION - I

SECTION - I
REQUEST FOR PROPOSAL (RFP)

**NATIONAL HIGHWAYS & INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITED**

(Ministry of Road Transport & Highways, Government of India)
3rd Floor, PTI Building, 4 Parliament Street, New Delhi, 110001

GOVERNMENT OF INDIA NHIDCL

Notice Inviting Bid (National Competitive Bidding through e-Tendering mode only)

RFP for “Construction of North East Regional Office of National Highways & Infrastructure Development Corporation Ltd. at Guwahati, Assam.

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. of India (hereinafter called “the Employer”) hereby invites item rate bids on two bid systems through e-tendering for the following work from experienced firms/organizations excluding those firms who have been declared as non-performing by MoRTH/NHAI/MoSHIP/NHIDCL or the firms those are blacklisted/debarred for specified period by MoRTH/NHAI/MoSHIP/NHIDCL and against whom such action is under process by MoRTH/ NHAI/MoSHIP/NHIDCL

The NHIDCL represented by Managing Director now invites bids from eligible contractors for the following project:

Name of Work	Contract No./ e tender no.	Estimated Cost (Rs. in Crores) (incl. of all taxes including GST)	Time of Completion
Construction of North East Regional Office of NHIDCL at Guwahati, Assam.		35.91	18 Months

2. Cost of Bid Documents (Non-Refundable): Rs. 10,000/-

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

Bid Security (Rs.)	Average Annual Turnover during last 5 financial years (Rs. in Crores)	Work of Similar Nature during last 5 years.
Rs. 71,82,000/-	14.36	<p>One work of Rs. 28.73 Crore (80% of estimated cost) (or)</p> <p>Two works of Rs. 21.55 Crore each (60% of estimated cost) (or)</p> <p>Three works of Rs. 14.36 Crore each (40% of estimated cost)</p> <p>(Definition of “similar work”: The bidder should have completed Work of non-residential building (office/institutional /hotel/ commercial / hospital/ hostel), under a single order in the preceding 5 years, reckoned from the due date of submission of the bid.)</p>

4. The scope of work:

The Scope of Work is as per Bill of Quantities for the subject work.

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

6. The detailed tender document can be viewed from the website www.eprocure.gov.in & www.nhidcl.com from 23.12.2019 to 06.02.2020 upto 15:00 Hrs. "NHIDCL and e-procure portal is to be used through computer having Window Operating System only"

7. To participate for the bidding, bidders have to pay non-refundable document fee of Rs. 10,000/- in the form of DD drawn on any schedule bank in India in favour of **"Managing Director, National Highways & Infrastructure Development Corporation Ltd."** payable at New Delhi.

8. Bid should be submitted online in the prescribed format given in the website. No other mode of submission is acceptable.

9. The Amendments/clarifications to the bid document if any will be hosted on the above website only.

10. For any clarification, the following office may be contacted:

Rajeev Sood ,
General Manager (Technical)
 National Highway & Infrastructure Development Corporation Ltd.
 PTI Building, 3rd Floor,
 4, Parliament Street, New Delhi-110001
 Ph. 011-2346 1621
 Email: gm5@nhidcl.com

11. Conditional bids would be rejected.

12. NHIDCL reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

13. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Bid Document /NIT Publishing Date	23.12.2019 (1500 hrs)
Bid Document Download / Start Date	23.12.2019 (1500 hrs)
Clarification Start Date (Pre bid queries)	24.12.2019 (1500 hrs)
Clarification End Date (Last date for receipt of pre bid query)	17.01.2020 (1100 hrs)
Pre bid meeting	17.01.2020 (1500 hrs)
Authority's response to pre bid queries latest by	22.01.2020 (1500 hrs)
Bid Submission Start Date	23.01.2020 (1700 hrs)
Bid submission End Date (online & physical Copy)	06.02.2020 (1500 hrs)
Opening Date of Technical Bids	07.02.2020 (1500 hrs)
Date of uploading of list of Technically Qualified Applicants	To be intimated later
Date of Opening of Financial Bids of Qualified Applicants	To be intimated later

(Rajeev Sood),
General Manager (Technical)
NHIDCL, 3rd Floor, PTI building 4, Parliament Street,
New Delhi-110001
Ph. 011-2346 1621
Email: gm5@nhidcl.com

SECTION - II

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 The National Highways & Infrastructure Development Corporation Ltd (NHIDCL) hereinafter called "The Employer "invites short term bids for the work **"Construction of North East Regional Office of NHIDCL at Guwahati, Assam."** The work is to be executed on item rate basis as laid down in the Master Plan, Concept plans, Design Brief Report and tender drawings including Operation & Maintenance of building/services after completion and handing over in phases and up to the expiry of the defect liability period of complete project.

The scope of work shall also include **Civil work** for stilt + 6 storied building. **Services** i/c Water Supply, Sanitary, Sewerage, Storm water drainage **PH work** i/c Plumbing, STP Plant etc. **Lift work** i/c 2 Nos of 15 passengers lifts etc. **Interior work** i/c Ceiling, partitions, panelling, wall covering and miscellaneous items etc. **Electrical works** i/c external lighting, transformer, cable earthing etc. **Miscellaneous work** i/c HVAC work, CCTV, Fire detection & PA System and Music System, Air Conditioning work etc. **Fire-Fighting works etc.** including Wet Riser System, pumps, panels etc. **Boundary wall work etc.** i/c Boundary wall, Road works & Parking etc. **Horticulture work** i/c planting of lawn, trees, shrubs etc.

Maintenance during defect liability period including & preparation of all detailed working drawings, obtaining approval from all local authorities, electrical inspector, water, sewer, drainage, electricity connection from local bodies, permission / approval for tree replantation etc. to be executed as integral part of the project. As NHIDCL aims at getting IGBC 3-Star rating for the building, prospective bidders are required to provide adequate documentation & all other requirements relevant to enable NHIDCL in achieving these objectives as referred above. The following are the salient features of the Works :

- a. Foundations & other works like underground water tank.
- b. Super structure
- c. Water proofing treatment works
- d. UPVC door and windows, Aluminium partition etc.
- e. GRC Wall cladding work, White Sandstone façade work, Structural glazing work and Aluminium composite panelling work,
- f. Lifts
- g. Internal and External Water supply, Sewerage, Storm water drainage
- h. Infrastructure Development i.e. Roads, Parking, Pathways etc.
- i. Electrical Installation (Internal & External)
- j. Fire Fighting System
- k. HT & LT Installation, Substation, DG Sets l. HVAC & BMS
- m. Entry/Exit gates with Security cabins, Compound walls
- n. Fire Alarm, PA, CCTV, EPABX/Telephone, LAN Systems etc.

- o. STP
- p. Solar PV& Solar Street Light
- q. Signage
- r. Landscape & Horticulture Works, Hard Landscaping in Courtyards, Avenues & roundabouts etc.
- s. Air conditioning work.

1.2 The successful bidder will complete the contract works in **18 months period** commencing on 10th day of issue of Letter to proceed or the date of handing over of the site whichever is later.

Throughout these bidding documents, the terms “bid “and “tender “and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

1.3 Detailed scope of work is as per BOQ for the subject work.

1.4 Total Site area – 3965 sqm.(Approx.)

2. Source of Funds

The expenditure on this project will be met by National Highways & Infrastructure Development Corporation Ltd. (NHIDCL).

3. Eligible Bidders

- I. List of Similar Projects completed during last 5 years along with copy of the Work Orders, Client’s Completion Certificate, etc. (at least one work of 80% of the estimated cost (or) 2 works of 60% of the estimated cost each (or) 3 works of 40% of the estimated cost each, each work completed during the last 5 years). The original work order and Client’s Completion Certificate shall be produced if demanded during the evaluation of technical bid.
- II. Audited Balance Sheet and Profit & Loss Account Report of last 5 financial Years (ending FY 2018-19).
- III. Permanent Account Number (PAN).
- IV. GST Registration details.
- V. The minimum required number and experience of the proposed staff to be deployed for subject work.

S. No	Position	Minimum Qualification	Experience in years	Total Numbers
1	Project Manager – Team leader	BE/B.Tech, Civil	20 or more (and having experience of one similar nature work)	1
2	Deputy Project Manager	BE/B.Tech, Civil	12 or more (and having experience of one similar nature work)	1
3	Project Site Engineer (Electrical and Civil)	Graduate or Diploma in respective field	5 or 10 respectively	1 + 1
4	Project Planning quality/billing Engineer	Graduate or Diploma (Civil)	2 or 5 respectively	1 + 1

Note – The CV's of the above staff duly signed with proof of their education shall be submitted (scanned images shall be submitted on e-portal).

Notes :-

1. Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.
2. Diploma holder with minimum 10 years relevant experience with a reputed construction company can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

This Invitation for Bids is open to all bidders meeting the qualification requirements prescribed in this document.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent Practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

4.1 NHIDCL has to finalize its purchase/contracts within a limited time schedule. Therefore, it may not be feasible for NHIDCL to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to NHIDCL's terms, conditions and

bid evaluation criteria of the tender. Bids not complying with NHIDCL's requirement may be rejected without seeking any clarification.

All bidders shall furnish the following information and documents with their bids in Section-III, Qualification Information.

a) Scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business; scanned copy of written Power of Attorney of the signatory of the Bid to commit the Bidder; & original copy of Written Power of Attorney to be submitted in the envelop of physical form. (Pl. refer Clause 12 of ITB).

b) Scanned copy of experience certificate of works of similar nature for each of the last five financial years (commencing from year 2014-15) as mentioned in Cl. 3 (I).

c) 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 five financial years;

d) 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;

A. To qualify for award of the contract, each bidder in its name should have the following ;

(a) Achieved an average annual financial turnover equal to 40% of total estimated cost the amount indicated in NIT during last five financial years (ending financial year 2018-19), duly certified by Chartered Accountant.

(b) Satisfactorily completed, as a prime contractor (or as a nominated subcontractor provided further that all other qualification criteria are satisfied) similar works during last five years (i.e. during the period commencing from the year 2014-15) are satisfied.

Definition of "similar work": The bidder should have completed Work of non-residential building (office/institutional /hotel/ commercial / hospital/ hostel), under a single order in the preceding 5 years, reckoned from the due date of submission of the bid.

B (a) Each bidder must upload the scanned copies of following documents along with the Submission of online bidding:

- (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- III.

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

(b) 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 of the qualification requirements; 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 MoRTH/NHIDCL/NHAI/MoSHIP work etc.

(iii) Tampered the bid document in any manner.

4.2 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 :

$$\text{Assessed Available Bid capacity} = (A * N * 2 - B)$$

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to price level of the year indicated in Appendix) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next years (period of completion of the works for which bids are invited)

Note : The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be counter signed by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

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

- Made misleading or false representations in the forms, statements and

attachments submitted in proof of the qualification requirements; and/or

- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and / or
- Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One Bid per Bidder

(a) Each Bidder shall submit only one Bid for each package. A Bidder who submits more than one Bid for the same work, will be disqualified. The Bidder can, however, submit bids for more than one package if meeting the qualifying criteria.

6. Cost of Bidding

(a) 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

(a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

(b) Contractor has to obtain all kind of permits, and all kinds of Permissions from Concerned Authorities related with the execution of work. The costs of visiting the Site shall be at the Bidder's own expense. Further, Water Supply arrangement, Electric Supply arrangement has to be made by the bidder.

8. Content of Bidding Documents

The set of bidding documents comprises the documents listed below and **Corrigendum (if any) issued.**

Volume-I :-

1. Notice Inviting Tender
2. Instructions to Bidders & Appendix to Bid
3. Qualification Information
4. Forms of Bank Guarantee, Agreement & LOA
5. Conditions of Contract & Contract Data
6. Scope of Work
7. Technical Specifications

8. Any other document listed in the Contract Data.

Volume-II :-

9. Bill of Quantities (Should be filed in the prescribed format uploaded on e-portal)

The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, specifications, bill of quantities, etc. in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

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-mail at the Employer's address within the time frame indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification within the time frame indicated in the Notice Inviting Tender. Copies of the Employer's response will be hosted on website or which are required in the opinion of the Employer, including a description of the enquiry, but without identifying its source.

9.2 Pre-bid meeting

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in clause 8 which may become necessary as a result of pre-bid meeting 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.

9.2.5 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 NHIDCL website and e-tendering portal. Bidders are advised to keep them-self updated of all the addendums issued on e- tendering portal by daily checking the e-tendering portal and, NHIDCL does not assume any responsibility in case the bidder fails to do so and does not take any action, if required, with respect any relevant addendum.

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.

Part-I- This shall be named Technical Bid and shall comprise of information submitted in Section-III.

Part-II - It shall be named Financial Bid and shall comprise of Priced Bill of Quantities (The financial bid shall be submitted online only).

Documents to be submitted in physical form must reach the NHIDCL by 15:00 Hrs on Bid Due Date.

Though, the scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal of NHIDCL, as per clause 12 above, however, following original documents in physical form shall be submitted in a sealed envelope by 15:00 Hrs on the date of submission of bid and addressed to the addressee given in the NIT duly super scribed "Name of Work, Contract number, Bid due date and time". Name and address of the bidder should also be indicated on the envelope.

- a) Copy of Acknowledgement for Tender Submission and EMD/Bid Security
- b) Bid Document Fee (Cost of Bid Document)
- c) Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid
- d) Affidavit duly notarized (as per the format provided in Section III)
- e) Original experience certificate or Notarized copy of certificate duly signed by authorized signatory.

f) Undertakings mentioned in Section III (Qualification Information) of this document (duly notarized).

The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
1.	Notice Inviting Tender
2.	Instruction to the bidders
3.	Conditions of Contract
4.	Contract Data
5.	Scope of work (BoQ)
6.	Technical Specifications

13. Bid Prices

13.1 The Contract shall be for the whole Works, as described in Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

13.2 The bidder shall quote bid prices on appropriate format enclosed as part of tender document on e-tender portal of NHIDCL. The items for which no rate or price is entered by the Bidder will be required to be executed free of cost and shall be deemed covered under the other rates and prices in the Bill of Quantities quoted.

13.3 The Price quoted by the Bidder shall be considered inclusive of all taxes including GST.

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. Extra cost towards escalation shall be payable as per clause 10CC of GCC.

14. Currencies of Bid and Payment

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. 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 herein-under. 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 or by cable. 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 herein-under in all respects.

16. Bid Security

16.1 The Bidder shall furnish, as part of the Bid, Bid Security in form of DD, for the amount as specified in the Appendix to ITB. The Bid Security shall be in favour of **Managing Director, National Highways & Infrastructure Development Corporation Ltd**, payable at New Delhi as indicated in Appendix to ITB.

16.2 Any bid not accompanied by an acceptable bid security as mentioned above shall be rejected by the Employer as non-responsive.

16.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1 or award of contract package, whichever is earlier.

16.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.5 The Bid Security will be forfeited:

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) Sign the Agreement; and/or
 - (ii) Furnish the required Performance Security.
 - (iii) Commence the work after signing the Agreement within 10 days.

17. Alternative Proposals by Bidders

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 the bid will be declared non-responsive.

18. Format and Signing of Bid

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

18.2 The documents to be submitted in the physical form alongwith the Bid security (DD) 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 overwriting, 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 alongwith the stamp by the person or persons signing the Bid.

Further, the bids submitted in Physical Form must be hard bound and page numbered.

D. Submission of Bids

19. Marking of Bids

The documents to be submitted in physical form as per clause 12 of ITB shall be submitted in a sealed Envelope super scribed as “Documents in Physical Form” at the top left corner. In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in Online form shall prevail over the documents submitted in Physical form.

Further, the bids submitted in Physical Form must be hard bound and page numbered.

20. Deadline for Submission of Bids

20.1 The Bidder shall ensure that the complete e-Bid is uploaded on NHIDCL e-tender portal on or before the Bid Due Date before the time specified in NIT/e-portal “NHIDCL e-procure portal is to be used through computer having Window Operating System only”. The Bidder is further required to submit Documents in Physical Form on or before the Bid Due Date and before the time of submission as specified in Clause 12 of ITB, at the following address: -

Rajeev Sood

General Manager (Technical)

National Highways & Infrastructure Development Corporation Ltd

PTI Building, 3rd Floor,

4, Parliament Street,

New Delhi-110001

Ph. 011-23461621

Email: gm5@nhidcl.com

20.2 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.

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

20.4 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 Document in Physical Form:

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 above 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/time shall be permitted in e tendering portal System. Time being displayed on our e-Tendering Portal shall be final and binding on bidder and bids have to be submitted by bidders considering this time only and not the time as per their location/country.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received (except those received late) shall be opened on the date and time mentioned in Notice Inviting Tender (NIT). '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.

23.2 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.

23.3 In all cases, the amount of Bid Security, 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.

23.4 The Employer will prepare Minutes of the Bid opening, including the information disclosed to those present.

(i) The bids accompanied with valid bid security, bid document fee, Tender Processing fee will be taken up for evaluation with respect to the information Furnished in Part I of the Qualification Information and other bid.

(ii) 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, 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 meeting 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 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, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

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. Clarification of Bids and Contacting the Employer

25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

25.2 No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

25.3 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 of ITB;
- (b) the required documents in physical form submitted by the bidder as well as 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. priced bill of quantities, technical specifications etc.

27. Evaluation and Comparison of Financial Bids

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

27.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's/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. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 herein-under be increased and an additional performance security of 05 (five) percent may be obtained at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

27.3 A bid, which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

28. Price Preference

There will be no price preference to any bidder.

F. Award of Contract

29. The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Bid Price, provided that such Bidder has been determined to be:

- (a) Eligible in accordance with the provisions of Clause 3, and
- (b) Qualified in accordance with the provisions of Clause 4

30. **Employer's Right to Accept any Bid and to Reject any or all Bids**
Notwithstanding Clause 30, 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 thereby 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 cable, telex 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, by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the Contract Price").

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

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 by the successful Bidder of the Performance Security, 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 shall deliver to the Employer a Performance Security of **05 (five) percent of the Contract Price, valid for the period of 60 days after the expiry of defect liability period of 12 (twelve) months** plus additional security for unbalanced Bids, valid till completion of the work.

32.2 The performance security shall be in the form of a Bank Guarantee in the name of the Employer, from a Bank as applicable in case of bid security defined in Appendix to ITB.

32.3 Failure of the successful bidder to comply with the requirement of sub-clause 32.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

32.4 The successful bidder to whom 'LOA' has been issued is required to sign the agreement at Employer's Office within 15 days of issue of LOA.

33. Advance Payment - Applicable as per RFP

34. Corrupt or Fraudulent Practices

34.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways & Infrastructure Development Corporation Ltd./MoRTH/NHAI/MoSHIP/ and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

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

35. Warranty and Support

The Warranty shall be :

1. On-site, comprehensive and back-to-back from OEM for a period of 6 months from the date of acceptance/installation of products or as recorded in MB.
2. Advanced replacement of hardware
3. Software updates and upgrades at no cost to MoRTH
4. L2 support from OEM
5. On-site support from bidder for day to day operational issues as and when arises.

Appendix to ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Instructions to Bidders:

Clause Ref [1.1]

The Employer is “Managing Director, National Highways & Infrastructure Development Corporation Ltd., PTI Building, 3rd Floor, 4, Parliament Street, New Delhi – 110001

Clause Ref [4.2]

Price level of the financial year : 2018 - 19.

Clause Ref: (16)

The amount of Bid Security for the package shall be as indicated below and must be in **the form of DD** in favour of “**Managing Director, National Highways & Infrastructure Development Corporation Ltd**” payable at New Delhi.

Bid Security: Rs. 71,82,000/-

Demand Draft should be from any scheduled Indian Bank or a foreign Bank located in India/and approved by the Reserve Bank of India (RBI).

Bid Security may be issued by the following banks.

- 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. Export Import bank of India.
- vi. Any RBI approved scheduled commercial bank having net worth of more than Rs. 500 Crore as per 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 operation shall only be taken into account and acceptable to Employer.

The acceptance of the Guarantee 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.
- ii. The Bid Security issued by a cooperative Bank shall not be accepted.

SECTION - III

SECTION III

QUALIFICATION INFORMATION (To be filled by Bidder)

The information to be filled in by the Bidder in this section & document submitted in physical form will be used for the purposes of post qualification as provided for in Clause 4, Section II of the "Instructions to Bidders". This information will not be incorporated in the Contract.

LETTER OF TRANSMITTAL
(to be taken on the letter head of the bidder)

Ref:

Date:

To

Managing Director, NHIDCL

National Highway & Infrastructure Development Corporation Ltd.

PTI Building, 3rd Floor, Parliament Street

New Delhi-110001

Subject: : "Construction of North East Regional Office of NHIDCL at Guwahati, Assam."

Sir,

Having examined the details given in Press-Notice and bid document for the above work, I / we hereby submit the relevant information.

- 1) I / We hereby certify that all the statements made and information supplied in the enclosed forms A to G and accompanying statement are true and correct.
- 2) I / We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- 3) I / We submit the requisite certified solvency certificate and authorize the General Manager (T), NHIDCL, to approach the Bank issuing the solvency certificate to confirm the correctness thereof, I/we also authorize General Manager (T), NHIDCL, to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- 4) I / We propose the following works in support of our suitability, technical know- how and capability for having successfully completed the similar works. These works shall be considered for evaluation of our technical suitability.

Sr No	Name of Work	Name of Owner	Value of the work	Date of Start	Date of Completion
1					
2					
3					

The work orders & completion certificates of the above works are enclosed.

Enclosures:

Signature of bidder [s]

Seal of bidder

Date of submission

FORM "A"

Financial Information

- 1) Financial Analysis – Details to be furnished duly supported by figures in balance sheet / profit & loss Account for the last five years duly certified by the Chartered Accountant, as submitted by the bidder to the Income Tax Department [Copies to be attached].

Particulars	Financial Year				
	2014-15	2015-16	2016-17	2017-18	2018-19
i) Gross Annual turnover on Construction work					
ii) Profit / Loss (please specify)					

- 2) Financial arrangements for carrying out the proposed work.

--

- 3) Solvency Certificate from Bankers of bidder in the prescribed “Form B”.

Signature of Chartered Accountant/Statutory Auditor with seal

Signature of Bidder [s]

Postal Address of Chartered Accountant/Statutory Auditor

FORM "B"

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s. / Shri.
_____ having marginally noted address, a customer of our bank are
/ is respectable and can be treated as good for any engagement up to a limit of
Rs..... [Rupees
_____]

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

[Signature] For the Bank

NOTE

- 1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- 2) In case of partnership firm, certificate should include name of all partners as recorded with the Bank.

FORM "C"

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF SUBMISSION OF TENDER

S. No.	Name of Work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/arbitration cases pending/in progress with details*	Name and address/telephone number of officers to whom reference may be made	Remark
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator

Signature of Bidder(s)

FORM "D"

DETAILS OF WORKS UNDER EXECUTION OR AWARDED ON LAST DAY OF SUBMISSION OF TENDER

S. No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow Progress if any and reasons thereof	Name and address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

FORM "E"

PERFROMA REPORT OF WORKS REFERRED TO IN FORM "C" & "D"

1)	Name of work/Scope	:	
2)	Agreement No.	:	
3)	Estimated cost	:	
4)	Tendered cost	:	
5)	Date of start	:	
6)	Date of completion	:	
a)	Stipulated date of completion	:	
b)	Actual date of completion	:	
7)	Amount of compensation levied for delayed completion if any	:	
8)	Amount of reduced rate items, if any	:	
9)	Performance Report	:	
a)	Quality of work	:	Outstanding/Very good/Good/Poor
b)	Financial Soundness	:	Outstanding/Very good/Good/Poor
c)	Technical Proficiency	:	Outstanding/Very good/Good/Poor
d)	Resourcefulness	:	Outstanding/Very good/Good/Poor
e)	General behaviour	:	Outstanding/Very good/Good/Poor

Executive Engineer or Equivalent of Client

Dated :

Note : Performance Certificate from Consultant will not be considered. The Performance Certificate should be directly from Client/Owner from whom the work has been executed

FORM "F"
STRUCTURE & ORGANIZATION

1)	Name & Address of the applicant	:	
2)	Telephone No., mobile no, Fax No., E-mail ID of the applicant.	:	
3)	Legal Status of the applicant [attach copies of the original document defining the legal status]	:	
a)	An individual		
b)	An proprietary firm		
c)	A firm in partnership		
d)	A limited company or corporation		
4)	Particulars of Registration with various Govt. Bodies [attach attested Photocopy].	:	
	Organization / Place of Registration ____Registration No._		
a)			
b)			
5)	Names and Titles of Directors & Officers with Designation to be concerned with this work.		
6)	Designation of individuals authorized to act for the	.	
7)	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction ? If so, give the name of the project and reasons of suspension of work.	:	
8)	Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons of abandonment.	:	
9)	Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.	:	
10)	Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by a court of law ?. If so, give details.	:	
11)	In which field of Civil Engineering construction the applicant has specialization and interest ?.	:	
12)	Registration certificates like WCT, TIN, PAN, GST, ESIC, etc	:	
13)	Any other information considered necessary not included above	:	

Sr No. 1 & 2 will be used for formal communication to the vendor (including e-mail ID)

Signature of Applicant (s)

FORM "G"

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

S. No.	Designation	Total number	Number available for this work	Name	Qualifications	Profession al experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of Bidder(s)

FORM "H"

INFORMATION ON LITIGATION HISTORY IN WHICH THE BIDDER IS INVOLVED.

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

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

(i) Affidavit (it should be on stamp paper attested by Notary Public)

(ii) Undertaking that the Bids shall remain valid for the period specified in Clause 15.1 (it should be on stamp paper attested by Notary Public).

AFFIDAVIT (on Non - Judicial Stamp Paper)

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 on National Highways &
Infrastructure Development Corporation Ltd 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 authorize(s) and request(s) any bank, person, firm or corporation to
furnish pertinent information deemed necessary and requested by NHIDCL to verify this statement
or regarding my (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 NHIDCL and within the
prescribed time.

(Signed by the Authorized Representative of the Firm)

Name of the Representative

Name of Firm

(To be notarized by Notary)

DATE

UNDERTAKING (on Non- Judicial Stamp Paper)

I, the undersigned do hereby undertake that our firm M/s agree to abide by this bid for a period of 120 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

(To be notarised by Notary)

Format of Curriculum Vitae (CV) for existing staff

Proposed Position:

Name of firm: _____

Name of staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership of professional societies: _____ Detailed tasks assigned: _____

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half a page).

Education:

(Summarize college/university and other specialized education of staff member, giving names of the institutes, dates attended and degrees obtained. Use up to a quarter pages).

Employment Record:

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments.

Present assignment:

Expected date of completion of present assignment, if applicable.

Languages:

(Indicate proficiency in speaking, reading and writing of each language by "excellent" "good", "fair" or "poor")

Certification:

I, undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience. -

Date _____ (Day/Month/Year)

(Signature of the staff member & authorized representative of the firm)

SECTION-IV

**FORMS OF BANK GUARANTEES, BANK CERTIFICATE, LETTER OF
APPLICATION, LOA & AGREEMENT ETC.**

(Appendix – I)

FORM OF BANK GUARANTEE

[Performance Security/Additional Performance Security]

The Managing

Director, NHIDCL,

3rd Floor, PTI Building, Sansad Marg,

New Delhi

WHEREAS:

- (A) _____ [name and address of contractor] (hereinafter called “the Contractor”) and [NHIDCL], (“**the Authority**”) have entered into an agreement (the “**Agreement**”) for “**Construction of North East Regional Office of NHIDCL at Guwahati, Assam**” subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defects Liability Period and maintenance period (as defined in the Agreement) in a sum of Rs. Crore (Rupees Crore) (the “Guarantee Amount”).
- (C) We, through our branch at (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of [Executive Director, NHIDCL], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with

the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation 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 Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect upto 90 (ninety) days after the end of the Defects Liability Period as set forth in Clauses 17.1 of EPC

agreement.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This guarantee shall also be operatable at our Branch at New Delhi, 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
13. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

(Appendix – II)

Form for Guarantee for Advance Payment

The Managing

Director,

NHIDCL,

3rd Floor, PTI Building, Sansad

Marg, New Delhi

WHEREAS:

(A) [name and address of contractor] (hereinafter called “**the Contractor**”) has executed an agreement (hereinafter called the “Agreement”) with the [NHIDCL], (hereinafter called “**the Authority**”) for the “**Construction of North East Regional Office of NHIDCL at Guwahati, Assam**” (Name of the work) through Item Rate Basis Contract, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Clause 10B (ii or iii) of the Agreement, the Authority shall make to the Contractor an interest bearing @Bank Rate + 3% advance payment (herein after called “Advance Payment”) equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in two instalments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 110% (one hundred and ten percent) of such instalment to remain effective till the complete and full repayment of the instalment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} instalment of the Advance Payment is Rs. cr. (Rupees crore) and the amount of this Guarantee is Rs. cr. (Rupees crore) (the “Guarantee Amount”)

(C) We, through our branch at (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) for the Guarantee Amount.

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein

A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways & Infrastructure Development Corporation Ltd.], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever

2. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

3. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

4. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation 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 Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

5. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.

6. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

7. The guarantee shall cease to be in force and effect 90 (ninety) days after the end of the one year from the date of payment of the installment of the Advance Payment, as set forth in Clause 10B of the Agreement.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

11. This guarantee shall also be operable at our..... Branch at New Delhi, 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.

12. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's

Bank through SFMS gateway as per the details below:

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062

4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

(Appendix – III)
FORM OF BANK GUARANTEE

[FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS]

To

Address of Employer:

WHEREAS _____ [Name and address of Contractor(s)]¹ (hereinafter called “the contractors”) has undertaken, _____ in pursuance of Contract No. _____ dated to provides the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works) (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor(s) shall furnish you with a Bank Guarantee by a recognized bank for the sum specified there in as security for removal of defects after completion of work in respect of water proofing works mentioned in the Bill of Quantities in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor(s) such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor(s) up to a total of amount of Rs. 2, 00, 000/- [Rupees Two Lakhs only], such sum being payable in the types and proportions of currencies in which the Contract Price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rupees Two Lakhs 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 Contractors before presenting us with the demand.

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the contractor(s) or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. 2, 00, 000/- (Rs. Two Lakh only) and the guarantee shall remain valid till 10 (Ten) years (from date of

completion of work), Unless a claim or a demand in writing is made up on us on or before _____
_____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 10 (Ten) years (from date of completion of work) i.e. upto

This guarantee shall also be operatable at our..... Branch at New Delhi (Complete Address of bank branch is mandatory), 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.

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 NHIDCL, details of which is as under:

Sl. No	Particulars	Details
1	Name of the Beneficiary	National Highways and Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank, Transport Bhawan, 1 st Parliament street, New Delhi-110001

Signature and Seal of the Guarantor _____ In presence of

Name and Designation _____ 1.

Name of the Bank _____ (Name, Signature & Occupation)

Address _____ 2. _____

(Name & Occupation)

Date _____

Give names of all partners if the Consultants is a Joint Venture.

Appendix – IIIA (Clause 24)

FORM OF BANK GUARANTEE [FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY FOR REMOVAL OF CONSTRUCTION DEFECTS AFTER COMPLETION]

To

Address of Employer:

WHEREAS _____[Name and address of Contractor(s)]¹ (hereinafter called “the contractor(s)”) has undertaken, in pursuance of Contract No. _____ datedto provides the services on terms and conditions set forth in this Contract_[Name of contract and brief description of works) (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractors shall furnish you with a Bank Guarantee by a recognized bank for the sum specified there in as security for removal of construction defects in pursuant to Clause 24 (Life Cycle Cost) for the works specified in Schedule F, for minimum upto 5 (Five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding three months after issue of notice by the Engineer-in-charge in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor(s) such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractors up to a total of amount of Rs. 25, 00, 000/-_[Rupees Twenty five Lakhs only], such sum being payable in the types and proportions of currencies in which the Contract Price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rupees Twenty five Lakhs 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(s) before presenting us with the demand.

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the contractor(s) or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. 25, 00, 000/- (Rs. Twenty five Lakh only) and the guarantee shall remain valid till 5 (Five) years (from date of completion of work). Unless a claim or a demand in writing is made up on us on or before _____

_____all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 5 (Five) years (from date of completion of work) i.e. upto

This guarantee shall also be operatable at our..... Branch at New Delhi (Complete Address of bank branch is mandatory), 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.

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 NHIDCL, details of which is as under:

Sl. No	Particulars	Details
1	Name of the Beneficiary	National Highways and Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank, Transport Bhawan, 1 st Parliament street, New Delhi-110001

Signature and Seal of the Guarantor_____In presence of

Name and Designation _____1.

Name of the Bank _____(Name, Signature& Occupation)

Address _____2. _____

(Name &Occupation)

Date_____

¹Give names of all partners if the Consultants is a Joint Venture.

APPENDIX - IV

Bank Guarantee for BID Security (Refer Clauses 16)

B.G No. Dated:

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 **Construction of North East Regional Office of NHIDCL at Guwahati, Assam on Item Rate 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 16 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment 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 fulfill 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 fulfillment 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 New Delhi, 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.

15. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi

5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi- 110001
---	--------------------------	---

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official-Seal)

(Appendix – V)

FORM OF LETTER OF APPLICATION

To,

Rajeev Sood,

General Manager (Technical)

National Highway & Infrastructure Development Corporation Ltd.

PTI Building, 3rd Floor ,

4, Parliament Street, New Delhi-110001.

Description of Works : “Construction of North East Regional Office of NHIDCL at Guwahati, Assam.”

e-tender no.

Dear Sir,

Having examined the Bid Document, Instruction 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 NHIDCL reserves the right to reject any or all application without assigning any reason.

Thanking you,

Yours faithfully,

(Authorized Signatory)

for and on behalf of M/s.....

(Appendix – VI)

FORM OF LETTER OF ACCEPTANCE

No.

Dated.....

To,

M/s.

.....

.....

Subject : Construction of North East Regional Office of NHIDCL at Guwahati, Assam – Letter of Acceptance (LOA) – reg..

Reference: Your bid for the subject work dated

Sir,

Based on your bid submitted onin 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..... (Rupees in words.....) has been accepted for and on behalf of NHIDCL.

You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in para 32.4 of ITB.

You are hereby requested to furnish Performance Security plus additional security, if any, in the form detailed in para 32.2 of ITB for an amount equivalent to **Rs..... (Rupees in words.....)** within 10 days as per provisions of para 32.1 of ITB of the bid document failing which the actions as stipulated in clause-32.3 of ITB shall be taken.

Yours faithfully,

General Manager (T)

(Appendix – VII)

FORM OF AGREEMENT

This agreement is entered into on this theday of20...

Between

The National Highway & Infrastructure Development Corporation Ltd, New Delhi
(herein called “**Employer**”) of the one part

And

<insert name of party>, the selected bidder having its registered office at <insert registered office address of the party>(here in after “the Contractor”) of **other part**.

Whereas

The Employer invited bids from eligible bidders of the execution of certain works, viz.
Construction of North East Regional Office of NHIDCL at Guwahati, Assam

And whereas pursuant to the bid submitted by the Contractor, vide (here in 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 the remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below.

AND WHEREAS the Contractor by a deed of undertaking dated..... 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 pursuant to the bid submitted by the Contractor vide .hereinafter referred to as the “the Offer”), the employer has by his letter of acceptance no.datedaccepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of any defects therein, on terms and conditions in accordance in the conditions of particular application and condition included hereinafter;

AND WHEREAS the contractor has agreed to undertake such works and has furnished a performance security pursuant to Clause 32 of the instructions to Bidders (Section-I)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement works and expressions shall have the same meanings 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 constructed as part of this agreement viz.

- a) The Contract Agreement,
- b) Letter of Acceptance,
- c) Contractor's Bid,
- d) Contract Data,
- e) Bill of Quantities/ Schedule of Quantities
- f) General Conditions of Contract /Special Conditions of Contract
- f) Drawings
- g) Specifications
- h) Indian Standard Specifications of B.I.S.

3. The foregoing documents shall be constructed as complementary and mutually explanatory one with another. Should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of particular applications be as listed above.

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 respect 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 the 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 WHEREOF the parties here to have caused this agreement to be executed the day and year first before written.

Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder in the presence of.

For and on behalf of National
Highway& Infrastructure
Development Corporation Ltd

For and on behalf contractor

Witness

1. Name:

Address:.....

.....
.....

2. Name:

Address:.....

.....
.....

Witness

1. Name:.....

Address:.....

.....
.....

2. Name:.....

Address:.....

.....
.....

APPENDIX VIII

INTEGRITY PACT FORMAT

(To be executed on plain paper and submitted alongwith Technical Bid/Tender documents for tenders having a value of Rs. 5 cr or above for Consultancy projects and 100 cr. or above for Construction projects. To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the MoRTH)

This integrity Pact is made at _____ on this _____ day of _____
_____ 2020.

BETWEEN

[**President of India through** NHIDCL, 4-Parliament Street New Delhi-110001],
(hereinafter referred to as the “**Principal/Owner**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as “The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender {NIT No.....dated.....}
(hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract/s for {Name of the work} (hereinafter referred to as the “Contract”).

And Whereas 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/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as “Integrity Pact” or “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 contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

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

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

(b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

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

Article - 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or nonsubmission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not

commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

(e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

(f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

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

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

(2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be

imposed for a maximum of 3 years.

(3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".

(4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.

(6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article - 4: Compensation for Damages.

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.

(2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5: Previous Transgressions

(1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

(1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/ Concessionaires/ Consultants and subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

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

Article- 8: Independent External Monitor (IEM)

(1) The Principal has appointed Shri. Staya Narayan Dass. as Independent External Monitor (herein after referred to as “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 Director

General (Road Development) & Special Secretary.

(3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) 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 Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other 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.

(6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Article - 9 Pact Duration

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

If any claim is made/ lodged during his 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 Director General (Road Development) & Special Secretary.

Article - 10 Other Provisions.

(1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a Joint Venture partner, this pact must be signed by all partners or members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Principal)

(Office Seal)

(For & On behalf of the Bidder/ Contractor/ Concessionaire/ Consultant)

Place_____ Date_____

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):

{COUNTERSIGNED and accepted by: JV Partner}