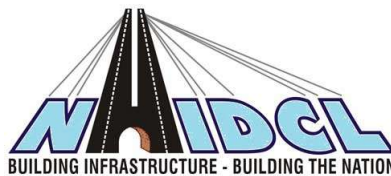


Request for Proposal

“Temporary Restoration of Tamenglong - Khongsang road of about 40 km length in the State of Manipur”

July-2016



**National Highways & Infrastructure
Development Corporation Ltd.
(A Government of India Undertaking)**



**National Highways & Infrastructure
Development Corporation Ltd.
(A Government of India Undertaking)**

(Online e-tender through Central Public Procurement Portal)

Critical Date Sheet

13.07.2016

NAME OF WORK	: TEMPORARY RESTORATION OF TAMENGLONG - KHONGSANG ROAD OF ABOUT 40 KM LENGTH IN THE STATE OF MANIPUR
Period of Downloading of Bidding Document	: From 1100 Hrs of 13th July 2016 to 1100 Hrs of 12th August 2016
Time, Date & Place of Pre-bid Meeting	: 1500 Hours of 29th July 2016 at NHIDCL, 3rd Floor,PTI Building, 4, Parliament Street New Delhi-110001
Start date of uploading of bid	: From 1300 Hrs of 22nd July 2016
Last Date and time for upload of Technical/Financial Bid	: Upto 1100 Hours of 12th August 2016
Last Date and Time for receipt of Original Copies of the Bid Security &Tender fee	: 1100 Hours of 12th August 2016
Time and Date of Opening of Bid	: 15.00 Hours of 12th August 2016
Place of opening of Bids	: At Office of GM (Tech), NHIDCL, 3rd Floor,PTI Building, 4, Parliament Street New Delhi-110001 NEW DELHI-110001
Officer Inviting the Bid	: GM (Tech), NHIDCL, 3rd Floor,PTI Building, 4, Parliament Street New Delhi-110001 NEW DELHI-110001

Notice Inviting Tender
(Online e-tender through Central Public Procurement Portal)

Dated : 13.07.2016

BID NO.:- NHIDCL/Manipur/Maintenance/Tamenglong-Khongsang

1. The National Highways and Infrastructure Corporation Limited invites bids through online only for construction of works detailed in the table from registered contractors and firms. The bidders may submit bid for the work as detailed in the table :-

Sl.	Name of work	Approx. value of work (Rs)	Bid Security (Rs)	Tender Fee (Rs)	Period of Completion
1	2	3	4	5	6
1.	Temporary Restoration of Tamenglong - Khongsang road of about 40 km length in the State of Manipur	Rs.12,07,13,779.00	Rs. 24,14,000/-	Rs. 10,000/-	12 (Twelve) Months

2. Bidding documents may be uploaded/ downloaded from the CPP portal eprocure.gov.in as per critical date sheet. Interested bidders may obtain further information at the same site.
3. The interested applicant can download and view the RFP from e-tendering portal i.e. eprocure.gov.in and www.nhidcl.com. The detailed procedure regarding E-tendering may please be seen at Annexure-X of this NIT.
4. **Only Online Submission of the bids are acceptable. Offline Submission of the bids in Hard Copies are not acceptable and shall not be received. However the originals of Demand Drafts / Bank Guarantees and other forms of Securities are to be submitted.**
5. **All documents/papers uploaded/ submitted by the bidder must be legible.**
6. The tender fee given in the table above, which is not refundable, is to be in the form of demand draft of any schedule bank payable at **NEW DELHI** in favour of MD,NHIDCL, **should be valid for 45 (forty five) days from the date of opening of the bid.**
7. The Bid Security (EMD) of the amount specified for the work in the table shall be drawn in favour of the MD,NHIDCL, and payable at **NEW DELHI**. Bid security will have to be in any of the forms as specified in the bidding document and shall have to be **valid for 45 days beyond the validity of bid i.e. (120+45) days.**
8. **Bids must be accompanied by scan copies of the Tender Fee and Bid Security(EMD).**
9. Bids must be submitted online as per critical date sheet and shall be accepted up to the time mentioned in the critical date sheet and will be opened as per critical date sheet. Interested bidders may attend the opening of the bid. If the office happens to be closed on the date of opening of the bid as specified, the bid will be opened on the next working day at the same time and venue.
10. A **pre-bid meeting** will be held on **the time given in Critical date sheet** at the at NHIDCL, 3rd Floor, PTI Building, 4, Parliament Street New Delhi-110001, to clarify the issues and to answer queries on any matter that may be raised at that stage as stated in Clause 9.2 of —Instructions of Bidders of the bidding document.
11. The original copies of the Bid security and Tender Fee should be submitted to the employer GM (Tech),NHIDCL, New Delhi on or before the time specified in critical date sheet. No proposal will be accepted in physical form except Bid Security & Tender Fee. If the office

happens to be closed on the last date of submission of Bid Security & Tender Fee in hard copy as specified, the same will be received on the next working day at the Office mentioned above. In case, Bid security & Tender Fee are not received within the specified time, the Bid shall be considered non responsive and shall not be downloaded/evaluated.

12. Bids shall be strictly treated as non-responsive if:
 - (i) Bid is not accompanied by an acceptable bid security (with validity for a period of not less than 45 days beyond the validity of bid) and not secured as indicated in subclauses 16.1 and 16.2 of the Bidding Document.
 - (ii) The undertaking regarding validity of bid, for a period of 120 days after the deadline date for bid submission specified in clause 20 of the bidding document, is not submitted.
13. The department shall not be responsible for any delay in postal service or disruption of web service.
14. The rates are inclusive of cost of traffic management during construction. Contractor shall provide road signage, bollards, boards, gunny bags, sheets etc. for safety of traffic during construction period, which will be incidental to work.
15. Uploaded documents of valid successful bidder will be verified with the original documents before signing the Agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post or submitted directly to the employer.
16. Subsequent Corrigendum/ Addendum if any shall be available in website indicated above.
17. The Authority reserves the right to cancel any or all bids without assigning any reason.
18. The bidders must possess Digital Signature Certificate of class II or Class III for submission of bids through online in the above website and indicate their active e-mail address for any communication if necessary.
19. Other details can be seen in the bidding documents.

Address of Employer:

ATTN. OF:
DESIGNATION
ADDRESS:

Y.C. Srivastava
GM (Tech), NHIDCL
NHIDCL, 3rd floor, PTI Building,
4, Parliament Street,
New Delhi – 110001.

Tel NO:
E-MAIL ADDRESS

011-23461617
yogesh.chandra15@gov.in

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

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

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

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

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

whatsoever.

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

INSTRUCTIONS TO BIDDERS

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal website for e-Procurement at <https://eprocure.gov.in/eprocure/app>:-

- (a) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eprocurement/etender portal is a prerequisite for e-tendering.
- (b) Bidder should do the enrollment in the eProcurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email ID. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- (c) Bidder need to login to the site through their user ID/ password chosen during enrollment/ registration.
- (d) The Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- (e) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- (f) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- (g) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- (h) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- (i) From my tender folder, he selects the tender to view all the details indicated.
- (j) Bidder then log in to the site through the secured login by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
- (k) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- (l) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- (m) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xLs/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- (n) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

- (o) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- (p) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, at least one working date prior bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- (q) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- (r) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- (s) The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- (t) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- (u) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- (v) If the Financial Bid format is provided in a spread sheet file like BoQ_xxxx, xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Financial Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- (w) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- (x) After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- (y) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- (z) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- (aa) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(ab) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

(ac)The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

(ad) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone@ 1-800-233-7315 or send a mail over to cppp-nic@nic.in.

**CHECK LIST DOCUMENTS/ CERIFICATES TO BE UPLOADED BY THE BIDDER
AS PART – I – TECHNICAL BID**

(A) UNDER COVER I

SL.	DOCUMENTS	FORMAT FOR UPLOADING
1.	Scan Copy of Bid Security	PDF
2.	Scan Copy of Tender Fee.	PDF
3.	Methodology and Program of Execution	PDF
4.	Execution Certificate of Similar Work (Form 3A)	PDF
5.	Letter of Application	PDF

(B) UNDER MY DOCUMENT (AS PER PRESCRIBED FORMAT)

SL.	DOCUMENTS	FORMAT FOR UPLOADING
1.	Registration Certificate.	PDF
2.	Joint venture Document/ Partnership Deal (Where applicable)	PDF
3.	Permanent Account No (PAN) / Taxpayer Identification No. (TIN)	PDF
4.	Power of Attorney of the Signatory (Where Applicable).	PDF
5.	Affidavit for correctness of Bid (As per Format).	PDF
6.	Average Annual Turn Over (Clause 4.5.3.a)	PDF
7.	Bankers Details.	PDF
8.	Audited Balance Sheet for last 5 (five) years.	PDF
9.	Bank Certificate for Credit Facility (As per Format).	PDF
10.	Undertaking for cash investment (As per Format).	PDF
11.	Litigation Details (Clause 4.5.8).	PDF
12.	Machinery / Equipment Capability (Clause 4.5.5).	PDF
13.	Manpower / Personnel Capability (Clause 4.5.4).	PDF
14.	List of works executed (As per Format).	PDF
15.	Financial Capability.	PDF
16.	Undertaking for validity (As per Format).	PDF
17.	Proposal for Sub Contracting (Where applicable)	PDF
18.	Existing Commitments (As per Format).	PDF
19.	Quality Assurance Programme.	PDF
20.	Organisational Structure & Chart	PDF

Section 1:

Instructions to Bidders (ITB)

Table of Clauses

	Page No.		Page No.
A General		D Submission of Bids	
1 Scope of Bid		19 Sealing and Marking of Bids	
2 Source of Funds		20 Deadline for Submission of Bids	
3 Eligible Bidders		21 Late bids	
4 Qualification of the Bidder		22 Modification and Withdrawal of Bids	
5 One Bid per Bidder			
6 Cost of Bidding		Bid Opening and	
7 Site Visit		E Evaluation	
		23 Bid Opening	
B Bidding Documents		24 Process to be Confidential Clarification of Financial	
8 Content of Bidding		25 Bids	
		26 Examination of Bids and Determination of Responsiveness	
9 Clarification of Bidding Documents		27 Correction of errors	
10 Amendment of Bidding Documents			
		29 Evaluation and Comparison of Financial Bids	
C Preparation of Bids			
11 Language of Bid		F Award of Contract	
12 Documents Comprising the Bid		31 Award Criteria	
13 Bid Prices		32 Employer's Right to Accept any Bid and to Reject any or all Bids	
14 Currencies of Bid and payment		33 Notification of Award and Signing of Agreement	
15 Bid validity		34 Performance Security	
16 Bid Security		35 Advance Payment and Security	
17 Alternative Proposals by Bidders		36 Dispute Review Expert	
18 Format and Signing of Bid		37 Corrupt or Fraudulent Practices	

A. GENERAL

1. Scope of Bid

- 1.1. The Employer (named in Appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as —the works) detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tenderer /bid/tender, bidding/tendering. etc.) are synonymous.

2. Source of funds

- 2.1 The expenditure on this project will be met from the budget of Government of India.

3. Eligible Bidders

- 3.1 *This Invitation for Bids is open to all bidders.*
- 3.2 All bidders shall provide in Section 2, forms of Bid and Qualification Information, a statement that the Bidders is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include program of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion
- 4.2 Deleted.
- 4.3. If the Employer has not under taken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:
 - (a) Copies of original documents defining the constitution or legal status, place of registration, and principal places of business; written power of attorney of the signatory of the bid to commit the Bidder;
 - (b) Total monetary value of construction work performed for each of the last five years.
 - (c) Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
 - (d) Major items of construction equipment proposed to be used to carry out the Contract;
 - (e) Qualifications and experience of key site management and technical personnel proposed for the contract
 - (f) Report's on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years:
 - (g) Evidence of access to line (s) of credit and availability of other financial resources facilities (10% of contract value) certified by the Bankers (Not more than 3 months old)
 - (h) Undertaking that the bidder will be able to invest minimum cash up to 25% of contract value of the work, during implementation of work
 - (i) Authority to seek references from the Bidder's bankers;

- (j) Information regarding any litigation, current or during the last five years in which the Bidder is involved, the parties concerned, and disputed amount.
- (k) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Bid Price (for each, *the qualifications and experience of the identified sub-contractor in the relevant field should be annexed*);
- (l) The proposed methodology and program of construction backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

4.4 Bids from Joint Ventures are acceptable.

4.5 QUALIFICATION CRITERIA.

- 4.5.1 Qualification will be based on Applicant's meeting all the following minimum pass/ fail criteria regarding the Applicant's general and particular experience personnel and equipment capabilities and financial position as demonstrated by the Applicant's responses in the forms attached to the letter of Application (Specified requirements for joint ventures are given under para 4.9 below). Subcontractors experience and resources shall not be taken into account in determining the Applicant's compliance with qualifying criteria.

To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraphs 4.5.3, 4.5.4, 4.5.5, 4.5.6 & 4.5.9 below.

4.5.2 Base year and Escalation

The base year shall be taken as (Reflected at Sl. No. 8 of Appendix to ITB).

Following enhancement factors will be used for the costs of works executed and the financial figures to a common base value for works completed in India.

Year before	Multiplying factor
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors.

In case the financial figures and value of completed works are in foreign currency, the above enhanced multiplying factors will not be applied. Instead current market exchange rate (State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

4.5.3 General Experience

The Applicant shall meet the following minimum criteria :

- a) Average annual turnover (defined as billing for works in progress and completed in all classes of civil engineering construction works only) over the last five years of 40 percent of the value of contract/ contracts applied for.
- b) Experience in successfully completing or substantially completing at least one contract of road i.e. PMGSY, MDR, Village Road, State Highway, National Highway with similar or higher Bituminous work specification of at least 40% of value of proposed Contract within the last five years".

The work may have been executed by the Applicant as prime contractor or as a member of Joint venture or sub contractor. As sub contractor, he should have acquired the experience of execution of execution of all major items works under the proposed contract. In case a project has been executed by a Joint Venture, weightage towards experience of the project would be given to each Joint Venture in proportion to their participation in the Joint Venture.

Substantially completed works means those works which are at least 90% completed as on the date of submission (i.e. gross value of work done upto the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.

For these, a Certificate from the employer shall be submitted along with the application incorporating clearly the name of work, Contract value, Billing amount, date of commencement of works, satisfactory performance of the contractor and any other relevant information.

4.5.4 Personnel Capabilities

The Applicant must have suitably qualified personnel to fill the following positions. The applicant will supply information on a prime candidate and an alternate for each position, both of whom should meet the experience requirements specified below :

Sl. No.	Position	Total Experience (Years)	In similar works (Years)	As manager of similar works (Years)
1	Project Manager			
2	Other Position			
(Details given in Section 2, Tender Documents)				

4.5.5 Equipment Capabilities.

The Applicant should own or should have assured ownership to the following key items of equipment, in full working order, and must demonstrate that, based on known commitments; they will be available for use in the proposed contract.

Sl. No.	Equipment type and Characteristics	Minimum number required
1		
2		
3		
(Details given in Section 2, Tender Documents)		

4.5.6 Financial Position

The Applicant should demonstrate that he has access to, or has available, liquid assets (aggregates of working capital, cash in hand and uncommitted bank guarantees) and/ or credit facilities of not less than 10 percent of the value of the contract/ contracts applied for (Construction cash-flow may be taken as 10 percent of the estimated value of contract/ contracts).

- 4.5.7 The audited balance sheets for the last five years should be submitted, which must demonstrated the soundness of Applicant's financial position, showing long term profitability including estimated financial projection for the next two years. If necessary, the Employer will make inquiries with the applicant's bankers.

4.5.8 Litigation History

The applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the Applicant or any partner of a Joint venture may result in failure of the applicant.

4.5.9 Bid Capacity

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under.

Assessed Available Bid capacity = (A*N*2 – B)

A = Maximum value of works executed in any one year during the last five years (updated to the current price level) rate of inflation may be taken as 10 percent per year which will take 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 at current price level of the existing commitments and on-going works to be completed during the next 12 Months. (*Refer to column 6 of the corresponding packages of NIT*, period of completion of works for which bids are invited)

Note: In case of a Joint Venture, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the works. The statement 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 countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

4.5.10 Disqualification

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

- Made misleading or false representation in the form, statement submitted and/ or
- Records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the nonperformance of the contractor, consistent history of litigation awarded against or financial failure due to bankruptcy. The rescinding of contract of a Joint Venture on account of reasons other than nonperformance, such as Most Experienced partner of Joint Venture pulling out, court directions leading to breaking up of a Joint Venture before start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.
- Any bid not accompanied by a Scan Copy of acceptable Bid Security/Tender Fee, Methodology & program of execution, Qualification of similar work (Application Form 3A), Annual Turnover (Application Form 2) and Undertaking of validity of bid (as enclosed Format – A) shall be rejected by the Employer as non-responsive.
- Bank guarantees (and other instruments having fixed validity) issued as surely for the bid shall be valid for 45 days beyond the validity of the bid. The tender fee should be valid for at least 45 (forty five) days beyond opening of the Bid.
- Any bid not accompanied by a Scan Copy of acceptable Bid Security/Tender Fee and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the employer as non responsive.
- The original Bid Security (EMD) and Tender Fee should be submitted to the employer *GM (Tech), NHIDCL on scheduled time and date as given in Critical date sheet* in a sealed envelope. The Bids of the bidders who have failed to submit the same shall be rejected. The envelope should be clearly marked as SECURITY/FEE for NIT

No.....dt.....Package No.....

4.6 JOINT VENTURE

4.6.1 Joint Ventures must comply with the following requirements:

- a) Following are the minimum qualification requirements:
 - i) The lead partner shall meet not less than 50 per cent of all the qualifying criteria given in Para 4.5 and its sub clauses. The Joint venture must collectively satisfy the criteria of para 4.5 and its sub clauses above. The experience of the other Joint Ventures partners shall be considered if it is not less than 30 per cent of the qualifying criteria given in Para 4.5 and its sub clauses. However, In case one of the Joint venture partners is proposed to be included primarily to provide financial strength to the Joint venture, such Joint venture partner shall have to commit to provide liquidity support to the project to the extent of 10 per cent of the value of the contract.

- ii) The Joint Venture must satisfy collectively the criteria of Para 4.5 and its sub clauses above for which purpose the relevant figures for each of the partners shall be added together to arrive at the Joint venture's total capacity. Individual members must each satisfy the requirement of Para 4.5.7 & 4.5.8 above.
- b) The formation of a Joint venture after prequalification, any change in prequalified Joint venture, will be subject to the written approval of the Employer prior to the deadline for submission of bids. Such approval shall be denied if (i) partners withdraw from a Joint venture and remaining partners do not meet the qualifying requirements : (ii) the new partners to a Joint venture are not qualified individually or as another Joint venture: or (iii) in the opinion of the Employer, a substantial reduction in competition may result.
- c) Bid shall be signed so as to legally bind all partners, jointly and severally, and shall be submitted with a copy of the Joint venture agreement providing the —Joint and Severall liability with respect to the contract.
- d) The Joint venture agreement to be submitted by the applicants shall comprise, but not limited to, the following provisions.
 - i) Name and style of project-specific Joint Venture, with head office address.
 - ii) Management structure of Joint Venture with details.
 - iii) Extent of participation of each party in the Joint Venture.
 - iv) Name of Lead partner and empowerment to him by the Joint venture to attend negotiations and incur liabilities on behalf of Joint Venture.
 - v) Commitment of each party to furnish the Bid Security, Performance Security, Security for mobilization advance in proportion to their respective share.
 - vi) Responsibility of each partner of Joint Venture, Including personnel, plant & equipment.
 - vii) Working Capital arrangement of Joint Venture.
 - viii) Opening of separate bank account in the name of Joint Venture, to be operated at least by one foreign and one local partner (in case of Joint Venture between two local partners, both the partners are required to operate).
 - ix) Provision of remedy, in case of non-performance of responsibility by any party.
 - x) Parties/ firms committing themselves to the Employer for being jointly and severally responsible for the intended works and
 - xi) Power of Attorney to be duly notarized from the country of origin of the foreign partner for his part.
- 4.6.2** Qualifying of a Joint venture does not necessarily qualify any of its partners individually or as a partner in any other Joint venture. In case of dissolution of a Joint venture, each one of the constituent firms may qualify if they meet all the qualification requirements, subject to the written approval of the Employer.

5. One Bid per Bidder

- 5.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidders participation to be disqualified.

5.2 Cost of Bidding

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

6. Site Visit

- 6.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine 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 the execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7. Enrollment with e-portal:-

Bidders are required to enroll themselves in the web Portal eprocure.gov.in with necessary Digital

Signature Certificate of Class II or III for participating in the Bid.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No.
	Invitation of Bids	I
1	Instruction to Bidders	
2	Qualification Information and other forms	
3	Condition of Contract	
4	Contract Data	
5	Technical Specification	II
6	Form of bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawing	IV
10	Documents to be furnished by bidder	V

8.2. Copies of each of the volumes I, II, III and IV may be downloaded by the bidder. Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume - V in two parts (refer clause 12)

8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification of Bidding Documents

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter —cable' includes telex, facsimile & email) at the Employer address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for, submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source through email.

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 for the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage.

9.2.3 The bidders are requested to submit any question in writing or online to reach the Employer not later than 5 days before the meeting.

9.2.4 Minutes of the meeting, including the text of the question raised (without identifying the source of enquiry) and the response given will be transmitted without delay to all purchaser of the bidding documents. Any modification of the Bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the 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 communicated in writing or online to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or online to the Employer. The Employer will assume no responsibility for postal delays.
- 10.3 To give prospective bidders reasonable time, in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with sub-clause 20.2 below.

C. PREPARATION OF BIDS

11. Language of the Bid

- 11.1 All documents relating to the bid shall be in the English language.

12. Documents Comprising the Bid

- 12.1. The bid to be submitted by the bidder as Volume V of the bid document (refer Clause 8.1 shall be in two separate parts:

Part- I Shall be named “Technical Bid” and shall comprise

- (i) Scan copy of the Bid Security in the form specified in Section 8.
- (ii) Scan copy of cost for Tender Fee.
- (iii) Qualification information and supporting documents as specified in Section 2
- (iv) Certificates, undertakings, affidavits as specified in Section 2
- (v) Any other information pursuant to clause 4.2 for these instruction
- (vi) Undertaking that the bid shall remain valid for the period specified in Clause 15.1

Scan copies of documents should be clearly legible documents. Non Legible documents may be a cause for disqualification, rejection of bid/ tender.

- 12.2. Deleted.
- 12.3. Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars	Volume No.
	Invitation for Bids (IFB)	
1	Instruction to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
9	Drawings	Volume IV

13. Bid Prices

- 13.1 The contract shall be for the whole works as described in sub-clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2. The Bidder shall fill in rates / prices in figures for all items of the works described in the Bill of Quantities. Items, for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.3. All duties, taxes and other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices and total bid prices submitted by the Bidder.

- 13.4 The rates and prices quoted by the bidder shall be fixed for duration of the Contract and shall not be subject to adjustment on any account (For Contracts upto 12 months period).
- 14. Currencies of Bid and payment**
The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees.
- 15. Bid validity**
- 15.1 Bids shall remain valid for a period *not less than 120 days after the deadline date for bid submission specified in clause 20*. A bid valid for a shorter period **shall be rejected by the Employer as non-responsive**. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the Bidder, the later shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.
- 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 bidder's responses shall be made in writing or online. 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 except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.
- 15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), in the event that the Employer requests and the Bidder agrees to an extension of the validity period, the contract price, if the bidder is selected for award shall be the bid price corrected as follows:-
The price shall be increased by the factor of 0.2% for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of issue of letter of acceptance to the successful Bidder.
- 15.4 Bid evaluation will be based on the bid prices without taking into consideration the above correction.
- 16. Bid Security & Tender Fee**
- 16.1 The bidder shall furnish, as part of his Bid, a Bid security in the amounts as shown in column 4 & 5 of the table of NIT for this particular work.
- i) The Bid security shall be in favour of the MD, NHIDCL payable at New Delhi.
- ii) The Tender Fee in the form of Demand Draft shall be in favour of the MD, NHIDCL, payable at New Delhi
- iii) Bank Guarantee from any scheduled India bank, in the format given in Volume III.
- 16.2 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be *valid for 45 days beyond the validity of the Bid. The tender fee should be valid for at least 45 (forty five) days beyond opening of the bid.*
- 16.3 Any bid not accompanied by a Scan Copy of acceptable Bid Security and Tender Fee and not secured as indicated in Sub- Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.**
- 16.4 The original Bid Security (EMD) and Tender Fee should be submitted to the employer GM (Tech), NHIDCL, New Delhi as per critical date sheet in a sealed envelope. The bids of the bidders who have failed to submit the same shall be rejected. The envelope**

should be clearly marked as SECURITY/ FEE for NITBID No.

.....dt.....Package No. -I

16.5 The contractor should write his name on the backside of the Security/ Tender Fee

16.6 Interested bidders may attend the opening.

16.7 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.

16.8 The Bid Security for the Successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.9 The Bid Security may be forfeited

(a) If the Bidder withdraws the Bid after opening during the period of Bid Validity.

(b) Deleted.

(c) In the case of successful Bidder, if the Bidder fails within the specified time limit to

i) Sign the Agreement; or

ii) Furnish the required Performance Security.

17. Alternative Proposals by Bidders

Bidders shall submit offers that fully comply with the requirements of the bidding documents

17.1 including

the conditions of contract (i/c advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in

the process of tender evaluation.

18. Format and Signing of Bid

18.1 The bidder shall prepare the documents comprising the bid as described in Clause 12 of these Instructions to bidders, containing the —Technical Bid and —Financial Bid: in separate parts as appropriate.

18.2 The Bid submitted online shall be assumed to be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clause 4.3. All pages of the bid where entries or amendments have been made shall be also taken as signed by the person or persons signing the bid.

18.3 The bid shall contain no alteration or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder.

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids:- Deleted.

20. Deadline for Submission of the Bids

20.1 Complete Bid, (including _Technical and Financial) must be uploaded at the web address specified above within the date & time indicated in appendix. Offline submissions or hard copies of the bids / tenders are not acceptable and shall not be received under any circumstances.

20.2 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 will then be subject to the new deadline.

21. Late Bids

21.1 Deleted (System does not allow uploading beyond the prescribed time limit).

22. Modification and Withdrawal of Bids.

22.1. Bidders may modify or withdraw their bids before the deadline prescribed in Clause 20.

22.2. Deleted.

22.3. No bid may be modified after the deadline for submission of Bids.

22.4 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 may result in the forfeiture of the Bid Security pursuant to Clause 16.
- 22.5 The employer shall not be responsible for any delay in postal delivery, disruption in web service, or Inaccessibility of Network or Website.

E. BID OPENING AND EVALUATION

23. Bid Opening

- 23.1 The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and place specified in Appendix in the manner specified in Clause 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2 Envelopes marked —WITHDRAWAL shall be opened and read out first, Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.
- 23.3 The envelope containing —Technical Bid shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 5 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.
- 23.4 i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part-I of the Bid pursuant to Clause 12.1.
- ii) After receipt to confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
- iii) The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid (usually on the 21st day of opening of the Technical Bid).
- iv) Immediately (usually within 3 or 4 days), on receipt of these clarification the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 23.5 Deleted
- 23.6 Deleted
- 23.7 Deleted
- 23.8 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

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 persons

not officially concerned with such process until the award of the successful Bidders has been announced. Any effort by Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25. Clarification of Financial Bids

- 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 breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price of substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.
- 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time of the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should be do so in writing.
- 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 Bidder's 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 Clause 3 and 4, (b) has been properly signed; and (c) is accompanied by the required securities.
- 26.2 Deleted
- 26.3 Deleted
- 27. Deleted.**
- 28. Deleted.**
- 29. Evaluation and Comparison of Financial Bids. - Deleted**
- 30. Deleted.**

F. AWARD OF CONTRACT.

31. Award Criteria.

- 31.1 Subject to Clause 32, the Employer will award the contract to the bidder whose Bid has been determined.
- (i) To be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid price; and
- (ii) To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidders at his evaluated bid price.

32. Employer's Right to Accept any Bid and to Reject any of all Bids.

- 32.1 Notwithstanding Clause 31, 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.

33. Notification of Award and Signing of Agreement.

- 33.1 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, electronic mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the —Letter of Acceptance) will state the sum that the Employer will pay 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).
- 33.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with provision of Clause 34.
- 33.3 The Agreement will incorporate all agreement between the Employer and the successful Bidder. The successful bidders will furnish performance security and sign the agreement within 21 (Twenty one) days following the notification of award alongwith the Letter of Acceptance. Within 14 (Fourteen) days of receipts, the successful Bidder will sign the agreement and deliver it to the Employer.
- 33.4 Upon the furnishing by the successful Bidder of the performance security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful.

34. Performance Security.

- 34.1 Within 21 (Twenty one) days of issue of the letter of acceptance, the successful Bidder shall deliver to the Employer a performance security in any of the forms given below for an amount equivalent to 5% of the contract price plus additional security of unbalance bids in accordance with Clause 29.5 of ITB and Clause 52 of conditions of Contract.
- A bank guarantee in the form given in section 8;
- 34.2 If the performance security is provided by the successful bidder in the form of a bank Guarantee, it shall be issued either (a) at the bidders option, by a nationalized/schedule Indian Bank or (b) by a Foreign Bank located in India and acceptable to the Employer.
- 34.3 Failure of the successful bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.

35 Advance Payment and Security

- 35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

36. Dispute Review Expert

The Employer proposes that the Dispute Review Expert be appointed by the Council of Indian

36.1 Roads

Congress at the request of either party under the Contract at a daily fee plus reimbursable expenses as fixed by the Indian Road Congress as and when required.

37. Corrupt or fraudulent Practices

37.1 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 Authority of India/ State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract

APPENDIX TO ITB
Clause Reference with respect to
Section – I

1. Name of the Employer is **GM (Tech), NHIDCL, NEW DELHI**
2. The last five years

2011	-	2012
2012	-	2013
2013	-	2014
2014	-	2015
2015	-	2016
3. This annual financial turn over amount is **Rs. 4,82,85,512/-(Rupees Four crore Eighty Two lakhs & Eighty Five thousand Five hundred Twelve) only.**
4. Value of work is **Rs. 12,07,13,779/-(Rupees Twelve crore Seven lakhs & Thirteen thousand Seven Hundred Seventy Nine) only.**
5. The cost of electric work is Rs.N/A.....
6. The cost of water supply/sanitary works is Rs.N/A.....
7. Liquid assets and / or availability of credit facilities is **Rs.1,20,71,378/- (Rupees One crore Twenty lakhs Seventy One thousand Three hundred Seventy Eight)only.**
8. Price level of the Financial year (Base Year) ...**2015-16....** [Cl. 4.5]
9. The pre-bid meeting will take place **at the office of GM (Tech), NHIDCL, New Delhi as per critical date sheet.**
10. The technical proposal will be **opened at the office of GM (Tech), NHIDCL, New Delhi as per critical date sheet.**
11. Address of the Employer **3rd Floor, PTI Building, 4, Parliament Street, New Delhi-110001**
 Identification :

- Bid reference No. **NHIDCL/Manipur/Maintenance/Tamenglong-Khongsang dt 13.07.2016**
12. The bid should be submitted/uploaded latest by 12th **August 2016 at 11.00 Hours.**
13. The bid will be opened at **the office of GM (T), NHIDCL, New Delhi as per critical date sheet. .**
14. The Bid security shall be in favour of MD, NHIDCL, New Delhi payable at NEW DELHI. .
15. The name of Dispute Review Expert is to be referred to **The Council of Indian Road Congress as and when required [Cl. 36.1]**
16. Escalation factors (for the cost of works executed and financial figure to a common base value for work completed)

Year before	Multiply factor
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

ANNEXURE – I

List of Key Plant & Equipment to be deployed on Contract Work
[Reference Cl. 4.5 (B) (a)]

Sl.	Type of Equipment	Maximum Age as on 30/07/2016	Nos. of Equipment
1.	Tipper Truck	5 - 7	10
2.	Motor Grader	5	-
3.	Dozer	5	1
4	Front End loader	5	2
5	Smooth Wheeled Roller	5	3
6	Vibratory Roller	5	2
7	Hot Mix Plant with Electronic Controls (Minimum 80-100 TPH Capacity)	5	1
8	Paver Finisher with Electronic sensor	5	1
9	Water Tanker	5	3
10	Bitumen Sprayer	5	1
11	Tandem Roller	5	1
12	Concrete Mixer with Integral Weigh Batching facilities	5 - 7	2
13	Concrete Batching and Mixing Plant (Minimum Capacity – 15m ³ /hour)	5	-
14	Concrete paver capable of paving 7.5m width in one single pass including all accessories, such as automatic dowel bar injector, integral vibratory system and electronic sensors ancillary equipment for applying curing compound, joint cutting etc.	5	-
15	Concrete Batching and Mixing plant with automatic control (Minimum 100 Cum/hour)	5	-
		Total	27

ANNEXURE – II

List of Key Personnel to be deployed on Contract Work
[Reference Cl. 4.5 (B) (a)]

Sl.	Personnel	Qualification	Nos. of Personnel
1	Project Manager	BE Civil + 10 years Exp.	1 No.
2	Site Engineer	BE Civil+ 3 years Exp.	2 Nos.
3	Plant Engineer	BE Mech. + 3 years Exp. Or Dip. Mech. + 7 years Exp.	1 No.
4	Quantity Surveyor	BE Civil + 7 years Exp. Or Dip. Civil + 7 years Exp.	1 No.
5	Soil & Material Engineer	BE Civil + 7 years Exp. Or Dip. Civil + 7 years Exp.	1 No.
		Total =	6 Nos.

SECTION 2
QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1. For Individual Bidders

1.1. Constitution or legal status of Bidder

[Attach copy]

Place of registration:

Principal place of business:

Power of attorney of signatory of Bid

[Attach

]

1.2. Total value of Civil Engineering construction

2011	-	2012
2012	-	2013
2013	-	2014
2014	-	2015
2015	-	2016

1.3.1. Work performed as prime contractor, work performed in the past as a nominated subcontractor will also be considered provided the sub-contract involved execution of all main items of work described in

the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years. ****Refer Application Form (3B).**

1.4 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and ongoing works: **Refer Application Form (4)**

(B) Works for which bids already submitted: **Refer Application Form (4B)**

1.5 Availability of key items of Contractor's Equipment essential for carrying out the Works [Ref. Clause

4.5(B)(a)1. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 (d) of the Instructions to Bidders. **Refer Application Form (6)**

ANNEXURE

- I

List of Key Plant & Equipment to be deployed on Contract Work

[Reference Cl. 4.5 (B) (a)]

Sl.	Type of Equipment	Maximum Age as on 30/07/2016	Nos. of Equipment
1.	Tipper Truck	5 - 7	10
2.	Motor Grader	5	-
3.	Dozer	5	1
4	Front End loader	5	2
5	Smooth Wheeled Roller	5	3
6	Vibratory Roller	5	2
7	Hot Mix Plant with Electronic Controls (Minimum 80-100 TPH Capacity	5	1
8	Paver Finisher with Electronic sensor	5	1

9	Water Tanker	5	3
10	Bitumen Sprayer	5	1
11	Tandem Roller	5	1
12	Concrete Mixer with Integral Weigh Batching facilities	5 - 7	2
13	Concrete Batching and Mixing Plant (Minimum Capacity – 15m3/hour)	5	-
14	Concrete paver capable of paving 7.5m width in one single pass including all accessories, such as automatic dowel bar injector, integral vibratory system and electronic sensors ancillary equipment for applying curing compound, joint cutting etc.	5	-
15	Concrete Batching and Mixing plant with automatic control (Minimum 100 Cum/hour)	5	-
		Total	27

ANNEXURE – II

List of Key Personnel to be deployed on Contract Work

[Reference Cl. 4.5 (B) (a)]

Sl.	Personnel	Qualification	Nos. of Personnel
1	Project Manager	BE Civil + 15 years Exp. (5 Years as Manager)	1 No.
2	Site Engineer	BE Civil+ 10 years Exp. (5 years in Road Construction)	2 Nos.
3	Plant Engineer	BE Mech. + 10 years Exp. Or Dip. Mech. + 15 years Exp.	1 No.
4	Quantity Surveyor	BE Civil + 7 years Exp. Or Dip. Civil + 10 years Exp.	1 No.
5	Soil & Material Engineer	B.E. Civil + 10 years Exp.	1 No.
		Total =	6 Nos.

- 1.6 Proposed sub-contracts and firms involved. [Refer Application Form 6B]
- 1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. list them below and attach copies.
- 1.9. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.10. Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
- 1.11. Information on litigation history in which the Bidder is involved. [Refer Application Form 8]
- 1.12. Statement of compliance under the requirements of Sub Clause 3.2 of the instructions

to Bidders. (Name of Consultant engaged for project preparation is – NA-)

- 1.13. Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3 (L)]
- 1.14. Program:- Detailed Program for the implementation of the contract as per the requirements of the ITB duly supported by PERT or CPM Charts shall be provided
- 1.15. Quality Assurance Program:-The Quality Assurance Level shall be Q 3. The contractor is required to include a Detailed Quality assurance Program as stipulated in IRC Special Publication 57-2000.

2. Deleted

3. Additional Requirements

- 3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable
 - (i) **Affidavit**
Shall be submitted on Rs. 100/- value non judicial stamp paper duly notarized by Notary Public or Oath Commissioner, (Judicial Magistrate, 1st Class).
 - (ii) **Undertaking for Bid Validity**
Shall be submitted on Rs. 100/- value non judicial stamp paper duly notarized by Notary Public or Oath Commissioner, (Judicial Magistrate, 1st Class).
 - (ii) **Sample Format for evidence of access to or availability of credit facilities**
Shall be furnished by bank on their original letter head. The certificate should not be old by more than 3 (Three) months.

SECTION 3
CONDITIONS OF CONTRACT

SECTION 3

CONDITIONS OF CONTRACT

Conditions of Contract Table of Contents

A	General	C	General
1	Definitions	33	Identifying Defects
2	Interpretation	34	Test
3	Language & Law	35	Correction of Defects
4	Engineer's Decisions	36	Uncorrected Defects
5	Delegation		
6	Communications	D	Cost Control
7	Sub-contracting	37	Bill of Quantities
8	Other Contractors	38	Changes in the Quantities
9	Personnel	39	Variations
10	Employer's & Contractor's Risk	40	Payments for variations
11	Employer's Risk	41	Cash Flow Forecasts
12	Contractor's Risk	42	Payments Certificates
13	Insurance	43	Payments
14	Site Investigation Reports	44	Compensation Events
15	Queries about the Contract Data	45	Tax
16	Contractor to Construct the works	46	Currencies
17	The Works to be completed by the Intended Completion Date	47	Price Adjustment
18	Approval by the Engineer	48	Retention
19	Safety	49	Liquidated Damages
20	Discoveries		
21	Possession of the Site	50	Advance Payment
22	Access to the Site	51	Securities
23	Instructions		
24	Disputes	53	Cost of Repairs
25	Procedure for Disputes		
26	Replacement of Dispute Review Expert	E	Finishing the Contract
		54	Completion
B	Time Control	55	Taking over
27	Programme	56	Final Account
28	Extension of the Intended Completion Date	57	Opening and Maintenance Manuals
		58	Terminations
30	Delays Ordered by the Engineer	59	Payments upon Termination
31	Management Meetings	60	Property
32	Early Warning	61	Release from Performance
		F	Special Conditions of Contract

CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

- 1.11 Terms which are defined in the contract data and not also defined in the conditions of Contract but keep their defined meanings, Capital initials are used to identify defined terms.

The **Adjudicator** (synonymous with **Dispute Review Expert**) is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clause 24 and 25. The name of the Adjudicator is defined in the contract data.

Bill of Quantities means the price and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 44 hereunder.

The **Completion Date** is the date of completion of the work as certified by the Engineer in accordance with Sub-Clause 55.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the works. It consists of the documents listed in Cause 2.3 below.

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

The **Contractor** is a person or corporate body which bid to carry out the works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

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

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

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defect Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The Engineer is the person named in the Contract Data (or any other competent person appointed and notified to the Contractor to act in replacement of the Engineer) who is responsible for inviting Bids, supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variation to the Contract, awarding extension of time, and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the site to construct the works.

The **Initial Contract Price** is the Contract Price listed in the **Employer's letter of Acceptance**

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may

be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumable, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specifications of the work included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the works in the Contract which includes work on the site.

Temporary Works are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the works.

A **Variation** is an instruction given by the Engineer, which varies the work.

The **Works** are what the Contract requires the Contractor to construct, install and turn over to the Employer, as defined in the Contract data.

2. Interpretation

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specially defined. The Engineer will provide instruction clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion date apply to any Section of the work (other than references to the Completion Date and Intended Completion Date for the whole for the Works).

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4 Engineer's Decisions

- 4.1 Except where otherwise specially stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

- 5.2 The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

- 6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act). All email communications during the tendering stage shall be considered as written communications.

7. Sub-Contracting

- 7.1 The contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligation.

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the site with other contractor, public authorities, utilities and the Employer between the dates given in the Schedule of other Contractor. The Contractor shall as referred to in the Contract data; also provide facilities and services for them as described in the Schedule. The Employer may modify the schedule of the other contractors and shall notify the contractor of any such modification.

9. Personnel

- 9.1 The Contractor shall employ the key personnel named in the Scheduled of key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities and relevant experiences are substantially equal to or better than those for the personnel listed in the schedule.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

- 11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the works in India, the risk of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military usurpation of power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Work, other than the Contractor's Design.

12. Contractor's Risks

- 12.1 All risks of loss of or damage to physical property and of personnel injury and death which arise during and in consequence of the performance of the Contract other than the excepted risk are the responsibility of the Contractor.

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractor's risks:
- (a) Loss of or damage to the Works, plant and Materials.
 - (b) Loss of or damage to Equipment.
 - (c) Loss of or damage of property (except the works, plant, materials and Equipment) in connection with the Contract; and
 - (d) Personnel injury or death.
- 13.2 Policies and certificates provided for insurance shall be delivered by the Contractor to the Engineer

- for the Engineer's approval before the Start date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premium shall be a debt due.
- 13.4 Alternations to the terms of insurance shall not be made without the approval of the Engineer.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Investigation Reports**
The Contractor, in preparing the Bid, shall rely on site Investigation Reports referred to in the
- 14.1 Contract data, supplemented by any information available to the Bidder.
- 15. Queries about the Contract Data.**
15.1 The Engineer will clarify queries on the Contract data.
- 16. Contractor to Construct the Works**
16.1 The Contractor shall construct and install the works in accordance with the Specification and Drawings.
- 17. The Works to be completed by the Intended Completion Date**
17.1 The Contractor may commence execution of the works on the Start Date and shall carry out the Works in accordance with program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion date.
- 18. Approval by the Engineer**
18.1 The Contractor shall submit Specifications and Drawings showing the proposed temporary works to the Engineer, who is to approve them if they comply with the specifications and drawings.
18.2 The contractor shall be responsible for design of temporary works.
18.3 The engineer's approval shall not alter the Contractor's responsibility for design of the temporary works.
18.4 The Contractor shall obtain approval of third parties to the design of the Temporary works where required.
18.5 All drawings prepared by the Contractor for the execution of the temporary or permanent works are subject to prior approval by the Engineer before their use.
- 19. Safety**
19.1 The Contractor shall be responsible for the safety of all activities on the site.
- 20. Discoveries**
18.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site is the
20.1 property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instruction for dealing with them.
- 21. Possession of the site**
21.1 The Employer shall give possession of all parts of the Site to the Contractor. If Possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

- 22.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/assembled for the works.

23 Instructions

- 23.1 The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the site is located.
- 23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24 Disputes

- 24.1 If the Contractor believes that a decisions taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Expert within 14(fourteen) days of the notifications of the Engineer's decisions.

25 Procedure for Disputes

- 25.1 The Disputed Review Expert shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 25.2 The Dispute Review Expert shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the type specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decisions is reached by the Dispute Review expert. Either Party may give notice to the other to refer a decision of the Dispute Review Expert to an Arbitrator within 28 days of the Dispute Review expert's written decision. If neither party refers the dispute to arbitration within the next 28 days, the Dispute Review Expert's decision will be final and binding.
- 25.3 The arbitration shall be conducted in accordance with the arbitration procedure stated in the special conditions of contract.

26 Replacement of Dispute Review Expert

- 26.1 Should the Dispute review Expert resign or die, or should the Employer and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract, a new dispute Review Expert will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Dispute Review Expert shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

B. TIME CONTROL

27. Programme

- 27.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangement, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- 27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3 The Contractor shall submit to the Engineer, for approval, an updated programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

27.4 The Engineer's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and compensation.

28. Extension of the Intended Completion Data

28.1 The Engineer shall extend the Intended Completion date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion date without Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

28.2 The Engineer shall decide whether and by how much to extend the Intended Completion date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28.3 The Engineer shall within 14 days of receiving full justification from the contractor for Extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant extension and the contractor may refer the matter to the Dispute Review expert under Clause 24.1.

29. Deleted

30. Delays Ordered by the Engineer

30.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

31.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

32.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the contract price and completion date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C QUALITY CONTROL

33. Identifying Defects

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

34. Test

- 34.1 If the Engineer instructs the contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35. Correction of Defects

- The Engineer shall give notice to the contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.1 Every time notice of a defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.
- 35.2 Every time notice of a defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

36. Uncorrected Defects

- i) If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

37. Bill of Quantities

- The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 37.1 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

- 38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 1 % of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering,
- a) justification for rate adjustment as furnished by the contractor,
 - b) economies resulting from increase in quantities by way of reduced plant, equipment, and overhead costs,
 - (c) entitlement of the contractor to compensation events where such events are caused by any additional work
- 38.2 The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is

- exceeded by more than 15 per cent, except with the Prior approval of the Employer.
- 38.3. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.
- 39. Variations**
- 39.1 All variations shall be included in updated Programme produced by the Contractor.
- 40. Payments for Variations**
- 40.1 The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer Period stated by the Engineer and before the Variation is ordered.
- 41.2 If the work in the variation corresponds with an item description in the Bill of Quantities and if in the opinion of the Engineer, the quantity of work above the limit stated in sub-clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items work.
- 40.3 If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the variation on the Contractor's cost.
- 40.4 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 40.5 The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.
- 41. Cash Flow Forecast**
- 41.1 When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.
- 42. Payment Certificates**
- 42.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2 The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the work in the relevant amounts and under condition set forth in sub-clause 51(3) of the Contract Data (Secured Advance)
- 42.3 The value of work executed shall be determined by the Engineer.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the bill of quantities completed.
- 42.5 The value of work executed shall include the valuation of variations and Compensation Events.
- 42.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 43. Payments**
- 43.1 Payments shall be adjusted for deductions for advance payment, retention, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next

- payment. Interest shall be calculated from the date by which the payment should have been made upto the date when the late payment is made at 12% per annum.
- 43.2 If an amount certified is increased in a latter certificate as a result of an award by the adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this Clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.3 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

- 44.1 The following are Compensation Events unless they are caused by the Contractor
- i) The Employer does not give access to a part of the site by the Possession Date stated in the Contract Data.
 - ii) The Employer modifies the schedule of other contractors in a way which affects the work of contractor under the contract.
 - iii) The Engineer orders a delay or does not issue drawing, specification or instruction required for execution of works on time.
 - iv) The Engineer instructs the Contractor to uncover or to carry out additional test upon work which is then found to have no Defects.
 - v) The Engineer does not approve of a subcontract to be let, within 15 days.
 - vi) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the site investigation reports) from information available publicly and form a visual inspection of the site.
 - vii) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - viii) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract and they cause delay or extra cost to the Contractor.
 - ix) The advance payment is delayed, beyond 28 days after receipt of application and Bank Guarantee.
 - x) The effect on the Contractor of any of the Employer's Risks.
 - xi) The Engineer unreasonably delays issuing a Certificate of Completion.
 - xii) Other Compensation Events listed in the Contract Data or mentioned in the Contract.
- 44.2 If a compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the
Engineer shall adjust the Contact Price based on Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.
- 44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are affected by the Contractor not having given early warning or not having cooperated with the Engineer.

45. Tax

- 45.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

46. Currencies

46.1 All payments shall be made in Indian Rupees.

47. Price Adjustment: Deleted

47.1 Contract price shall be adjusted for increases or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedure and as per formula given in the contract data.

a) The price adjustments shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extension granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the Contractor.

b) The price adjustments shall be determined during each month from the formula given in the contract data.

c) Following expression and meaning are assigned to the work done during each month:-

$R = \text{Total value of work done during the month. It would include the amount of secured advance granted, if any during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variation for which price adjustments will be worked out separately based on the terms mutually agreed.}$

9. To the extent that full compensation for any rise or fall in cost to the contractor is not covered by the provision of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

48. Retention

48.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract data until Completion of the whole of the Works.

48.2 On completion of the whole of the works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

48.3 On completion of the whole works, the contractor may substitute retention money with —on demand||
Bank Guarantee.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of Liquidated damages does not affect the Contractor's liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in sub-clause 43.1.

49.3 If the Contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as liquidated damages for such default and not as penalty for everyday or part of the day which shall elapse

between relevant time for completion and the date stated in the taking over certificate of the whole of the works or the relevant section, subject to the limit stated in the contract data.

The Employer may, without prejudice to any other method of recovery deduct the amount of such damages from any money due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligation and liabilities under the contract.

- 49.4 If, before the Time Completion of the whole of the Works or, if applicable, any section, a Taking – Over certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that section shall, for any period of delay after the date stated in such Taking Over certificate, and in the absence of alternative provisions in the contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this sub-clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50 Bonus :-Deleted

51. Advance Payment

- 51.1 The employer shall make advance payment (not to be paid in less than two installments except in special circumstances for which the reasons to be recorded in writing) to the contractor to the amount stated in the contract data by the date stated in the contract data against the provision by the contractor of an unconditional Bank Guarantee in the form and by bank acceptable to the employer in amount and currencies equal to be at least 110% of the advance payment . The Bank Guarantee shall remain effective until advance payment has been repaid, but amount of guarantee shall be progressively reduced by amount repaid by the contractor. The mobilization advance would be deemed as interest bearing advance at an interest rate of 10 % to be compounded quarterly.

- 51.2 The contractor is to use the advance payment only to pay for equipment, plant and mobilization expenses required specifically for execution of the works. The contractor shall demonstrate that the advance payment has been used in the way by supplying copies of invoices or other documents to the Engineer.

- 51.3 The advance payment shall be repaid by deducting proportionate amounts from payment otherwise due to the Contractor, following the schedule of completed percentages for the work on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of work done, variations, price adjustments compensation Events, or Liquidated Damages.

51.4 Secured Advance

The Engineer shall make advance payment in respect of materials intended for but not yet incorporated in the works in accordance with conditions stipulated in the Contract Data.

52. Securities

- 52.1 The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

53. Deleted

54. Cost of Repairs

- 54.1 Loss or damage to the work or Materials to be incorporated in the works between the start Date and the end of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

55. Completion

- 55.1 The contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

56. Taking Over

- 56.1 The employer shall take over the Site and the Works within seven days of the Engineer issuing a Certificate of Completion.

57. Final Account

- 57.1 The contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and clarify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scopes of the Corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

58. Operating and Maintenance Manuals

- 58.1 If—as built Drawings and / or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the Contract Data.
- 58.2 If the Contractor does not supply the Drawings and / or manuals by the dates stated in the Contracts Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contracts Data from payments due to the Contractor.

59. Termination

- 59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 59.2 Fundamental breaches of Contract include, but shall not be limited to the following:-
- a) The contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
 - b) The Engineer instructs the Contractor to delay the progress of the works and the instruction is not withdrawn within 28 days;
 - c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's Certificate.
 - e) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Engineer.
 - f) The Contractor does not maintain a security which is required;
 - g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contracts data; and

- h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this paragraph —corrupt practice^{ll} means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. —Fraudulent practice^{ll} means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer/Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to established bid prices at artificial non-competitive levels and to deprive the Employer/Borrower of the benefits of free and open competition.^{ll}
- 59.3 When either party to the Contracts gives notice of a breach of contract to the Engineer for a cause other than listed under sub-clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 59.5 If the Contract is terminated the Contracts shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- 60. Payment upon Termination**
- 60.1 If the Contract is terminated because of a fundamental breach of Contracts by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payment received up to the date of this issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contracts Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractors the difference shall be a debt payable to the Employer.
- 60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works , and the contractor's costs of protecting and securing the Works and less advance payments received upto the date of certificate less other recoveries due in terms of the Contracts and less taxes due to be deducted at source as per applicable law.
- 61. Property**
- 60.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be property of the Employer, if the Contract is terminated because of a Contractor's default.
- 62. Release from Performance**
- 62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangement for the engagement of all staff and labour, local or other and for their payment, housing, feeding and transport.

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

2. COMPLIANCE WITH LABOUR REGULATIONS :-

During continuance of the contract, the Contractor and his sub-contractors shall abide at all time by all existing labour enactments and rules made there under, regulations, notification and bye laws of the state or central Government or local authority and any other labour law (including rules), regulations bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulation or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Act/Rules/Regulation including amendments, if any, one of the part of the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no cases shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENT ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

- a) Workmen Compensation Act 1923 :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972 :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishment employing 10 or more employees.
- c) Employees PF and Miscellaneous Provision Act 1952 :- The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - i) Pension or family pension on retirement or death, as the case may be.
 - ii) Deposit linked insurance on the death in harness of the worker.
 - iii) Payment of PF accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951 :- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970 :- The Act provides for certain welfare measure to be provided by the Contractor to Contract labour and in case the Contractor fails to provide, the same are required to be provided, the principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the

designated Officer. The Act is applicable to the establishment or Contractor of Principal Employer, if they employ 20 or more contract labour.

- f) Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Constructions of building, Roads, Runways are scheduled employments.
- g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deduction can be made from the wages of the work.
- h) Equal Remuneration Act: - The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discriminations against Female employees in the matters of transfer, training and promotions etc.
- i) Payment of Bonus Act 1965:- The act is applicable to all establishments employing 20 more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus is to be paid to employees getting Rs. 2500/- per month or above per month only. The Act does not apply to certain establishment. The newly set-up establishments are exempted for five years min certain circumstances. Some of the State Government has reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) Industrial Disputes Act 1947:- The act lays down the machinery and procedure for resolution of Industrial disputes, in what situation a strike or lock-out becomes illegal and what are the requirement for laying off or retrenching the Employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946:- It is applicable to all establishment employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926 :- The Act lays down the procedure for registration of trade unions for workman and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986 :- The Act prohibits employment of Children below 14 years of age in certain occupation and process and provides for regulation of employment of children in all other occupants and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter State Migrant workman's (Regulation of Employment & Conditions of Services) Act 1979 :-

The Act is applicable to an establishment which employs 5 or more inter-state migrant workman through an intermediary (who has recruited workman in one state for employment in the establishment situated in another state). The Inter State migrant workman in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical maid, traveling expenses from up to the establishment and back, etc.
- o) The building and other Construction workers (Regulation of Employment and Conditions of service) Act 1996 and the Case Act of 1996 :- All the establishment who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay excess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948 :- The act lays down procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

3. ARBITRATION (GCC CLAUSE 25.3)

The procedure for arbitration will be as follows:-

- (a) In case of dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitrations and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators.
- (b) The Arbitral Tribunal shall consist of three Arbitrators on each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the *Council, Indian Roads Congress.
- (c) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Council, Indian Roads Congress shall appoint the arbitrator. A certified copy of the order of the Council, Indian Roads Congress, making such an appointment shall be furnished to each of the Parties.
- (d) Arbitration proceedings shall be held in India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- (e) The decisions of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Performance under the contract shall continue during the arbitration proceeding and payments due to contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

SECTION 4

CONTRACT DATA

Contract Data

Clause Reference
With respect to section 3

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

1. The Employer is
Name : **GM (Tech), NHIDCL.**
Address : **PTI Building, 3rd floor, 4, Parliament Street, New Delhi -110001**
2. The Engineer is: **GM (Tech), Branch Office, NHIDCL, Imphal.**
Name of authorized Representative:- **GM (Tech), Branch Office, NHIDCL, Imphal.**
3. The Dispute Review Expert appointed jointly by the Employer and Contractor is
Name : **To be Appointed by the Secretary IRC as and when the need arises.**
Address :
4. The Defect Liability is 365 days from the date of completion.
5. The Start Date shall be 15 (Fifteen) days from the date of issue of the Notice to proceed with the work.
6. The intended completion Date for the whole of works is **12(Twelve)** months after start of work with the following milestones.

Milestone dates :

Milestone	Physical works to be completed	Period from start date
1	50%	6months
2	100%	12 months
7. The road from Khongsang to Tamenglong (NH-137) starts from km.106 of NH-53 (New NH No.37). The total length of this road is about 40km and it provides connectivity to Tamenglong District Headquarter in the State of Manipur.
8. The name and identification number of the Contract is :- **NHIDCL/Manipur/ Maintenance/ Tamenglong- Khongsang dt. 13.07.2016**
9. The work consist of
 - a) Restoration of pavement with WBM Gr I and GrII each of 75mm thick, primer coat, Tack coat and wearing course with PC & SC including protection work with W-beam crash barrier.

(A) Road Works

Site clearance; setting-out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road/parallel service road; bituminous pavements remodeling/construction of junctions, intersections, bus bays, lay bays; supplying and placing of drainage channels, flumes, guard posts and guard other related items; construction /extension of cross drainage works, bridges, approaches and other related stones; road markings, road signs and kilometer/ hectometer stones; protective works for roads/bridges; all aspects of quality assurance of various components of the works; rectification of the defects in the completed works during the Defects Liability Period; submission of —Asbuilt drawings and any other related documents; ad other item of work as may be required to be carried out for completing tie works in accordance with the drawings and provisions of the contract to ensure safety.

(B) Other Items

Any other items as required to fulfill all contractual obligations as per the Bid documents.

[Cl. 1.1]

10. The following documents also form part of the Contract: [Cl. 2.3(9)]
11. The law which applies to the Contract is the law of Union of India [Cl. 3.1]
12. The language of the Contract documents is English [Cl. 3.1]
13. Limit of subcontracting 50% of the Initial Contract Price [Cl. 7.1]
14. The Schedule of Other Contractors [Cl. 8]
15. The Schedule of Key Personnel As per Annex.-II to Section I [Cl. 9]
16. The minimum insurance cover for physical property, injury and death [Cl. 13] is Rs.5 lakhs per occurrence with the number & occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.
17. Site investigation report [Cl.14]
18. The Site Possession Dates shall be 15 (fifteen) days from the date of issue of letter to start the work. [Cl. 21]
19. Fees and types of reimbursable expenses to be paid to the Dispute Expert [Cl. 25]
(To be fixed by Council of Indian Road Congress)
20. Appointing Authority for the Dispute Review Expert –Secretary, Indian Roads Congress, New Delhi. [Cl. 26]
21. The period for submission of the program for approval of Engineer shall be 21 (twenty one) days from the issue of Letter of Acceptance. [Cl. 27.1]
22. The period between program updates shall be 45 (Forty five) days. [Cl.27.3]
23. The amount to be withheld for late submission of an updated Program shall be **1% of contract value**. [Cl. 27.3]
24. The following events shall also be Compensation Events: [Cl. 44]
 - i. Substantially adverse ground conditions encountered during the course of
 - ii. execution of work not provided for in the bidding document
 - iii. Removal of underground utilities detected subsequently
 - iv. Significant change in classification of soil requiring additional mobilisation by the contractor, e.g. ordinary soil to rock excavation,
 - v. Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor
 - vi. Artesian conditions
 - vii. Seepage, erosion, landslide
 - viii. River training requiring protection of permanent work

Clause Reference with respect to section 3

- ix. Presence of historical, archeological religious structures, monuments interfering with the works
 - x. Restriction of access to ground imposed by Civil, judicial, or military authority
25. The currency of the Contract is Indian Rupees. [Cl. 46]
26. The formula (e) for adjustment of prices are: [Cl. 47]
R = Value of work as defined in Clause 47.1 of Conditions of Contract

Adjustment for Labour component

- (i) Price adjustment for increase or decrease in the cost due to Labour shall be paid in accordance with the following formula:

$$VL = 0.85 \times P1/100 \times R \times (Li - Lo)/Lo$$

VL = increase or decrease in the cost of work during the month under Consideration due to changes in rates few local Labour.

Lo = the consumer price index for industrial_ workers for the State on 28 days preceding the date of opening of Bids as published by Labour Bureau, Ministry of Labour Government of India.

Li = the consumer price index for industrial workers for the State for the under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

P1 = Percentage of Labour component of the work.

Adjustment for cement component

- (ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$Vc = 0.85 \times Pc/100 \times R \times (Ci - Co)/Co$$

Vc = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

Co = The all India wholesale price index for cement on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

C1 = The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi

PC = Percentage of cement component of the work

Adjustment for steel component

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$$VS = 0.85 \times PS/100 \times R \times (Si - So)/So$$

VS = Increases or decrease in the cost of work during the month under consideration due to changes in the rates for steel

SO = The all India wholesale price index for steel (Bars and Rods) on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

Si = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi

PS = Percentage of steel component of the work

Clause Reference with respect to section 3

Adjustment of bitumen component

- (iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_i - B_o) / B_o$$

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

B_o = The official retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.

B_i = The official retail price of bitumen. of IOC depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work

Adjustment of POL (fuel and lubricant) component

- (v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following

formula: $V_f = 0.85 \times P_2 / 100 \times R \times (F_1 - F_o) / F_o$

V_f = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

F_o = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the day 28 days prior to the date of opening of Bids.

F_1 = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month of the under consideration.

P_f = Percentage of fuel and lubricants component of the work.

Adjustment for Plant and Machinery Spares Component

- (vi) Price adjustment for increase or decrees. in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

$$V_p = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o$$

V_p = Increase or decrease in the cost of work during the month under consideration due to changes in rates for plant and machinery spares

P_o = The all India wholesale price index for heavy machinery and parts on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

P_1 = The all India average wholesale price index for heavy machinery and parts for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

[Cl. 49]

P_p = Percentage of plant and machinery spares component of the work.

Adjustment of Other materials Component

- (vii) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

[Cl. 49]

$$V_m = 0.85 \times P_m / 100 \times R_x (M_i - M_o) / M_o$$

V_m = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

[Cl.50]

M_0 = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.

[Cl.50]

The all India wholesale price index (all commodities) for the month under consideration as

M_i = published

by Ministry of Industrial Development, Government of India, New Delhi.

[cl.51 & 52]

P_m = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for to section 3 the entire contract:

1. Labour-P1	25%
2. Cement - Pc	5%
3. Steel-Ps	5%
4. Bitumen – P6	10 %
5. POL-Pf	5%
6. Plant & Machinery Spares - Pp	5 %
7. Other materials - Pm	45%
Total	100%

27. The proportion of payments retained (retention money) shall be 6% from each bill subject to a maximum of 5% of final contract price. [Cl. 48]

- 28 Amount of liquidated damages for delay in completion of works For Whole of work(1/2000)th of the [Cl. 49]
Initial Contract Price, rounded off to the nearest Thousand, per day.

- Maximum limit of liquidated damages
29 for 10 per cent of the Initial Contract [Cl 49]
delay in completion of work. Price rounded off to the nearest thousand.

- 30 Amount of Bonus for early completion of whole of the works [Cl.50]

- 31 Maximum limit of bonus for early completion of work [Cl.50]

- 32 The amounts of the advance payment are:

Sl.	Nature of Advance	Amount (Rs.)	Conditions to be fulfilled	
i	Mobilization	10% of the Contract price	The employer shall make advance payment (not to be paid in less than two installments except in special circumstances for which the reasons to be recorded in writing) to the contractor to the amount stated in the contract data by the date stated in the contract data against the provision by the contractor of an unconditional Bank Guarantee in the form and by bank acceptable to the employer in amount and currencies equal to be atleast 110% of the advance payment . The Bank Guarantee shall remain effective until advance payment has been repaid ,but amount of guarantee shall be progressively reduced by amount repaid by the contractor . The mobilization advance would be deemed as interest bearing advance at an interest rate of 10 % to be compounded quaterly.	[Cl.51 &52]
ii	Equipment	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract price.	After equipment is brought to site (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance.	
iii	Secured advance for non-perishable materials brought to site	75% of Invoice value.	<p>a) The materials are in accordance with the specification for Works;</p> <p>b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks.;</p> <p>c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer</p> <p>d) Th. contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of</p>	

ownership and payment thereof;

e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and

f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.

34. Repayment of advance payment for mobilization and equipment: [Cl.51.3]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 20 per cent of the Contract Price or 6 (Six) months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20 percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 28.

33. Repayment of secured advance: [Cl.51.4]

The advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid pursuant to Clause 51.4 of G.C.C.] have been incorporated into the Works.

35. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract

Price: [Cl. 52]

Performance Security for 5 per cent of contract price plus Rs. (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5.

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

36. The Schedule of Operating and Maintenance Manuals _____ N/A [Cl. 58]

37. The date by which —as-built drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl. 58]

38. The amount to be withheld for failing to supply —as built drawings by the date required is Rs..... (1% of the value of the work executed). [Cl. 58]

39. The following events shall also be fundamental breach of contract: [Cl. 59.2]
—The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC.

40. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 (Twenty) per cent. [3, Cl. 60]

SECTION 5
TECHNICAL SPECIFICATION

5. TECHNICAL SPECIFICATIONS

- 5.1 The technical specifications shall be the specifications detailed in the publication “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS” (Fifth Revision, 2013) of the Ministry of Road Transport and Highway’s published by the Indian Roads Congress with its latest amendments.

Note:-

The technical specification contained herein shall be read in conjunction with the various other documents forming the bid. These specifications shall apply to all the works as are required to be executed under the contract.

Unless otherwise stipulated, all the works will have to be executed conforming to the clauses of MORT&H’s specification for road & bridge works (5th Revision, 2013). In the absence of any definite clauses/Provisions/specifications on any particular issue/item of works in the MORT&H’s specification, reference may be made to the IRC Code (updated). IS Codes may also be referred where IRC Codes are silent on that issue/item of work. Where even IS Codes are silent, the APWD specifications are to be followed. If none of the above can be applied, the construction of works will have to be executed conforming to the sound Engineering practice as approved by the Engineer-in-Charge. In case of any dispute arising out of the interpretations on the above, the decision of the Engineer-in-Charge shall be final and binding on the contractor.

The words like contract, contractor, Engineer, (Synonymous with Engineer-in-Charge), Employer, works and worksite used in the specification shall be considered to have the meaning as understood from the definitions of these terms given in the condition of the contract.

The following abbreviations shall have the meaning as given below:-

AASHTO	American Association of State Highway and Transportation Officials.
ASTM	American Society for Testing and Materials.
BS	British Standard Published by the British Standards Institution.
CBR	California Bearing Ratios.
IRC	Indian Road Congress.
IS	Indian Standard Published by the Bureau of Indian Standards.
MOS, RT&H	Ministry of Shipping, Road Transport and Highways.

SECTION 6

FORM OF BID

Form of Bid
[Financial (Section 6)]

Description of the work : **TEMPORARY RESTORATION OF TAMENGLONG – KHONGSANG ROAD (NH-137) OF ABOUT 40KM LENGTH IN THE STATE OF MANIPUR**

Bid No.: NHIDCL/Manipur/Maintenance/Tamenglong-Khongsang dated 13/07/2016

To : GM Tech
National Highways & Infrastructure Corporation Limited.
New Delhi

Address : PTI Building, 3rd Floor, 41- Parliament Street New Delhi-110001

Sir,

We offer to execute the works described above and remedy any defect therein in conformity with the condition of contract, specifications, drawings, bill of quantities and addenda for the sum(s) of

1. We undertake if our bid is accepted to commence the work as soon as is reasonably possible after the receipt of the Engineer's Notice to commence , and to complete the whole of the work(s) comprised in the contract within the time stated in the document.
2. We agree to abide by this bid for the period of 120 (one hundred twenty) Days from the date fixed for receiving the same and it shall remain binding upon us and may be extended at any time before the expiration of that period.
3. Unless and until a formal agreement is prepared and executed this bid together with your written acceptance thereof shall constitute a binding contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.
5. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and client regarding any, financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application, or with regard to the resources experience, and competence of the Applicant.
6. We accept the appointment of Shri. NAas the Dispute Review Expert.
Or
7. We do not accept the appointment of Shri. NA.as the Dispute Review Expert and propose instead that Shri to be appointed as Dispute Review Expert, whose Bio Data is attached.

Dated this.....day of 20

Signature..... in the capacity of
.....

Name.

Duly authorized to sign bids for an on behalf of
(in block capitals or typed)

(in block capitals or typed)

Address:-----

Witness:-

Signature :- -----

Name :- -----

Address:-----

Occupation:-----

SECTION 7

BILL OF QUANTITIES

BILL OF QUANTITY

Name of Work: Temporary restoration of Tamenglong – Khongsang road (NH-137) of about 40km length in the State of Manipur

Estimated Cost : Rs. 12,07,13,779.00 **Bid Security :** Rs. 24,14,000/- **Time Allowed :-** 12(Twelve) Months

Bidder Name :

SCHEDULE OF WORKS

Sl.	Description of work	No./Qty.	Unit	Rate	AMOUNT Rs.
1	Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with 3 wheeled steel/ vibratory roller 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening/ binding Materials to fill up the interstices of coarse aggregate, watering and compacting to the required density.				
	(i) Grading - II	4908	cum		
	(ii) Grading - III	4908	cum		
2	Providing and applying Tack coat with bitumen emulsion on prepared surface of granular base including clearing of road surface and spraying primer using mechanical means on WBM/WMM surface treated with primer @ 0.25-0.30kg/sqm as per clause 503 of Ministry of Road Transport & Highways Specifications for Road and Bridge Works (Fifth Revision)	150000	sqm		
3	Providing and applying primer coat with bitumen emulsion on prepared surface of granular Base including clearing of road surface and spraying primer at the rate of 0.60 kg/sqm using mechanical means.	150000	sqm		
4	Providing, laying and rolling of open - graded premix surfacing of 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates either using penetration grade bitumen or cut-back or emulsion to required line, grade and level to serve as wearing course on a previously prepared base, including mixing in a suitable plant, laying and rolling with a smooth wheeled roller 8-10 tonne capacity, finished to required level and grades.	150000	sqm		
5	Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using Type-A and B seal coats.	150000	sqm		
6	Providing and erecting a "W" metal beam crash barrier comprising of 3 mm thick corrugated sheet metal beam rail, 70 cm above road/ground level, fixed on ISMC series channel vertical post, 150 x 75 x 5 mm spaced 2	3175	Rm		

	m centre to centre, 1.8 m high, 1.1 m below ground/road level, all steel parts and fittings to be galvanised by hot dip process, all fittings to conform to IS:1367 and IS:1364, metal beam rail to be fixed on the vertical post with a spacer of channel section 150 x 75 x 5 mm, 330 mm long complete as per clause 810.				
	Total				

Note:-

1. Item for which no rate or price has been entered in, will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities. (Refer : ITB Clause 13.2 and GCC Clause 43.3)
2. Unit rates and prices shall be quoted by the bidder in Indian Rupee (ITB Clause 14.1).

SECTION 8

SECURITIES AND OTHER FORMS (to be filled by Bidder/Employer)

BID SECURITY (BANK GURANTEE)

WHEREAS _____ [name of Bidder] (hereinafter Called —the Bidder) has submitted his Bid dated (date) for the Construction of (Name of Contract hereinafter called —the Bid').

KNOW ALL PEOPLE by these presents that We
(Name of Bank) of (Name of country) having our registered office at (Hereinafter called _the Bank) are bound unto _____ [name of Employer] (hereinafter called —the Employer) in the sum of *for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this Day of, 20.....

THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his bid during the period of Bid validity Specified in the Form of Bid;

Or
2. If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity
 - a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidder, if required: or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the instruction to Bidders; or
 - c) Does not accept the Correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer wilt note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date,45 days after the deadline for Validity of the Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

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.

Bank Guarantee has been 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

DATE

SIGNATURE

WITNESS

SEAL

.....
[Signature, name and address)

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

*The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees
This figure should be the same as shown in Clause 16. of the Instructions to Bidders.

PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]
_____ [address of Employer]

WHEREAS [Name and address of contractor] (Hereinafter called —the Contractor) has undertaken, in pursuance of Contract No to execute [Name of contract and brief description of works] (Hereinafter called —the Contract])

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of[amount of guarantee] _____ (in words), 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 limit of[amount guarantee] as aforesaid without your needing to prove or to show grounds or reasons for our demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

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.

Bank Guarantee has been 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

Signature and Seal of the
guarantor.....

Name of

Bank.....

Address.....

....

Date.....

*An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees

BANK GUARANTEE FOR ADVANCE PAYMENT

To

_____ [name of Employer]
_____ [address of Employer]
_____ [address of Contractor]

Gentlemen

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 —(Advance Payment of the above-mentioned Contract. _____ [name and address of Contractor] (hereinafter called —the Contractor) shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of
[amount of Guarantees]* [In words].

We, the [bank of the financial institution], as instructed the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding [amount of guarantee] * [In words].

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed thereunder or of any of the Contract documents which may be made between [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [Name of Employer] receives full repayment of the same amount from the Contractor.

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.

Bank Guarantee has been 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

Yours Truly,

Signature and Seal

Name at flank / Financial Institution

Address.....

Date

*An amount shall lie inserted by the Bank or Financial Institution represented the amount of the Advance Payment and dominated in Indian Rupees.

INDENTURE FOR SECURED ADVANCES FORM 31

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

This indenture made the day of..... 20 BETWEEN (Hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) on the one part and the Employer of the other part.

Whereas by an agreement dated (Hereinafter called time said agreement) the contractor has agreed

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and Labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees, on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees on or before the execution of these presents paid to the Contractor by the Employer (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the President and declare as follows :

- 1) That the said sum of Rupees so advanced by the Employer to the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- 2) That the materials detailed in the said Account of Secured Account of Secured Advance which have been offered to and accepted by the Employer as security are absolutely the contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of material which are not absolutely his own property and free from encumbrance of any kind and the Contractor indemnified the Employer against all claim to any materials in respect of which an advance has been made to him as aforesaid.
- 3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance may hereafter be made as aforesaid (hereinafter called the said material) shall be used by the Contractor (solely in the execution of the said works in accordance with the directions of the Engineer.
- 4) That the contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part of thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof of the Contractor will forthwith replace the same with oilier materials of like quality or repair and make good the same required by the Engineer.

- 5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
- 6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payment are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts if the advances made under these presents were calculated.
- 7) That if the Contractor shall at any time make any default in, the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advance that may still be owing of the Employer shall immediately run the happening of such default he repayable by the contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the contractor and the contractor hereby convenient and agrees with the Employer to reply and play the same respectively to him accordingly.
- 8) That the Contractor hereby charges ill tire strict materials with the repayment to the Employer of the said of Rupees and any further sum of sums advanced as aforesaid and all cost, charges damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and prejudice to the power contained therein if and whenever the convenient for payment and repayment here-in-before contained shall become enforceable and the money owing shall not paid in accordance there with Employer may at any time thereafter adopt all or any of the following courses is he may deem best:
 - a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.
 - b) Remove and sell by public auction the seized materials or any part there of and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
 - c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
9. That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
10. That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these- presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been he-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the tire being in force shall apply to any such reference.

SECTION 9 DRAWINGS

SECTION 10
FORMATS FOR SUBMISSION

**DOCUMENTS/ CERTIFICATES TO BE SUBMITTED AS PART – I – PREQUALIFICATION FOR
TECHNICAL PROPOSAL BID**

(A) UNDER COVER I

SL.	DOCUMENTS	FORMAT FOR UPLOADING
1.	Scan Copy of Bid Security	PDF
2.	Scan Copy of Tender Fee.	PDF
3.	Methodology and Program of Execution	PDF
4.	Execution Certificate of Similar Work (Form 3A)	PDF
5.	Letter of Application	PDF

(B) UNDER MY DOCUMENT (AS PER PRESCRIBED FORMAT)

SL.	DOCUMENTS	FORMAT FOR UPLOADING
1.	Registration Certificate.	PDF
2.	Joint venture Document/ Partnership Deal (Where applicable)	PDF
3.	Permanent Account No (PAN) / Taxpayer Identification No. (TIN)	PDF
4.	Power of Attorney of the Signatory (Where Applicable).	PDF
5.	Affidavit for correctness of Bid (As per Format).	PDF
6.	Average Annual Turn Over (Clause 4.5.3.a)	PDF
7.	Bankers Details.	PDF
8.	Audited Balance Sheet for last 5 (five) years.	PDF
9.	Bank Certificate for Credit Facility (As per Format).	PDF
10.	Undertaking for cash investment (As per Format).	PDF
11.	Litigation Details (Clause 4.5.8).	PDF
12.	Machinery / Equipment Capability (Clause 4.5.5).	PDF
13.	Manpower / Personnel Capability (Clause 4.5.4).	PDF
14.	List of works executed (As per Format).	PDF
15.	Financial Capability.	PDF
16.	Undertaking for validity (As per Format).	PDF
17.	Proposal for Sub Contracting (Where applicable)	PDF
18.	Existing Commitments (As per Format).	PDF
19.	Quality Assurance Programme.	PDF
20.	Organisational Structure & Chart	PDF

INSTRUCTIONS FOR APPLICANTS

General Information

All individual firms and each partner of a joint venture applying for the Bid are requested to complete all the information in this form. No clauses or columns should be left blank unless instructed so or where separate sheets are required (in which case the appended sheet should be clearly indicated in the relevant column or clause). Where a specific clause does not pertain to the particular work than the word —Does not Arise should be inserted. Additional sheets where required are to be appended and additional information where required may be also appended as annexure. Nationality information is to be provided for all owners or applicants who are partnerships or individually-owned firms.

Where the Applicant proposes to use named subcontractors for critical components of the works or for work contents in excess of 10 percent of the value of the whole works, the required information should also be supplied for the subcontractor(s).

LETTER OF APPLICATION

Description of the work : **Temporary restoration of TAMENGLONG – KHONGSANG road (NH-137) of about 40km length in the State of Manipur**

Bid No. : NHIDCL/Manipur/Maintenance/Tamenglong-Khongsang dt.13.07.2016

To : **GM (Tech)
NHIDCL,
New Delhi.**

Address : **PTI Building, 3rd floor,4, Parliament Street, New Delhi-110001**

Sir,

Being duly authorised to represent and act on behalf of
..... (hereinafter —the Applicant), and having reviewed and fully understood all the qualification information provided, the undersigned hereby apply for the following contract (s)

Sl. No.	Contract Number	Contract Name
1	NHIDCL/Manipur/Maintenance/Tamenglong-Khongsang dt.13.07.2016	TEMPORARY RESTORATION OF TAMENGLONG – KHONGSANG ROAD (NH-137) OF ABOUT 40KM LENGTH IN THE STATE OF MANIPUR

Note: - The Applicant is to delete, in ink, any contract for which he does not wish to qualify, and sign and date the deletion.

2. Attach to this letter are copies of original documents defining
 - a) The Applicant's legal status;
 - b) The Principal place of business; and
 - c) The place of incorporation (for applicants who are corporations); or the place for registration and the nationality of the owners (for applicants who are partnership or individually-owned firms)
 - d) Authority letter (s) for signatory (ies).
3. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and client regarding any, financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application, or with regard to the resources experience, and competence of the Applicant.
4. Your Agency and its authorized representatives may contact the following persons for further information:
(B)

General and managerial enquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Personnel enquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Technical enquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Financial enquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

5. This application is made in the full understanding that:

- a) bids by qualified applicants will be subject to verification of all information submitted for qualification at the time of bidding;
- b) your Agency reserves the right to:
amend the scope and value of any contracts/bid under this project; in such event, bids will only be called from qualified bidders who meet the revised requirements; and reject or accept any application, cancel the qualification process, and reject all applications and
- c) your Agency shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.

6. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.

7. We confirm that in the event that we bid, that bid as well as any resulting contract will be:

- a) signed so as to legally bind all partners, jointly and severally; and
- b) submitted with a joint venture agreement providing the joint and several liability of all partners in the event the contract is awarded to us.

8. The undersigned declare that the statement made and the information provided in the duly completed application are complete, true and correct in every detail.

Signed	Signed
Name	Name
For and on behalf of {name of Applicant of a joint venture)	For and on behalf of {name of partner)
Signed	Signed
Name	Name
For and on behalf of {name of partner}	For and on behalf of {name of partner}

Signed	Signed
Name	Name
For and on behalf of {name of partner}	For and on behalf of {name of partner}

Dated this.....day of 200 .

Signature.....in the capacity of

.....

Duly authorized to sign bids for an on behalf of
(in block capitals or typed)

Name:-

Address:
.....
.....

Witness :-

Signature

Name

Address:.....
.....

Occupation:.....
.....

APPLICATION FORM (1A)
Structure and Organisation

1. The applicant is _____
 (a) an individual
 (b) a proprietary firm
 (c) a firm in partnership
 (d) a Limited Company or Corporation
 (e) a group of firms /joint venture
 (If yes give complete information in respect of each partner)
2. Attach the Organisation Chart showing the structure of Organisation, including the names of the Director and position of officers. _____
3. Number of years of experience:
 (a) as a Prime contractor (contractor shouldering major responsibility)
 (i) in own country _____
 (ii) other countries (specify country) _____
 (b) in a Joint Venture
 (i) in own country _____
 (ii) other countries (specify country) _____
 (c) as sub-contractor in (specify main contractor)
 (i) in own country _____
 (ii) other countries (specify country) _____
4. For how many years has your Organisation been in business of similar work under its present name? What were your fields when your Organisation was established? _____
 Whether any new fields were added in your Organisation? And if so, when? _____
5. Were you ever required to suspend construction for a period of more than six months continuously after you started? If so, give name of project & give reasons thereof. _____
6. Have you ever left the work awarded to you incomplete? (If so, give name of project & reasons for not completing work). _____
 In which fields of civil engineering construction do you
 7. claim _____
 specialization and interest _____
8. Give details of your soil and material testing laboratory, if any. _____
10. Give details of your experience in mechanized granular pavement construction _____
11. Give details of your experience in construction of asphaltic overlays. _____

12. Enclose a chart of proposed organization

APPLICATION FORM (2)

General Experience Record

Name of Applicant or partner of a Joint Venture

All individual firms and all partners of a joint venture are requested to complete the information in this form.
The information supplied should be the annual turnover of the Applicant (or each member of a joint venture) in terms of the amounts billed to clients for each year for work in progress or completed.

Use a separate sheet for each partner of a joint venture.

Annual turnover data (construction works only)			
Sl.	Year	Turnover (Indian Rupees in Crores)	Remarks
1	2011-12		
2	2012-13		
3	2013-14		
4	2014-15		
5	2015-16		

APPLICATION FORM (2A)

Joint Venture Summary

Sl.No.	Name of all partners of a Joint Venture
1.	Lead Partner
2.	Partner
3.	Partner

Total value of annual construction turnover, in terms of work billed to clients, in India Rupees, converted at the rate of exchange at the end of the period reported:

<i>Annual turnover data (Construction works only, US\$ equivalent)</i>							
Sl.No.	Partner	Form 2 Page No.	Year 1	Year 2	Year 3	Year 4	Year 5
1.	Lead Partner						
2.	Partner						
3.	Partner						
Total							

Indicate responsibility in respect of planning, finance, construction equipment, key personnel and execution of the work of the lead firm of the joint venture and of each of the Joint Venture Partners:

Details regarding financial responsibility and participation (Percentage share in the total) of each firm in the Joint Venture. Attach a memorandum of Understanding for the proposed Agreement of Joint venture which should lay down responsibility regarding work and financial arrangements in respect of each of the firms in the Joint Venture (Refer Para 2.7)

APPLICATION FORM (3)

Summary Sheet : Details of Work Executed.

Name of Applicant

Work performed as prime contractor, work performed in the past as a nominated subcontractor will also be considered provided the sub-contract involved execution of all main items of work described in the document, provided further that all other qualification criteria are satisfied (in the same name) of *works of similar nature over the last five years***.

Project Name	Name of The Employer*	Description of work	Contract No.	Value of Contract (Rs. In crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks Explaining Reasons for delay

** Attach certificate from the engineer in charge in prescribed format (Form 3A). Not below the rank of Executive Engineer/ Divisional Engineer.*

*** Immediately preceding the financial year in which bids are received. Attach Certificate from the Chartered Accountant.*

ANNEXURE TO APPLICATION FORM 3(A)

WORK COMPLETION CERTIFICATE

WORK COMPLETED DURING 20 -

20

UNDER

•

1. ***Name of work :-***
2. Job No. :-
3. Name of Agency :-
4. Nominated Sub-Contractor (50 %) :-
5. Sanctioned Cost :-
6. Agreement No. :-
7. Date of Commencement :-
8. Actual Date of Completion :- .
10. Stipulated Date of Completion :-
11. Physical Progress :-
12. Tendered Cost :-
13. Completion Cost :-
14. ***Scope of Work as per Agreement :-***

Sl. No.	Item	
1		
2		
3		
4.		
5.		
6.		
7		

14. **General Remarks (Mentioning Litigation history if any and performance):-**

**Signature of the
Engineer in Charge
Not below the rank of
Executive Engineer/ Divisional Engineer**

APPLICATION FORM (4)

Summary Sheet: (A) Current Contract Commitments/Works in Progress

Name of Applicant :-

Applicants and each partner to an application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

(Separate sheets may be used and appended herewith)

Sl.	Name of Contract	Name of Client	Contract Value	Stipulated Date of Completion	Value of Outstanding work #	Anticipated Completion Date
1						
2						
3						
4						
5						
6						

(B) Works for which bids already submitted

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs.Cr.)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

The data may be provided in separate sheet as per the above format and attached herewith.

Attach certificate(s) from the Engineer in Charge

APPLICATION FORM (5)

Personnel Capabilities

Name of Applicant

For specific positions essential to contract implementation, applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position: The data on their experience should be supplied in separate sheets using one Form (5A) for each candidate.

List of Key Personnel to be deployed on Contract Work [Reference Cl. 4.5 (B) (a)]

Sl.	Personnel	Qualification	Nos. of Personnel
1	Project Manager		
2	Site Engineer		
3	Plant Engineer		
4	Quantity Surveyor		
5	Soil & Material Engineer		
		Total =	

APPLICATION FORM (5A)

Candidate Summary

Name of Applicant

Position		Candidate * Prime *Alternative
Candidate Information	1. Name of Candidate	2. Date of Birth
	3. Professional Qualifications	
Present Employment	4. Name of employer	
	Address of employer	
	Telephone	Contact (Manager/personnel Officer)\
	Fax	Telex
	Job title of Candidate	Years with present employer

Summarize professional experience over the last 10 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

From	To	Company / Project / Position in relevant technical & management experience

APPLICATION FORM (6)

Equipment Capabilities

Name of Applicant

The Applicant shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and all items of equipment listed in the Instructions to Applicants. A separate Form (6A) shall be prepared for each item of equipment listed in Para 2.6.5 of the Instructions to Applicants, or for alternative equipment proposed by the Applicant.

List of Key Plant & Equipment to be deployed on Contract Work [Reference Cl. 4.5 (B) (a)]

Sl.	Type of Equipment	Maximum Age as On 30.07.2016	Nos.	Availability Proposals		Remarks
				Owned/ Leased to be procured	Nos./ Capacity	
1.	Hydraulic rig (Hydraulic Rotary rig machine)					
2.	Excavators/ Dozers					
3.	Motor Graders					
4.	Cranes(Mobile) 20 Ton capacity					
5.	Concrete Batching Plants (30 cum/hr)					
6.	Vibratory Road Roller + pneumatic rollers					
	Stressing Jacks					
7.	Grouting sets					
8.	Tremic concreting set					
9.	Concrete pumps					
10.	Transit Mixers					
11.	Trucks/Tippers/Dumpers					
12.	Generators 500/kwh capacity					
13.	Air Compressors					
14.	Smooth Wheeled Roller					
15.	Sensor Paver Finisher					
16.	All necessary equipment for conducting all necessary tests shall be provided at the site laboratory by the contractor at his own coat.					
17.						
		Total				

APPLICATION FORM (6A)

Equipment Summary

Name of Applicant

Item of equipment		
Equipment	1. Name of manufacturer	
	2. Model and power rating	
	3. Capacity	
	4. Year of manufacture	
Current status	5. Current location	
	6. Details of current commitments	
Source	1. Indicate source of the equipment <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured </div>	
Omit the following information for equipment owned by the Applicant or partner.		
Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the Project	

APPLICATION FORM (6B)

Proposed sub-contracts and firms involved [Refer ITB Clause 4.3 (k)]

Name of Applicant

Sub-Contractor (Name & Address)	Value of Sub-Contract	Experience in Similar work

- ☐ Attach certificate from Engineer in Charge
- ☐ The above data may be given in a separate sheet and appended herewith.

APPLICATION FORM (7)

Financial Capability

Name of Applicant

Applicants, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Applicants. Each applicant or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Banker	Name of Banker	
	Address of Banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in Indian Rupees (IRs.) (at the exchange rate current at the end of each year) for the previous five year. Based upon known commitments, summarize projected assets and liabilities in IRs. equivalent for the next two years. *(Amount in Indian Rupees in Crores)*

Financial information in Indian Rupees	Actual: Previous five years					Projected: Next two years	
	2011-12	2012-13	2013-14	2014-15	2015-16	6	7
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profit before taxes							
6. Profit after taxes							

Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments (Instructions to Applicant; Para 3.5).

Sl. No.	Source of financing	Amount in Indian Rupees

Attach audited financial statements for the last five years (for the individual applicant or each partner of a joint venture).

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required.

APPLICATION FORM (8)

Litigation History

Name of Applicant

Applicants, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting firm contracts executed in the last five years or currently under execution (Instructions to Applicants, para 2.6.. A separate sheet should be used for each partner of a joint venture.

Year	Award FOR or AGAINST Applicants	Name of Client, cause of litigation, and matter in dispute	Dispute amount (current value in Indian Rs.)	Actual Awarded amount in Indian Rs.

APPLICATION FORM (9)

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING) EXPELLING OF TENDERER OR ABANDON-ENT OF WORK BY TENDERER

Name of Applicant

1	(a)	Has the Applicant or its constituent partners have a consistent history of litigation awarded against himYES/NO
	(b)	If yes, give details	
2	(a)	Has the Applicant or any of its constituent partners been debarred/expelled by any Agency in India during the last 5 years, excepting on account of reason other than non-performance, such as rescinding of joint venture due to most experienced partner of joint venture' palling out, court directions leading to breaking up of a joint venture before start of work.YES/NO
	(b)	If yes, give details	
3	(a)	Has the Applicant or any of its constituent partners abandoned any contract work in India, during the last 5 years.YES/NO
	(b)	If yes, give details	
4	(a)	Has the Applicant or any of its constituent partners been declared bankrupt during the last 5 years.YES/NO
	(b)	If yes, give details, including present status	

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR
AVAILABILITY OF CREDIT FACILITIES**

(CLAUSE 4.2 (i) OF ITB)

BANK CERTIFICATE

This is to certify that M/s. _____
_____ is a reputed company with a good financial standing. If the contract for the work, namely

_____ is awarded to the above
firm, we shall be able to provide over/draft/credit facilities to the extent of Rs.

_____ to meet
their working capital requirements for executing the above contract during the contract period.

Signature

(Name)

Name of Bank

Senior Bank Manager

Address of the Bank

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made herewith and in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firms M/s _____

_____ have abandoned any work on National Highways in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department's Project implementing agency.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE _____

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____
_____ would invest a minimum cash up to 25% of the value of the work during
implementation of the Contract.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

UNDERTAKING

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

(Signed by an Authorised Officer of the
Firm)

Title of
Officer

Name of Firm

DATE

(Form-VII)

Photo **Photo**



Format of Curriculum Vitae (CV) For Proposed Key Staff

1. Proposed Position: _____
2. Name of Staff: _____
3. Date of Birth : _____ **(Please furnish proof of age)**
4. Nationality: _____

5. Educational Qualification:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Please furnish proof of qualification)

6. Membership of Professional Societies: _____
7. Publication:

(List of details of major technical reports/papers published in recognized national and international journals)

8. **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. For experience **period of specific assignment must be clearly mentioned**, also give client references, where appropriate).*

9. Summary of the CV

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

- A) Education:

- i) Field of Graduation and year
- ii) Field of post graduation and year
- iii) Any other specific qualification

- B) Experience

- ii) Total experience in highways: _____ Yrs
- iii) Responsibilities held :i) _____ Yrs.
- ii) _____ Yrs.
- iii) _____ Yrs.
- iii) Relevant Experience : _____ Yrs.

- C) Permanent Employment with the Firm (Yes/No):

If yes, how many years _____ :

If no, what is the employment _____ :

Arrangement with the firm ?

Certification :

- 1 *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of his assignment on the project*
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself my qualification and my experience.

Signature of the Candidate _____

Place _____

Date _____

Signature of the Authorized Representative of the firm _____

Place _____

Date _____

Note: Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation.

UNDERTAKING FROM THE PROFESSIONAL

I,(Name, Address and mobile no.)have not left any assignment with the consultants engaged by MORTH/NHAI/NHIDCL for any continuing works of MORTH/NHAI/NHIDCL without completing my assignment. I will be available for the entire duration of the current project (named.....) . If I leave this assignment in the middle of the completion of the work, NHIDCL would be at liberty to debar me for an appropriate period to be decided by NHIDCL. I have also no objection if my services are extended by NHIDCL for this work in future.

(Signature of key personnel)

UNDERTAKING FROM CONSULTING FIRM

The undersigned on behalf of (name of consulting firm) certify that Shri.....(name of the proposed personnel and address) to the best of our knowledge has not left his assignment with any other consulting firm engaged by MORTH/NHAI/NHIDCL for the ongoing projects. We understand that if the information about leaving the past assignment with MORTH /NHAI/NHIDCL without completing his assignment is known to NHIDCL, NHIDCL would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by NHIDCL.

(Signature of Authorized Representative of Firm)