



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

**NATIONAL COMPETITIVE BIDDING
(THROUGH E-TENDERING MODE)**

Name of the Work: Landslide Clearances on (NH-40) from ext. Ch. 138+300 to Ch. 151+330 due to safety point of view in upcoming monsoon season 2023 on Shillong Dawki Road Package IV in the State of Meghalaya on item rate basis (Total length = 13.03 km).

[Contract Package No.: NHIDCL/RO-SHG/M&R /SD-IV/Landslide/ 2023/09]

BID DOCUMENT

VOLUME-I

June, 2023

CONTENTS

Volume – I

TITLE	
SECTION I.	NOTICE INVITING TENDER
SECTION II.	INSTRUCTIONS TO BIDDERS & APPENDIX TO BID
SECTION III	QUALIFICATION INFORMATION
SECTION IV	FORM OF BANK GUARANTEE, AGREEMENT & LOA
SECTION V	CONDITIONS OF CONTRACT & CONTRACT DATA
SECTION VI	TECHNICAL SPECIFICATIONS
SECTION VII	ADDITIONAL CONDITIONS

(SECTION-I)
NOTICE INVITING TENDER
(E-TENDERING MODE ONLY)

National Highways & Infrastructure Development Corporation Limited
Notice Inviting e-Tender
(National Competitive Bidding through e-Tendering mode only)

No. NHIDCL/RO-SHG/M&R /SD-IV/Landslide/ 2023/09

Date: 03.06.2023

1. National Highways and Infrastructure Development Corporation Ltd. (hereinafter called “the Employer”) invites sealed bids in single stage two cover system i.e. the Technical and Financial Bids on item rate basis for the following works from the experienced Road/Bridge Contractors/firms/organizations excluding those firms who have been declared as non-performing by MoRT&H/NHAI/NHIDCL or the firms those are blacklisted/debarred for specified period by MoRT&H/NHAI/NHIDCL :-

Sr. No.	Name of work/Contract Package	Stretch/ Length (km) of NH-40	Estimated Civil Cost Put to Tender (Rs. In Crore) (Inclusive of all taxes exclusive of GST)	Eligibility Criteria as Average annual turnover for last 3 years. (In Crore)	Time of Completion	Eligibility Criteria as Completed work of similar nature during last 3 Years (Rs. In Crore)
1	<u>Landslide Clearances on (NH-40) from ext. Ch. 138+300 to Ch. 151+330 due to safety point of view in upcoming monsoon season 2023 on Shillong Dawki Road Package IV in the State of Meghalaya on item rate basis (Total length = 13.03 km).</u>	13.03	0.21	50% of the tendered value (i.e. Rs. 0.10 Cr.)	4 Months	One similar Completed work not less than the amount equal to 40% of the total value of contract (0.08 Cr)

Cost of Bid Documents :

Rs. 2360/- (inclusive of GST) in the form of DD in favour of RO SHILLONG National Highways & Infrastructure Development Corporation Limited (NHIDCL) PAYABLE AT Shillong, Meghalaya (Non-Refundable)

2. Date of Publishing is from 03.06.2023
3. The complete BID document can be viewed / downloaded from web portal www.eprocure.gov.in from 03.06.2023 to 12.06.2023 (upto 16.00 Hrs. IST).
4. Bidder must submit its financial bid and Technical Bid in at on or before 12.06.2023 upto 1600 hours IST. Bids received online shall be opened on 13.06.2023 (at 1600 hours IST).
5. Bid documents can be seen at and downloaded from the website www.nhidcl.com and <https://eprocure.gov.in> Bid documents contain qualifying criteria for bidder, specification, bill of quantities, conditions and other details.
6. The site for the work is available.
7. Bidder shall submit the following documents.
 - i) Copy of PAN Card.
 - ii) Demand Draft for cost of documents
 - iii) Bid Security Declaration

- iv) Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid.
 - v) An affidavit on a stamp paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects.
8. The interested bidder can download the NIT / bidding document from the website <https://eprocure.gov.in>, <https://bims.gov.in> & www.nhidcl.com
 9. The participate in bidding process, bidder have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidder can get above mentioned digital certificate from any approved vendors. The Bidder, who already possess valid (DSC) "Digital Signature Certificate" need not to procure new Digital Signature Certificate.
 10. The bidders have to submit their bids online in electronic format with Digital Signature. The bid cannot be uploaded without Digital Signature. No proposal will be accepted in physical form.
 11. Bids will be opened online as per time schedule mentioned at Sr. No. 19.
 12. Before submission of online bids, bidder must ensure that scanned copy of all the necessary documents have been attached with bid.
 13. The department will not be responsible for delay in online submission of bids whatsoever reasons may be.
 14. All the required information for bid must be filled and submitted online.
 15. Bidders should get ready with the scanned copies of cost of documents as specified in the tender documents. The original instruments in respect of cost of documents, EMD and relevant documents will be submitted to the Tenders Inviting Authority by Registered post/courier/by hand as per time schedule specified.
 16. The details of cost of documents, EMD/ Bid Security specified in the tender documents should be the same, as submitted online (Scanned copies) otherwise bid will not be accepted.
 17. Bidders can contact the undersigned for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
 18. The guidelines for submission of bid online can be downloaded from the website www.nhidcl.com & <https://eprocure.gov.in>.

19. Schedule of Bidding Process

The Company shall endeavor to adhere to the following schedule:

S. No	Description	Period
1.	Date of issue of NIT	03.06.2023
2.	Date of issue of Sale of Tender Documents	03.06.2023
3.	Date of close of sale of Tender Documents (through online)	12.06.2023 (upto 1600 Hrs)
4.	Last Date of receipt of pre-bid queries	08.06.2023 (1600 Hrs)
5.	Date of Pre-Bid meeting	09.06.2023 (at 1200 Hrs)
6.	Date of uploading of reply to the pre-bid queries	10.06.2023
7.	Date of submission of Tender/Bid (online & hard copy)	12.06.2023 (upto 1600 Hrs)
8.	Opening of Technical BIDs at venue	13.06.2023 (upto 1600 Hrs)
9.	Date of Uploading of list of Technically Qualified Applicants	To be intimated later
10.	Date of Opening of Financial Bids of Qualified Applicants	To be intimated later
11.	Date of issue of letter of award (LOA)	To be intimated later
12.	Validity of Bid	120 Days
13.	Return of signed duplicate copy of LOA	To be intimated later
14.	Submission of Performance Security (PS) and Additional Performance Security (APS), if any	As per RFP
15.	Signing of Agreement	As per RFP

For any clarification, the following office may be contacted:

Executive Director (P)

RO-Shillong, NHIDCL,
1st Floor Parkside Building,
Opp. Lady Hydari Park,
Barik, Shillong,
Meghalaya-793001

Email: edp.shillong@nhidcl.com, edproshillongnhidcl@gmail.com

20. Conditional bids would be rejected.

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

Date: 03.06.2023

Executive Director (P)

RO-Shillong, NHIDCL,
1st Floor Parkside Building,
Opp. Lady Hydari Park,
Barik, Shillong,
Meghalaya-793001

Email: edproshillongnhidcl@gmail.com,
edp.shillong@nhidcl.com

(SECTION-II)
INSTRUCTIONS TO BIDDERS
& APPENDIX TO BID

Section II
Instructions to Bidders (ITB)
A. General

1. Scope of Bid

1.1 The Employer (i.e. Managing Director, National Highways & Infrastructure Development Corporation Ltd.) invites bids for “as described in these documents and referred to as “the works”. The name and identification number of the works is provided in the Notice Inviting Tender.

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/tender, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

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

3 Eligible Bidders

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

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

4 Qualification of the Bidder

4.1 Deleted

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

a) Scanned copies of Original documents defining the constitution or legal status, place of registration, and principal place of business; scanned copy of written power of attorney of the signatory of the Bid to commit the Bidder; & original copy of Written Power of Attorney, proof of payment of tender fee and bid security declaration to be submitted in the envelop of physical form before issue LOA.

b) Scanned copy of total monetary value of civil engineering construction works performed for each of the last three years; (2020-21, 2021-22, 2022-23)

c) Scanned copy of evidence of availability (either owned or leased or rented) of items of construction equipment named in the Appendix to ITB. [Clause 4.4 B(b) (i)]

d) Scanned copy of details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Appendix to ITB. [Clause 4.4 B(b) (ii)]

e) Scanned copy of reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the last three years;

f) Scanned undertaking that the bidder will be able to invest minimum cash upto 25 % of contract value of work, during implementation of work.

g) The Machines should be in good condition. The self-attested copy of the registration certificate as well as insurance certificate and copy of the purchase document or lease document or rented document should be submitted along, All necessary taxes and pollution certificate for operating the Machines should be valid upto 180 days from bid due date and which shall be extended till services rendered to NHIDCL and the fee towards the same shall be fully paid by Agency/Contractor and all necessary papers shall be provided in the Machines as required by prevailing Motor Machines Act with comprehensive insurance coverage for the Machines

- h) Scanned copy of information regarding any litigation or arbitration during the last three years in which the Bidder is involved, the parties concerned, the disputed amount, and the present status;
- i) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the quotation documents is correct in all respects.

4.3 Bids from joint ventures, consortiums, combination or any sort of arrangement between two or more than two entities are not allowed.

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

- a) Achieved an average annual financial turnover (in all classes of civil engineering construction works only) 50% to the amount indicated in NIT during last three years ending 31st March of the previous financial year, duly certified by Chartered Accountant.
- b) satisfactorily completed (not less than 60% of contract value), as a prime contractor (or as a nominated subcontractor, provided further that all other qualification criteria are satisfied) similar works during last three years ending last day of month previous to the one in which bids are invited, at least one contract of Highway (Road/ or Bridge works)/ Airport runway of 40% of the value of contract (i.e Rs. 0.32Cr).

[The “similar work” constitutes clearance of landslide /earthwork on highways/ (The base year should be considered as 2020-2021)]

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

- a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarred from MoRT&H/NHAI/NHIDCL/State PWD work etc.
- c) Tampered the bid document in any manner.

5 One Bid per Bidder

5.1 Each Bidder shall submit only one Bid for a particular package. A Bidder who submits more than one Bid for the same package will cause be disqualified.

6 Cost of Bidding

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

7 Site Visit

7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the Branch Office of NHIDCL in this regard.

8. The successful bidder shall be communicated of the same by the Authority through Letter of Award (LOA), subsequent to which the consultant has to be submit, within 10 days of issue of the LOA, a Demand Draft amounting to 3% of the Contract Price duly pledged to NHIDCL RO Shillong as a part of Performance Security which shall be returned/ released to the Bidder after 90 days calculated from the

successful Completion date of the above said stretch (i.e. after the same is duly certified by the General Manager (P), NHIDCL PMU Myllem).

9. The Machines should be in good condition. The self-attested copy of the registration certificate as well as insurance certificate and copy of the purchase document or lease document should be submitted along with the Quotations.

Appendix to ITB				
Instructions to Bidders		Clause Reference		
(1.1)		The Employer is RO-Shillong, NHIDCL, 1st Floor Parkside Building, Opp. Lady Hydari Park, Barik Shillong, Meghalaya-793001		
(1.1)		<u>Landslide Clearances on (NH-40) from ext. Ch. 138+300 to Ch. 151+330 due to safety point of view in upcoming monsoon season 2023 on Shillong Dawki Road Package IV in the State of Meghalaya on item rate basis (Total length = 13.03 km).</u>		
(4.4)		Name of the Equipment		Quantity
B) (b) (i)		Hydraulic Excavator of 1 Cum bucket and		1
		rock breaker attachment		1
		Front End/backhoe Loader 1 Cum		2
		Any other equipment required for carrying out work as per Ministry's specification.		
		Note: The bidder must upload scanned copy of the documentary evidence in support of his owning/leased/ rented of the above equipments. In case the bidder proposes to hire or take the above equipment on lease, he should, along with the lease/rent agreement, attach the proof of ownership of these equipments with the company/ entity from whom the equipments are proposed to be hired on lease/ rent. The bidder shall submit an undertaking as per Performa Appendix 1.7 (ITB, Section-2) of the bid document. However, bidder may assess the site requirement for additional plant/machinery/equipments for speedy completion at his cost. Any conditional evidence of deployment of above equipment or inadequate proof as required for any of the equipment shall make the bid non-responsive and financial bid shall not be opened.		
(4.4)		The Number of Technical personnel, Qualifications and Experience will be as follows:		
(B) (b) (ii)		The Technical Personnel are:		
SL. No.	Personnel	Qualification	Particular Experience (minimum requirement)	No. of Persons
1	Site Engineer	B.E (Civil) + 3Years Exp. Or Diploma + 5 Years Exp.	2 years on highway constructions / maintenance work.	1
			Total	1
		Note: The detailed signed and scanned CVs of the Key Technical Personnel at S. No. 1 signed by the key personnel himself, must be		

	uploaded along with the bid. The name and educational qualification of other personnel should be given. Non-compliance of the above or non-furnishing of the CV as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than above shall make the bid non-responsive and financial bid shall not be opened.
--	--

SECTION III
QUALIFICATION INFORMATION

(To be Filled by Bidder)

SECTION III

QUALIFICATION INFORMATION

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

1. For Individual Bidders

1.1

- a) Year of Constitution
- b) legal status of Bidder (Proprietorship/Partnership or Pvt. Ltd. firm)

[Upload scanned copy of original]

- c) Place of registration:

- d) Principal place of business:

- 1.2** Power of attorney of signatory of Bid *[Upload scanned copy & also supply Original copy in envelop of physical form]*

- 1.3** Total value of Civil Engineering construction work performed in the last Three years (in Rs. _____ Lakhs) refer ITB Clause 4.4 A (a)

(Upload scanned copies of certificate from Chartered Accountant & also supply original certificate from Chartered Accountant)

2022-2023-----

2021-2022-----

2020-2021-----

Total -----

Average per year-----

1.4 Work performed as prime contractor, work performed in the past as a nominated sub- contractor provided further that all other qualification criteria are satisfied (in the same name) of a similar nature during the last three years as per ITB Clause 4.4A(b).

Project Name	Name of the Employer *	Description of work	Contract No.	Value of Contract (Rs. Crore)	Date of issue of work order	Stipulated period completion	Actual date of completion	Remarks explaining reasons for delay & work
--------------	------------------------	---------------------	--------------	-------------------------------	-----------------------------	------------------------------	---------------------------	---

*** Upload certificate(s) from the Employer (to be given by an officer at the rank of Executive Engineer or equivalent & also supply original or certified copy in physical form in envelope)**

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

1.5 Availability of Key Equipment essential for carrying out the Works [Ref. Clause 4.4(B) (b) (i)]. The Bidder should list all the information requested below.

Item of Equipment	Requirement	Availability Proposals			Page no. of the proof attached
		Owned/Leased/ rented	Nos./Capacity	Age/Condition	
Hydraulic Excavator of 1 Cum bucket and rock breaker attachment					
Front End/backhoe Loader 1 Cum bucket Capacity					
Tipper-5 Cum					

Note: The bidder must upload the documentary evidence in support of his owning/leased/ rented of the above equipments. In case the bidder proposes to hire or take the above equipment on lease, he should, along with the lease/rent agreement, attach the proof of ownership of these equipments with the company/ entity from whom the equipments are proposed to be hired on lease/ rent. The bidder shall submit an undertaking along with bid documents.

1.6 Qualification and Experience of Key Personnel required for administration and execution of the Contract [Ref. Clause 4.4 (B) (b) (ii)]. **Upload biographical data for technical personnel (Refer also to Cl. 4.2 (e) of Instruction to Bidders).**

Sl. No.	Position	Name	Qualification	Total Professional Experience (Years)	Experience in the proposed position (Years)
1.	Site Engineer cum Surveyor				

Note: The detailed and signed CV's of the Key Technical Personnel at S. No. 1 signed by the key personnel himself must be uploaded along with the bid. The name and educational qualification of other personnel should be given. Non compliance of the above or non furnishing of the CV as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than above shall make the bid non responsive and financial bid shall not be opened.

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

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

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

- (i) Affidavit (it should be on stamp paper attested by Notary Public)
- (ii) Undertaking regarding minimum investment of cash towards working capital.
- (iii) Undertaking that the Bids shall remain valid for the period specified in Clause 15 (Terms & Conditions, Annexure-A)

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

(Clause 4.1(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, namelyis awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract during the contract period.

(Signature)

Name of Bank Senior Bank Manager

Address of the Bank

AFFIDAVIT

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

To be notarized by Notary

(To be notarized by Notary)

UNDERTAKING

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

(To be notarized by Notary)

UNDERTAKING

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

(On the letter head of the bidder)

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

Undertaking

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

(Seal of the company)

Date

ANNEXURE- 'A' TERMS AND CONDITIONS

1. The Machines should be in good condition. The self-attested copy of the registration certificate as well as insurance certificate and copy of the purchase document or lease document should be submitted along with the Quotations.
2. All necessary taxes and pollution certificate for operating the Machines should be valid upto 180 days from bid due date and which shall be extended till services rendered to NHIDCL and the fee towards the same shall be fully paid by Agency/Contractor and all necessary papers shall be provided in the Machines as required by prevailing Motor Vehicles Act with comprehensive insurance coverage for the Machines. All the cases related to accident/damages/compensation shall be the responsibility of Machines Owner/ Agency/Contractor.
3. The Machines shall be available day and night (24*7 hours) as required by Project Monitoring Unit (PMU) Office at Myllem (Meghalaya), NHIDCL.
4. The Agency/Contractor shall bear all expenses required for keeping the Machines in smooth running condition such as fuel, lubrications oil & other consumables, necessary service & maintenance, repairs & replacement etc. and salary of the driver per month & his related expenses for duty.
5. In the event of any Machines being off the site for maintenance or on any account of breakdown, the Agency/Contractor shall provide a substitute Machines immediately. If Agency/Contractor fails to do so at any point of time, Project Monitoring Unit (PMU) Office at Myllem (Meghalaya), NHIDCL is free to get work done at risk and cost of the contractor. In such case Penalty of Rs. 5000/- per day shall also be levied.
6. The quoted rates shall be inclusive of all taxes but excluding GST.
7. The Agency/Contractor should submit their bills in duplicate/original along with logbook and photographic record within 1st week of every month for payment if any.
8. The quoted rates shall be valid for contract period. Variation/revision in quoted rates on account of any increase in fuel or spares cost/maintenance/insurance/driver salary will not be entertained during the contract period.
9. The successful bidder shall be communicated of the same by the Authority through Letter of Award (LOA), subsequent to which the consultant has to submit, within 10 days of issue of the LOA, a Demand Draft amounting to 3% of the quoted amount (as calculated from the percentage of Estimated Project Cost quoted) duly pledged to NHIDCL RO Shillong as a part of security which shall be returned/ released to the Bidder after 90 days calculated from the successful Completion date of the above said stretch (i.e. after the same is duly certified by the General Manager (P), NHIDCL PMU Myllem).
10. The Agency/Contractor should be able to supply the required Machines within seven days from the date of Letter of Acceptance.
11. An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the quotation documents is correct in all respects.
12. NHIDCL reserves full rights to curtail, modify, halt/cancel, reject any or all offer/s, at any stage

without assigning any reasons and no claims of whatsoever nature will be entertained on this account.

13. The supply of Machines is initially for duration of contract period i.e. 01 months only from the date of agreement. Machines may be continued beyond the stipulated period on the rates quoted & condition herein if required by NHIDCL and agreed by the bidder.

14. Bid/ quotation shall remain valid for period of 120 days from bid/ quotation due date

15. Precautions for Safeguarding the Environment

The Contractor shall preserve existing trees, plants and other vegetation that are to remain within or adjacent to the works and shall use every precaution necessary to prevent damage or injury thereto. On completion of the Works, all areas disturbed by the Contractor's construction activities shall be restored in their original condition, or as may be acceptable to the Engineer. The cost of this work shall be deemed to be included in the rates generally.

16. Plant and Equipment

During the day, plant and equipment working in a position adjacent to traffic and having a projection beyond the normal width of the item, for example, a grader blade

shall have a fluorescent red marker attached to the outer end of the projection. During poor light conditions an additional traffic controller with an illuminated red marker shall direct traffic around such plant and equipment. At night, all plant items and similar obstructions shall be removed from the normal path of Machines, to provide a lateral clearance of at least 6m where practicable, with a minimum clearance of 1.2m.

Plant and equipment, within 6m of the normal path of Machines, shall be lit by not less than two yellow steady lamps suspended vertically from the point of the obstruction nearest to a traffic lane, and one yellow steady lamps at each end of the obstruction on the side farthest away from the traffic lane.

17. Timeline for clearances

The contractor shall put all his efforts in order to clear the road within 2 hrs from the occurrence of landslides. In case of heavy landslides, the traffic should be open within 24 hrs. In case, contractor fail to rectify (except unavoidable situation), suitable penal action will be against your firm including monetary penalty (limited to max. 10% of Contract price)

18. Information board

The contractor shall affix the board at various places in which name of contractor, contact person name, contact person phone no. (Minimum two persons name) for public information, so that in case of landslides occurrence, public can approach us directly.

19. Photographs and Measurement book

The contractor shall maintain record (measurement book) and clicked photographs before the start of clearance work and after the clearance work (Geo Tagged and real time basis). The same should be vetted and signed by Engineer in charge for verification of same. The above mentioned details/ record should be submitted along with invoice raised for payment.

CONDITIONS OF CONTRACT

Part I General Conditions of Contract (GCC) and Contract Data

1. Employer's and Contractor's Risks

1.1 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.

2. Employer's Risks

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

3. Contractor's Risks

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

4. Payments

7.1 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts Engineer had certified within 14 days of the date of each certificate.

7.2 The Authorized Representative of the Employer shall make the payment certified by the Engineer.

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

5. Taxes & Currencies for payments

5.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, local bodies and authorities that the Contractor will have to pay for the performance of this Contract Excluding GST. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

5.2 All payments will be made in Indian Rupees.

12. Completion

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

(SECTION-IV)

**FORMS OF
LOA & AGREEMENT.**

FORM OF DECLARATION FOR BID SECURITY

(On the letter head of the bidder)

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], shall not be withdrawn or modified during the period of validity, i.e. not less than 120 (one Hundred Twenty) days from the bid due date.

I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in clause 7 of the Request for Proposal (RFP), then [Name of the bidder] will be suspended for participation in the tendering process for the works of MoRTH/NHAI/NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work.

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

Format for Power of Attorney for signing of BID

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project proposed or being developed by the National Highways & Infrastructure Development Corporation Ltd (the “Authority”) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2....

For
(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/ personally appeared before me/

Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

Notes:

☐ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

44

☐ Wherever required, the Bidder should submit for verification the extract of the charter

documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

☐ For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

FORM OF LETTER OF APPLICATION

To,
Executive Director (P),
RO-Shillong, NHIDCL,
1st Floor Parkside Building,
Opp. Lady Hydari Park,
Barik, Shillong,
Meghalaya-793001
Email: edp.shillong@nhidcl.com, edproshillongnhidcl@gmail.com

DESCRIPTION OF WORKS: Landslide Clearances on (NH-40) from ext. Ch. 138+300 to Ch. 151+330 due to safety point of view in upcoming monsoon season 2023 on Shillong Dawki Road Package IV in the State of Meghalaya on item rate basis (Total length = 13.03 km).

[Contract Package No.: NHIDCL/RO-SHG/M&R /SD-IV/Landslide/ 2023/09]

Dear Sir,

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

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

Thanking you,

Yours faithfully,

(Authorized Signatory) for and on behalf of

M/s _____

FORM OF LETTER OF ACCEPTANCE

No.

Dated

To

M/s.....

Sub.: **Name of Work**

Sir,

Based on your bid submitted on.....in compliance of bidding document of NHIDCL for execution of the work of....., it is hereby notified that your bid for a contract price of Rs..... (Rupees in words...) has been accepted for and on behalf of NHIDCL. You are requested to return a duplicate of the LOA as an acknowledgement immediately.

2. You are hereby requested to furnish Demand Draft towards Security as detailed in Cl. 33.2 of ITB for an amount equivalent to Rs(Rupees in words...) within 10 days as per provisions of clause 33.1 of ITB of the bid document and sign the contract agreement failing which the actions as stipulated in clause 33.3 of ITB shall be taken.

Thanking you,

Yours faithfully,

(.....)
Executive Director (P)

“Accepted By:

(Name of the Authorized person)
(Name of the bidder)
Seal of the bidder”

FORM OF AGREEMENT

AGREEMENT

This agreement is made on the _____ day of _____ 2023 between the National Highways & Infrastructure Development Corporation Ltd., New Delhi (hereinafter called “the Employer” of the one part and _____ (here in after called “the Contractor”) of the other part.

AND WHEREAS the Employer invited bids from eligible bidders of the execution of certain works, viz **Landslide Clearances on (NH-40) from ext. Ch. 138+300 to Ch. 151+330 due to safety point of view in upcoming monsoon season 2023 on Shillong Dawki Road Package IV in the State of Meghalaya on item rate basis (Total length = 13.03 km).**

Contract Package no: NHIDCL/RO-SHG/M&R /SD-IV/Landslide/ 2023/09

AND WHEREAS pursuant to the bid submitted by the Contractor, vide letter dated ----- (here in after referred to as the “BID” or “OFFER”) for the execution of works, the Employer by his letter of acceptance dated ----- accepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below.

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

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

AND WHEREAS the contractor has agreed to undertake such works and has furnished a performance security pursuant to clause 33 of the instructions to bidders (Section-I).

NOW THIS AGREEMENT WITNESSETH as follows:

- 1 In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
- 2 The following documents shall be deemed to form and be read and constructed as part of this agreement viz.
 - a) The Contract Agreement,
 - b) Letter of Acceptance,
 - c) Notice to proceed with the works,
 - d) Contractor's Bid,
 - e) Contract Data,
 - f) Conditions of Contract including Special Conditions of Contract
 - g) Technical Specifications,
 - h) Drawings, if any
 - i) Scope of work
 - j) Bill of Quantities
 - k) Any other document listed in the Contract Data.

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

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year first before written, signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder in the presence of:

Binding Signature of Employer _____

For and on behalf of
National Highways & Infrastructure Development Corporation Ltd.
3rd Floor, PTI Building,
4-Parliament Street,
New Delhi-110001

Binding Signature of Contractor _____

For and on behalf of _____

In the presence of		In the Presence of	
1.	Name:	1.	Name:
	Address:		Address:
2.	Name:	2.	Name:
	Address:		Address:

ADDITIONAL CONDITIONS

PREAMBLE:

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

1. Before tendering, the tenderer shall inspect the site of work and shall full acquaint himself the above terms and conditions with regard to site, nature of soil, availability of material suitable location /or execution of work and time involved in the work (over the entire duration of contract) including local conditions that restrictions, obstructions and other conditions, as required for satisfactory and timely execution of the work. His rates should take into consideration all such factors like supply and storage of materials, man and machinery, land etc. and contingencies. No claim whatsoever shall be entertained by the NHIDCL on this account.
2. The contractor must study the specifications and conditions carefully before tendering.
3. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of work by the Engineer. Nothing extra shall be paid on this account.
4. The contractor shall all times carryout work on the highway in a manner creating No intolerance in the flow of traffic as per director of Engineer/Employer.
5. All managements for traffic diversion during construction including maintenance of diversion road shall be considered as incidental to the work and contractor's responsibility and nothing shall be payable to him in this respect. However, if any new diversion road is constructed by the contractor, the same shall be paid separately.
6. The work shall be carried out in such a manner so as to interfere or effect or disturb either works, being executed by other agencies, if any.
7. Any damage done by the contractor to any existing work shall be made good by him at his own cost.
8. The work shall be carried out in the manner complying in all respect with the requirement of relevant byelaws of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
9. For completing the work in time, the contractor might be required to work in trio or more shifts including night shifts and no claim whatsoever shall be entertained on this account notwithstanding the facts that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provision of the law regulation and the agreement entered upon and/or extra amount /or any other reason.
10. The contractor shall make his own arrangements for obtaining electric connection(s) as required and make necessary payment directly to the department concerned. The Department will however make all reasonable recommendations to the authority concerned in this regard.
11. The contractor or his authorized representative should always be available at the site of work to take instructions from Engineer or his authorized representative and ensure proper execution of work(s) or work should not be done in the absence of such authorized representative.

12. The contractor shall maintain in good condition all works executed till the completion of the entire work allotted to the contractor.
13. No payment will be made to the contractor for damage caused by raids, or other natural calamities during the execution of works and no such claims on this account will be entertained.
14. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal, earth, sand, bajri etc. collected him for the execution of the work direct to the concerned Revenue Authority of the state or central Govt. His rates are deemed to include all such expenditure and nothing extra shall be paid.
15. The contractor shall take all necessary measures for the safety of traffic during construction period, erect and maintain such barricades, including signs, markings, flags, lights and flagman, as necessary at either end of the excavation endangerment are at such intermediate points as directed by the Engineer for the proper identification of construction area. The Contractor's rate shall include above items of work and nothing extra shall be paid to Contractor. He shall be responsible for all damages and accidents caused due to negligence on the part.
16. The contractor shall provide suitable barricading with suitably painted single row of the sheets about 3'- 0" wide (90cms) nailed or bolted with wooden poles spaced 2 to 3 metre apart and each pole 1.6m to 2m long, 8 cm to 10 cm dia. The poles will be embedded to mobile iron pedestal rings suitably framed for giving stable support without hindrances to the traffic as per direction of the Engineer/NHIDCL. All management (including, watch and ward) of barricades shall be the full responsibility of the contractor. The barricade shall be removed only after completion of the work or part of the work. The contractor's rates which include all above items of work and nothing extra shall be paid to the contractor over and above his quoted rates.
17. The temporary warning lamps shall be installed at all barricades during the hours of darkness and kept lit at all times during these hours.
18. The malba/garbage, removed from the site shall be disposed off by the contractor at any suitable place as directed by the Engineer.
19. All work and materials brought and left upon the ground by the contractor or by his order for the purpose of forming part of the works are to be considered to be the property of the NHIDCL and the same are not to be removed or taken away by the contractor or any other person without special license and consent in writing of the Engineer/NHIDCL but the NHIDCL is not to be in any way responsible for any loss or damaged which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
20. The contractor will be responsible to provide deep hand pump/tube well at site of work to make potable and safe drinking water to labour engaged in execution of work.
21. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials dewatering and other inputs involved in the execution of the items. If any reason contractor fails to quote his rate for any item provided in the schedule of quantities it will be assumed that contractor is ready to execute that item free of cost.

22. Unless otherwise provided in the schedule quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights, depths, leads and lifts.
23. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials.
24. Existing drains, pipes, cables, overhead wires, sewer lines water line and similar services encountered in the course of the execution of the work shall be protected against the damages by the contractor' The contractors shall not store material or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
25. The contractor will not have any claim in case of any delay by the Engineer in removal of trees or shifting, removing of telegraph (telephone or electric lines (overhead and underground), water and sewer lines and other structure etc. if any, which may come in the way of the work' However' suitable extension of time can be granted to cover such delay.
26. Stipulated material shall be arranged by the contractor at site of work or all the items where such materials are required.
 - (i) Tendered price submitted by the bidder are inclusive of all taxes and levies payment under the respective statutes. However, pursuant to the constitution (46th amendment Act 1982) it also further tax or levy is imposed by statute, after the date of receipt of tenders and the contractor there upon necessarily and properly pays such taxes/levies, the contractor shall be reimburse the amount so paid, provided such payment, if any, is not in the opinion of Regional Officer-Shillong/Project Director whose decision shall be final and binding attributable to delay in execution of the work within the control of the contractor'.
 - (ii) The contractor shall keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of the- same by a duly authorized representative of the Government and further shall furnish such other documents as Engineer may require.
 - (iii) The Contractor shall within a period of 30 days of imposition of any further tax or levy in pursuant to the constitution of (46th amendment) Act 1982, given a written notice thereof to the Engineer that the same is given pursuant to this condition together with all necessary information relating thereto.
27. Contractor may be required to execute this work under foul position. The decision of the Engineer whether the position is foul or not shall be final and the binding of the contractor and nothing extra for executing the work in foul position is payable, beyond what is provided in the schedule of quantities.