



**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED**

(MINISTRY OF ROAD TRANSPORT & HIGHWAYS)

GOVT. OF INDIA

NATIONAL COMPETITIVE BIDDING

(Through E – TENDERING MODE)

Name of Work: Emergent and Special Repairing of Dimapur to Kohima section of NH-29 from Chainage Km 124+100 to Km 140+000 (Percentage Rate and Work Order Basis).

CONTRACT PACKAGE NO: NHIDCL/Nagaland/Maint./NH-29/2019-20/01

BID DOCUMENT

VOLUME – I

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED

Oct 2019

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

National Highways & Infrastructure Development Corporation Ltd.

Notice Inviting e-tender

Notice Inviting Tender (National Competitive Bidding)

1. NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED of India (hereinafter called "the Employer") hereby invites **Percentage Rate and Work order basis** bids on two bid systems through "e-tendering mode" from experienced firms/organizations (hereinafter referred to as the "Bidders") to bid for the works detailed in the table as mentioned below from the eligible bidders, excluding those firms who have been declared as non-performing by NHIDCL or the firms those are black listed/debarred for specified period by NHIDCL.

Sl. No.	Name of Work	Name of NH	Estimated Civil Cost (Rs. In Lakh)	Bid Security/Earnest Money Deposit (Rs. In Lakh)	Average Annual turnover for last 5 years (Rs. In Lakhs)	Time of Completion	Eligibility criteria as completed work of similar nature during last 5 years (Rs. In Lakhs)
1	2	3	4	5	6	7	8
1	"Emergent and Special Repairing of Dimapur to Kohima section of NH-29 From Chainage Km 124+100 to Km 140+000 (Percentage Rate and Work Order Basis)"	29	380.34	7.61	Atleast 100% of the estimated civil cost.	30 Days	One similar completed work not less than the amount equal to 40% of the value of contract.

Cost of Bid documents
Non-Refundable for each contract package

Rs. 5000 /- (Through DD/Bankers
Cheque/RTGS/NEFT in favour of National
Highways & Infrastructure Development
Corporation Limited)

2. The Scope of Work includes the Repair and Maintenance of carriageway of above mentioned NH as required. Detailed information regarding the scope of work may be seen in the Bid document.
3. The detailed tender document can be viewed from the website www.nhidcl.com & <https://eprocure.gov.in> from 25.10.2019 (1200 Hrs) to 31.10.2019 upto 1400 Hrs.
4. The Complete Bid Document can be downloaded with effect from 25.10.2019 (1200 Hrs) and will be open upto 31.10.2019 upto 1400 Hrs at the NHIDCL e-tendering portal free of cost. To participate for bidding, bidders have to pay non-refundable document fee of Rs. 5000/- in the form of DD/Banker's cheque/RTGS/NEFT drawn on any schedule bank in India in favour of "General Manager (P), National Highways & Infrastructure Development Corporation Ltd. payable at Dimapur. The amendments/clarifications to the bid document if any will be hosted on the above website only.

5. The bid should be submitted online in the prescribed format given in the website. No other mode of submission is acceptable. Also no change in format is permissible.
6. The last date of online submission of the bid is 31.10.2019 upto 1400 Hrs (as mentioned on the e-portal only) ("**Bid Due Date**"). The Bids would be opened on two stages (A) Technical Bid and (B) Financial Bid. Technical Bid will be opened on 01.11.2019 at 1500Hrs at National Highways & Infrastructures Development Corporation Limited. Branch Office: H. No. 63(A), 1st Floor, NST Colony, Behind City Tower Building Circular Road, Dimapur: 797112, Nagaland. Date of opening of Financial Bid will be 02.11.2019 at 1500 Hrs. Representatives of the bidders (maximum of two) who choose to attend may attend the online opening of the bids at NHIDCL, Branch Office, Dimapur on the date & time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letter head of the bidder, at the time of opening of bids as mentioned above.
7. For any clarifications, the following office may be contacted:
General Manager (Projects)
National Highways & Infrastructure Development Corporation Ltd.
B.O. Dimapur (Nagaland)
H. No. 63(A), 1st Floor, NST Colony,
Behind City Tower Building Circular Road,
Dimapur: 797112, Nagaland
Tel: 03862-248537, 03862-248575
Email- nhidclmp1@outlook.com
8. Conditional bids would be rejected.
9. NHIDCL reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

10. **The following information is given for consideration by the prospective bidders:**

As per the EPC Contract Agreement, it is the responsibility of the EPC contractors carrying out the 4-Laning work to maintain existing lanes of the project highway in traffic worthy condition. It is however noticed that the EPC contractors at times fail to perform their obligations as per the provisions of the Contract Agreement. Notices have been given/are being given to the EPC contractors to fulfill their obligations as per the Contract Agreement. The bid being invited by NHIDCL for Repair and Maintenance works of the National Highways which are being 4 laned, in case the EPC contractors fail to carry out the repair and maintenance of existing highway and failed to take necessary preventive action to ensure that the existing highway does not get damaged and remains in traffic worthy condition at all times. The repair and maintenance works for which bid has been invited shall accordingly be carried out on as required basis by placing of work order (s) as per site condition.

Disclaimer:-

Work order will be issued based on as and when required basis. The work may be required to be partially executed or may not be executed at all by NHIDCL. No claim whatsoever from any of the selected bidders on this account shall be entertained in this regard.

SECTION-II
INSTRUCTIONS TO BIDDERS
& APPENDIX TO BID

Section-II: Instructions to Bidders

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Section II
Instructions to Bidders (ITB)
A. General

1. Scope of Bid

- 1.1 The National Highways & Infrastructure Development Corporation Limited (NHIDCL) herein after called “the Employer” invites bids for the work “Emergent and Special Repairing of Dimapur to Kohima section of NH-29 From Chainage Km 124+100 to Km 140+000 (Percentage Rate and Work Order Basis)” as defined in this document hereinafter referred to as “the Works”. The name and identification number of 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 indent/ Work Order or Contract Data (Part 1 General Conditions of Contract).
- 1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives(bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.4 The work will be indent/work order based which shall be placed upon the contractor based on site requirement.
- 1.5 The quantities given in the BOQ are indicative and may not be required to be fully executed.

2. Source of Funds

- 2.1 The expenditure on this project will be met by National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) at “**Risk and Cost**” of EPC Contractors.

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 to be submitted in the envelop of physical form. (Pl refer clause 12.2 of ITB)

- (b) Scanned copy of total monetary value of civil engineering construction works performed for each of the last five years;
- (c) Scanned copy of experience certificate in works of a similar nature and size for each of the last five years with certificates from the concerned officer of the rank of Executive Engineer or equivalent / the Main Contractor through whom the work has been executed by the bidder;
- (d) 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).
- (e) Deleted
- (f) Scanned copy of reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the last five financial years.
- (g) Scanned copy of information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the present status;
- (h) Scanned document in support of evidence of access to line(s) of credit and availability of other financial resources facilities (10% of Civil Cost put to tender), certified by the Bankers (Not more than 3 months old).
- (i) Deleted
- (j) Scanned undertaking that the bidder will be able to invest a minimum cash upto 25% of contract value of work, during implementation of work.
- (k) Deleted
- (l) Deleted

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) equal to the amount indicated in NIT during last five years ending 31st March of the previous financial year duly certified by Chartered Accountant.
- (b) Satisfactorily completed (not less than 90% 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 five years ending last day on month previous to the one in which bids are invited, atleast one contract of Road / Bridge Works / Airport runway of Rs. 152 lacs (40% approx of the value of Contract)

[The “similar work” constitutes construction/maintenance of Bituminous road work (The base year should be considered as 2018-19)]

(Following escalation factor shall be used to bring the value of such completed works at the level of current financial year i.e. 2019 - 20).

Year	Multiplying Factor
2018-19	1.10
2017-18	1.21
2016-17	1.33
2015-16	1.46
2014-15	1.61

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

- (i) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects; and
- (ii) Such other certificates as defined in Section- III.
- (iii) Failure to submit the certificates/documents as specified above shall make the bid non-responsive.

(b) Each bidder must demonstrate:

- (i) Evidence of availability (either owned or leased or rented) of the key equipments for this work as stated in the Appendix to Instruction to Bidder.

4.5 Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

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

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

Where,

A = Maximum value of Civil Engineering works executed in any one year during the last five years (escalation factor as specified in this section shall be used to bring the maximum value of civil engineering works to the level of current financial year i.e. 2019-20) taking into account the completed as well as works for which bid is invited)

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

B = Value (escalation factor as specified in this section shall be used to bring the value to the level of current financial year i.e., 2019-20) of existing commitments and on-going works to be completed during the next **01 year** (period of completion of the works for which bid is invited).

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

- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

(ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc or debarring from NHIDCL/NHAI/MORTH/State PWD work etc.

(iii) Tempered 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 General Manager (Projects), Branch Office, Dimapur in this regard.

7.2 The following information is given for consideration by the prospective bidders:

As per the EPC Contract Agreement, it is the responsibility of the EPC contractors carrying out the 4-Laning work to maintain existing lanes of the project highway in traffic worthy condition. It is however noticed that the EPC contractors at times fail to perform their obligations as per the provisions of the Contract Agreement. Notices have been given/are being given to the EPC contractors to fulfill their obligations as per the Contract Agreement. The bid invited by NHIDCL for Repair and Maintenance works and NIT is to carry out the repair and maintenance of the National Highways which are being 4 laned, in case the EPC contractors fail to carry out the repair and maintenance of existing highway and take necessary preventive action to ensure that the existing highway does not get damaged and remains in traffic worthy condition at all times. The repair and maintenance works for which bid has been invited shall accordingly be carried out on as required basis by placing of work order(s) as per site condition.

Section II Instructions to Bidders (ITB)

B. Bidding Documents (online)

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and addenda (if any) issued in accordance with Clause 10:

Volume- I:

1. Notice Inviting Tender

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

Volume - II:

1. Bill of Quantities, Bidders will be required to quote a single percentage above/below the overall estimated amount. This percentage would be applicable all the items of work in the Contract for working out the rates for each item of work (Should be filed in the prescribed format uploaded on e-portal)

8.2 DELETED

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

9. Clarifications on Bid Documents

- 9.1 A prospective Bidder requiring any clarification on the bid documents may notify the Employer in writing or by cable ("cable" includes facsimile) or through e-tender portal at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be hosted on website or which are required in the opinion of the Employer including a description of the enquiry, but without identifying its source.

9.2 Pre-bid meeting

- 9.2.1 The bidder or his official representative is invited to attend pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.
- 9.2.2 The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage.
- 9.2.3 The bidder is requested to submit any questions in writing or by electronic mail so as to reach the Employer not later than one day before the meeting.
- 9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted without delay on website. Any modifications of the bid documents listed in Clause 8.1, which may become necessary as a result of the pre-bid meeting or which are required in the opinion of the Employer shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 9.2.5 Deleted

10. Amendment of Bidding Documents

- 10.1** Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.
- 10.2** Any addendum thus issued shall be part of the bidding documents and shall be hosted on CPP Portal i.e. www.eprocure.gov.in & www.nhidcl.com. Bidders are advised to keep them self-updated of all addendums issued on e-tendering portal by daily checking the e-tendering portal and, NHIDCL does not assume any responsibility in case the bidder fails to do so and does not take any action, if required, with respect any relevant addendum.
- 10.3** To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2.

Section II

Instruction to Bidders (ITB)

C. Preparation of Bids

11. Language of Bid

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

12. Documents Comprising the Bid

- 12.1** The e-bid submitted by the Bidder shall be in two separate parts:

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

Part II- It shall be named **Financial Bid** and shall comprise of Priced bill of quantities.

- 12.2** Document to be submitted in physical form must reach the Branch Office, NHIDCL by Date of Submission of Bid.

Though the scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal i.e. www.eprocure.gov.in, As per clause 12.1 above, however, following original document in physical form shall be submitted in a sealed envelope as per schedule date and time mentioned in the critical data sheet on the date of submission of bid and addressed to the addressee given in the NIT duly super scribed "Name of Work, Bid due date and time." Name and address of the bidder should also be indicated on the envelope.

- a) Copy of Acknowledgement for Tender Submission and EMD/Bid Security.
- b) Bid Document Fee.
- c) Tender processing fees as per CPP Portal guidelines.
- d) Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid.
- e) Affidavit duly notarized (as per the format provided in Section III).

- f) Original experience certificate or notarized copy of certificate duly signed by authorized signatory.
- g) Undertakings mentioned in Section III (Qualification Information) of this document (duly notarized).

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

Section	Particulars
1.	Notice Inviting Tender
2.	Instruction to the bidders
3.	Conditions of Contract
4.	Contract Data
5.	Technical Specifications

13. Bid Prices

- 13.1** The Contract shall be for the Works as described in Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.
- 13.2** The bidder shall quote bid prices on appropriate format enclosed as part of tender document on e-tender portal i.e. www.eprocure.gov.in. Bidders will be required to quote a single percentage above/below the overall estimated amount. This percentage would be applicable all the items of work in the contract for working out the rates for each item of work.
- 13.3** All duties, taxes royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices and total Bid price submitted by the Bidder. The GST shall be reimbursed subject to production of proof of such payment by the contractor specific to the subject work. NHIDCL would retain the right to refuse the reimbursement if appropriate tax credit is not availed by the firm.
- 13.4** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

14. Currencies of Bid and Payment.

- 14.1** The unit rates given in the BOQ is in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

- 15.1** Bids shall remain valid for a period of 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders to extend the period of validity for a specified additional period. The request and the bidders responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be

required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

16. Earnest Money / Bid Security/ Forfeiture/ Debarment

- 16.1** The Bidder shall furnish, as part of the Bid, Earnest Money/Bid Security, in the amount as specified in the NIT. (Bank guarantee/Demand Draft must be in favour of General Manager (P), National Highways & Infrastructure Development Corporation Ltd. payable at Dimapur, Nagaland.

Bid Security and Cost of Bid Document can also be deposited in the form of RTGS/NEFT in the account of GM (P), NHIDCL, Branch Office: Dimapur.

The details are as follows:

Name of Beneficiary:	NHIDCL, DIMAPUR
Account No:	79803070005290
Bank Name:	Syndicate Branch
IFSC Code:	SYNB0007980

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

- A. Bank Guarantee or Demand Draft receipts, in the name of the Employer, from following banks would be accepted:-
- (i) State Bank of India or its subsidiaries,
 - (ii) Any Indian Nationalized Bank
 - (iii) IDBI / ICICI Bank
 - (iv) A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalised Bank.
 - (v) Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.
- B. The acceptance of the guarantees shall also be subject to the following conditions:-
- (i) The capital adequacy of the Bank shall not be less than the norms prescribed by RBI (presently 9, with effect from 31st March, 2003).
 - (ii) The bank guarantee issued by a Cooperative Bank shall not be accepted.

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

- 16.4** The Bid Security/Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1.

- 16.5** The Bid Security/Earnest Money of the successful Bidder will be discharged at the time of 30 days from date of signing of Contract Agreement.

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

- a) If the Bidder withdraws the Bid after its submission during the period of Bid validity;
- b) If the Bidder does not accept the correction of the bid price, pursuant to Clause 27;
or
- c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. Sign the Agreement; and/or
 - ii. Furnish the required Performance Security.
 - iii. Does not commence the work within reasonable time of placing of work order.

16.7 Deleted

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

18.2 DELETED.

18.3 DELETED.

18.4 The document to be submitted in the physical form along with the Bank Guarantee/Demand draft for Fees/Security shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the bidder. All the pages of the documents as mentioned here shall be signed by the person/persons signing the bid. Document as mentioned here shall contain no overwriting, alternation or additions except those to comply with instructions, issued by the employer or as necessary to correct errors made by the bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid.

Section II Instruction to Bidders (ITB)

D. Submission of Bids

19. Marking of Bids

19.1 The document to be submitted in physical form as per clause 12.2 of ITB shall be submitted in a sealed Envelope super scribed as "Documents in physical Form" at the top left corner. In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in physical form shall prevail over the document submitted through online process.

19.2 DELETED.

19.3 DELETED.

19.4 DELETED.

19.5 DELETED.

20. Deadline for Submission of Bids

20.1 Complete e-Bid to be uploaded on CPP portal before due date & time. The Envelope containing "Documents in Physical Form" must also be received by the Employer at any of the following addresses:

General Manager (Projects), National Highways & Infrastructure Development Corporation Ltd. B.O. Dimapur, H. No. 63(A), 1st Floor, NST Colony, Behind City Tower Building Circular Road, Dimapur: 797112, Nagaland, not later than the date and time indicated in the NIT. In the event of the specified date for the submission of documents in Physical form being declared a holiday for the Employer, the same will be received up to the specified time on the next working day.

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

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

21. Late Submission of Document in physical Form.

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

22. Modification and Withdrawal of Bids.

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

22.2 DELETED.

22.3 No bid may be modified after the deadline for online 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 shall result in the forfeiture of the Bid security pursuant to Clause 16.

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

22.6 No Late and delayed bids after Bid Due date/time shall be permitted in e tendering portal System. Time being displayed on our e-Tendering Portal shall be final and binding on

bidder and bids have to be submitted by bidders considering this time only and not the time as per their location/country.

Section II Instruction to Bidders

E. Bid Opening and Evaluation

23. Bid Opening

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

- 23.1** The Employer will open the "Technical Bid" of all the bids received (except those received late), in the presence of the bidders/bidder's representatives who choose to attend at the time, date and place specified in the **NIT**. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2** In all cases, the amount of Bid Security, forms and validity shall be announced. Thereafter, the Employer at the opening as the Employer may consider appropriate, will announce the bidders' names and such other details.
- 23.3** The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 23.1.
- 23.4** (i) The bids accompanied with valid bid security, bid document fee, will be taken up for evaluation with respect to the Information furnished in Part I of the Qualification Information and other bid.
- (ii) Deleted
- (iii) Deleted
- (iv) As soon as possible, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration. However, to assist in the examination, evaluation of technical bids, the Employer may at his discretion, ask any bidder for clarification of his bid, however, no additional documents in support of clarification will be entertained.
- 23.5** The Employer shall inform the bidders whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.
- 23.6** At the time of the opening of the Financial Bid, the names of the bidders whose bids were found responsive in accordance with clause 23.5 will be announced. The financial bids of only these bidders will be opened. The responsive bidders names, the Bid prices, the total amount of each bid, pursuant to clause 22 and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

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

24. Process to be Confidential

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

25. Clarification of Bids and Contacting the Employer

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

25.2 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 the contract is awarded.

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

26. Examination of Bids and Determination of Responsiveness

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

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

26.2 DELETED.

26.3 DELETED.

27. DELETED.

28. Evaluation and Comparison of Financial Bids

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

28.2 DELETED

28.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's/Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause

33 be increased and an additional performance security of 05 (five) percent may be obtained at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

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

29. Price Preference

29.1 There will be no price preference to any bidder.

Section II
Instruction to Bidders (ITB)

F. Award of Contract

30. Award Criteria

30.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be:

- a) Eligible in accordance with the provision of clause 3, and
- b) Qualified in accordance with the provision of clause 4

31. Employer's Right to accept any Bid and to reject any or all Bids

31.1 Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

32. Notification of Award and Signing of Agreement.

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

32.2. The notification of award (LOA) will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 33.

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

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

33. Performance Security

33.1 Within 03(Three) days after receipt of the LOA, the successful Bidder shall deliver to the Employer a Performance Security of Five percent of the value of work order, valid for the period of 28 days after the expiry of defect liability period of 03(Three) months plus additional security for unbalanced Bids in accordance with Clause 28.3 of ITB and sign the contract.

33.2 The performance security shall be either in the form of a Bank Guarantee in the form set forth in Section-IV or fixed deposit receipts or Demand Draft in favour of "General

Manager (P), National Highways & Infrastructure Development Corporation Ltd. payable at Dimapur from a Bank as specified in case of bid security in Appendix to ITB.

- 33.3** Failure of the successful bidder to comply with the requirement of sub-clause 33.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.
- 33.4** The successful bidder to whom 'LOA' has been issued is required to sign the agreement at Employer's office within 03 days of issue of LOA.

34. Advances- Deleted

35. Corrupt or Fraudulent Practices

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 computing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways & Infrastructure Development Corporation Limited/ 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 contractor, or in execution.

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

Appendix to ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.									
Instructions to Bidders Clause Reference									
(1.1)	The Employer is the “National Highways & Infrastructure Development Corporation Ltd.” having its Corporate office at New Delhi and Regional Office at Guwahati.								
(1.1)	“Emergent and Special Repairing of Dimapur to Kohima section of NH-29 From Chainage Km 124+100 to Km 140+000 (Percentage Rate and Work Order Basis)”								
(4.4) B) (b) (i)	<table border="1"> <thead> <tr> <th>Name of the Equipment per work</th><th>Quantity</th></tr> </thead> <tbody> <tr> <td>Smooth Wheeled Tandem Vibratory Roller (8-10t)</td><td>2 (Two)</td></tr> <tr> <td>Motor Grader</td><td>1 (One)</td></tr> <tr> <td>Water Taker</td><td>1 (One)</td></tr> </tbody> </table> <p>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 equipment. In case the bidder proposes to hire or take the above equipment on lease, he should along with the lease/rent agreement; attach the proof of ownership of these equipments with the Company/entity from whom the equipments are proposed to be hired on lease/rent. Any conditional evidence of deployment of above equipment or inadequate proof as required for any of the equipment shall make the bid non-responsive and financial bid shall not be opened.</p>	Name of the Equipment per work	Quantity	Smooth Wheeled Tandem Vibratory Roller (8-10t)	2 (Two)	Motor Grader	1 (One)	Water Taker	1 (One)
Name of the Equipment per work	Quantity								
Smooth Wheeled Tandem Vibratory Roller (8-10t)	2 (Two)								
Motor Grader	1 (One)								
Water Taker	1 (One)								
(7.1)	<p style="text-align: center;">The contact person is:</p> <p>General Manager (Projects) National Highways & Infrastructure Development Corporation Ltd. B.O. Dimapur (Nagaland) H. No. 63(A), 1st Floor, NST Colony, Behind City Tower Building Circular Road, Dimapur: 797112, Nagaland Tel: 03862-248537, 03862-248575 Email- nhidcldmp@outlook.com</p>								
(16.1)	The amount of Bid Security for the package shall be as per package given in NIT and must be in favour of “ National Highways & Infrastructure Development Corporation Ltd. ”								
(16.1 & 33.2)	<p>The bid security shall be in favour of the Employer and may be in one of the following forms:</p> <ol style="list-style-type: none"> RTGS/NEFT, details given above. Demand Draft from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India (RBI). Fixed Deposit Receipt, a certificate cheque or an irrevocable letter of credit, issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India. Bank Guarantee issued by the following banks 								

	<p>(i) State Bank Of India or its subsidiaries</p> <p>(ii) Any Indian Nationalized Bank</p> <p>(iii) IDBI/ICICI Bank</p> <p>(iv) A foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Banks</p> <p>(v) Export Import Bank Of India</p> <p>(vi) Any RBI approved scheduled commercial bank having net worth of more than Rs 500 Crore as per latest Annual Report of the bank. In the case of a foreign Bank (issued by a branch in India), the net worth in respect of the Indian operation shall only be taken into account and acceptable to Employer.</p> <p>The acceptance of the Guarantee shall also be subject to the following conditions</p> <p>(i) The capital adequacy of the Bank shall not be less than norms prescribed by RBI (presently 9, with effect from 31st March 2003,10)</p> <p>(ii) The bank guarantee issued by a cooperative Bank shall not be accepted.</p>
(20.1)	Deleted
(12.2 & 20.1)	<p>The deadline for submission of documents in physical form:</p> <p>Date: 31.10.2019</p> <p>Time: upto 1400Hrs</p>
(20.1)	<p>The deadline for online submission of e-bid:</p> <p>Date: 31.10.2019</p> <p>Time: upto1400Hrs</p>
(23.1)	<p>The date, time and place for opening of the Technical Bids are:</p> <p>(A) Technical Bid</p> <p>Date:01.11.2019</p> <p>Time: 1500Hrs,</p> <p>Place: NHIDCL, Dimapur</p> <p>(B) Financial Bid (For qualified bidder as)</p> <p>Date:02.11.2019</p> <p>Time: 1500Hrs,</p>

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.

Qualification Information

1. For Individual Bidders

1.1 (a) Year of Constitution

(b) Legal status of Bidder (Proprietorship/Partnership or Pvt. Ltd. firm)

[Upload scanned copy of original]

(c) Place of registration:

(d) Principal place of business:

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

1.3. Total value of Civil Engineering construction work performed in the last five 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)

2018-2019 _____

2017-2018 _____

2016-2017 _____

2015-2016 _____

2014-2015 _____

Total _____

Average per year _____

1.4 (a) 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 five 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 of completion	Actual date of completion*	Remarks explaining reasons for delay & work Completed

* 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)

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.

1.4 (b) Information on Bid Capacity (works for which bids have been submitted and accepted and works which are yet to be completed) as on the date 7 days before the last date for bid submission (as per CI 4.6 of the ITB).

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

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

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

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

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

* Upload copy of LOA

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

A = Rs.lakh (enclose the details)

N =years

B = Rs.lakh (enclose the details)

Assessed available bid capacity = $A \times N \times 2 - B$
= Rs. lakhs

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.
	No.	Capacity	Owned/Leased rented	Nos./Capacity	Age/Condition	

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 as per Performa Appendix 1.7 (ITB, Section -2) of the bid document.

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

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

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

- (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 15.1.

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILIBLTY 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 contractor for the work, namely_____ is 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 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 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)

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

UNDERTAKING

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 work..... further 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 debarred/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

SECTION-IV

FORMS OF BANK GUARANTEES, BANK CERTIFICATE, LETTER OF APPLICATION (LOA) & AGREEMENT

FORM OF BANK GUARANTEE FOR BID SECURITY

WHEREAS _____ (Name of Tenderer) (hereinafter called the Tenderer) wishes to submit his tender for repair and maintenance work of NH- _____ (from Km. _____ to km. _____) in the state/s of _____ herein after called "the Tender" KNOW ALL MEN by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at _____ (hereinafter called the „Bank“) are bound unto the National Highways & Infrastructure Development Corporation Ltd. (hereinafter called "the Employer") in the sum of the Rs. _____ (Rupees _____) *for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this day _____ of _____ and undertake to pay the amount of _____ Rs. _____ to the employer upon receipt of his first written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

- (i) If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.
- Or
- (ii) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity.
- (a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay to the Employer upto 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 will note that the amount claimed by him is due to him owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including the date 45 days beyond the validity of the bid as stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before the date of expiry of this guarantee.

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____

EMPLOYEE CODE NUMBER SEAL OF THE BANK

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK'S POLICY)

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

General Manager (Projects)
National Highways & Infrastructure Development Corporation Ltd
B.O. Dimapur (Nagaland)
H. No. 63(A), 1st Floor, NST Colony,
Behind City Tower Building Circular Road,
Dimapur: 797112, Nagaland

WHEREAS..... (name and address of contractor) hereinafter called "the contractor" has undertaken, in pursuance of Letter of Acceptance No. Dated..... 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 for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

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

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

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

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

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

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

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

Name of the Issuing Bank/ BranchName of the Controlling Branch/Bank.....

Address & Telephone Number.....Address & Telephone Number.....

Date.....

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

1.....
(Name, Address & Occupation)

2.....
(Name, Address & Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

FORM OF LETTER OF APPLICATION

To
The General Manager (Projects),
National Highways & Infrastructure Development Corporation Ltd.
B.O. Dimapur (Nagaland)
H. No. 63(A), 1st Floor, NST Colony,
Behind City Tower Building Circular Road,
Dimapur: 797112, Nagaland

DESCRIPTION OF WORKS: “Emergent and Special Repairing of Dimapur to Kohima section of NH-29 From Chainage Km 124+100 to Km 140+000 (Percentage Rate and Work Order Basis)”

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_____

**NOTICE TO PROCEED WITH THE WORK UPON PLACEMENT OF
WORK ORDERS**

No.

Dated

To

M/s.....

Sub.:

Name of Work

Sir,

Pursuant to signing of Agreement on, it is intimated that work orders as per site requirement shall be placed upon you by GM (P), NHIDCL.

You are requested to contact the General Manager (P), Branch Office: Dimapur for further necessary action related to work.

You are hereby requested to furnish Performance Security plus additional security in the form detailed in para. 33.2 of ITB for an amount equivalent to **Rs.....(Rupees in words.....)** within 15 days as per provisions of clause 33.1 of ITB of the bid document failing which the actions as stipulated in clause 33.3 of ITB shall be taken.

Thanking you,

Yours faithfully,

(.....)
Executive Director (Projects)

FORM OF AGREEMENT

AGREEMENT

This agreement made on the..... day of -- 2019 between the National Highways & Infrastructure Development Corporation Ltd., Dimapur, Nagaland (hereinafter called "the Employer" of the one part and(hereinafter called "the Contractor") of the other part.

AND WHEREAS the Employer invited bids from eligible bidders for the execution of certain works, viz.....

AND WHEREAS pursuant to the bid submitted by the Contractor, vide _____ (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 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 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 words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - (a) Agreement,
 - (b) Letter of Acceptance
 - (c) Notice to proceed with the works
 - (d) Contractor's Bid,
 - (e) Contract Data,
 - (f) Conditions of Contract
 - (g) Technical Specifications,
 - (h) Drawings, if any
 - (i) Scope of Work
 - (j) Bill of Quantities, and
 - (k) Any other document listed in the Contract Data.

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

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

Binding Signature of Employer _____

For and on behalf of National Highways & Infrastructure Development Corporation, New Delhi – 110 001

Binding Signature of Contractor _____

For and on behalf of M/s. _____

In the presence of

1. Name :
Address:

2. Name :
Address:

In the Presence of

1. Name:
Address:

2. Name:
Address:

SECTION-V
CONDITIONS OF CONTRACT

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Section V

Conditions of Contract

A. General

1. Definitions

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

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

The Completion Date is the date of completion of each work order as certified by the Engineer.

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 Clause 2.2.

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

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

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

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

Days are calendar days; months are calendar months.

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

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

Defect liability period for work shall be 03 Months from the date of completion certificate issued by the Engineer.

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

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

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Work Order. 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 after the approval from Employer.

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

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

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

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

The **Start Date** is the date within 15 days after the date of issue of Work Order.

Temporary Works are works designed, constructed, installed and removed from NHIDCL, which varies the works.

Validity is the period of four months from date of signing of contract agreement which may be extended by the employer.

A **Variation** is an instruction given by the Engineer after the approval from NHIDCL, which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, maintain, and handover to the Employer, as defined in the Contract Data.

Work Order is the order containing the detailed scope of work to be executed at site indicated in the order when issued by the employer as and when required.

2. Interpretation

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

2.2 The documents forming the Contract shall be interpreted in the following order of priority.

- (a) Agreement,
- (b) Letter of Acceptance
- (c) Contractor's Bid,
- (d) Contract Data,
- (e) Conditions of Contract
- (f) Technical Specifications,
- (g) Drawings, if any
- (h) Implementation Manual
- (i) Scope of Work
- (j) Bill of Quantities, and
- (k) Any other document listed in the Contract Data.

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 specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

- 5.1 The Engineer, duly informing the Employer, 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 that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

- 7.1 The Contractor may not subcontract any portion of work, in Contract Data, without the prior approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 7.2 The Contractor shall not be required to obtain any consent from the Employer for:
- a. The sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
 - b. The provision of labour or labour component.
 - c. The purchase of Materials which are in accordance with the standards specified in the Contract.
- 7.3 Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes sub-contracting of any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:
- a) The Contractor shall not sub-contract the Works more than 49% of the work order(s) issued.
 - b) The Contractor shall not sub-contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any of his sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.
- 7.4 The Engineer should satisfy himself before recommending to the Employer whether
- a) The circumstances warrant such sub-contracting; and
 - b) The sub-Contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

8. Other Contractors

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

modification.

9. Personnel

9.1 The Contractor shall employ the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and experience are substantially equal to or better than those of the personnel stated in the Contract Data. If the personnel stated in the contract data are not deployed on site by the contractor, it will be treated as a breach of contract and action will be taken as per clause 53.

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

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 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), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due to solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

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

13. Insurance

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of defect liability period for events (a) to (d), 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 to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

- 13.2** Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.
- 13.3** If the Contractor does not provide any of the policies and certificates required, the Employer may effect 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 premiums shall be debt due.
- 13.4** Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- 13.5** Both parties shall comply with any conditions of the insurance policies.
- 14. Site Investigation Reports**
- 14.1** The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.
- 15. Queries about the Contract Data**
- 15.1** The General Manager (P), NHIDCL, will clarify queries on contract data.
- 16. Contractor to Construct the Works & do maintenance**
- 16.1** The Contractor shall construct, install and maintain the Works in accordance with the documents forming part of the contract.
- 17. The Works to be completed by the Intended Completion Date indicated in each work order**
- 17.1** The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date of each work order.
- 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 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. The contractor shall make necessary arrangements for safety of traffic as the road.
- 19.2 All the construction activities are to be performed on the Highways with heavy traffic. For the safety of road users, and that of labourer working at site, traffic management installations are to be set up by the contractor in accordance with MORT&H clause no. 112. A schematic figure / arrangement showing various components of traffic management installations should be submitted by the contractor to the engineer for his approval.

20. Discoveries

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

21. Possession of the Site

- 21.1 The Employer shall give complete possession of the Site to the Contractor on the date of signing of agreement.

22. Access to the Site

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

23. Instructions

- 23.1 The Contractor shall carry out all instructions of the Engineer, 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 Contractor and to have them audited by Auditors appointed by the Employer if so required by the Employer.

24. Deleted

25. Dispute Resolution

- 25.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 25.2.

25.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

25.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Authority's Engineer, or such other person as the Parties may mutually agree upon (the "Conciliator") to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) business day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 25.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 25.3.

25.3 Arbitration

25.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 25.2, shall be finally settled by arbitration in accordance with the rules of arbitration of the SOCIETY FOR AFFORDABLE REDRESSAL OF DISPUTES (SAROD).

25.3.2 Deleted.

25.3.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article 25 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

25.3.4 The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

25.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

25.3.6 In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120 % (one hundred and twenty per cent) of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment

shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten per cent) per annum from the date of interim payment to the date of final settlement of such balance.

25.4 Adjudication by Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Contractor and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 25, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

26. Deleted

B. Time Control

27. Programme

- 27.1 The Employer shall issue the indent of work in stages specifying the time limit for the same as and when required as per site condition.
- 27.2 Within time stated in the Contract data the contractor shall submit to the Engineer for approval a Programme as per Clause 22.1 showing the general methods, arrangements, order, and timing for all the activities in the works along with cash flow forecast.
- 27.3 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 sequences of the activities.
- 27.4 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 the contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
- 27.5 The Engineer's approval of the programme shall not alter the Contractors 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 events.

28. Extension of Completion Date

- 28.1 The Engineer shall extend the Completion Date in case full justification exists, only after the approval of NHIDCL, if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would

cause the Contractor to incur additional cost. No price variation will be payable during the extended period.

- 28.2 The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 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 cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Indented Completion Date.

29. Delays Ordered by the Engineer

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

30. Management Meetings

- 30.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.
- 30.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

31. Identifying Defects

- 31.1 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.

32. Tests

- 32.1 The contractor shall be solely responsible for:
- a. Carrying out the mandatory tests prescribed in the documents forming part of contract.
 - b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 32.2 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.
- 32.3 Subject to further condition in contract data.

33. Correction of Defects noticed during the Defect Liability Period.

- 33.1 It is the terms of contract that Short Term Improvement and Maintenance of road shall be of very high standard, requiring no major repairs for at least Three (03) months after the date of completion of works.

- 33.2 If any defects including shrinkage, cracks and other faults appear in the work within Twelve months of "Taking over" certificate, 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 for Twelve months thereafter. The Defects Liability shall be extended for as long as defects remain to be corrected.
- 33.3 Every time notice of a defect is given, the Contractor shall correct the notified defect at his own cost within the length of time specified by the Engineer's notice. If the contractor is in default the Engineer shall cause the same to be made good by other workmen and deduct the expenses from any sums that may be due to the contractor.

34. Uncorrected Defects

- 34.1 If the Contractor has not corrected a Defect/completed the work, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected/completed, and the Contractor will pay this amount.
- 34.2 If the Contractor has not completed the work to the satisfaction of the engineer, within the time specified in the Employer's notice/indent, in no case exceeding one month, the engineer will assess the cost of having the work completed through some agency and the contractor will pay this amount in addition to the damages specified as per clause 45.

D. Cost Control

35. Bill of Quantities

- 35.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning and maintaining works to be done by the Contractor.
- 35.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rates in the Bill of Quantities for each item for the work executed.

35.3 Changes in the Quantities

35.3.1 Deleted

35.3.2 Deleted

35.3.3 Change of scope due to ongoing Four laning

The proposed section of National Highway in the contract is being made to Four lane hence, the contractor shall not claim anything from NHIDCL on account of earlier termination of the contract i.e. before the expiry of the scheduled contract period on account of award of work for Four laning of the Highway.

Work order will be issued based on as and when required basis. The work may be required to be partially executed or may not be executed at all by NHIDCL. No claim whatsoever from any of the selected bidders on this account shall be entertained in this regard.

36. Variations

- 36.1 The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order only after approval from NHIDCL as per NHIDCL guidelines, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programme produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

37. Payments for Variations

- 37.1 If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.
- 37.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities
- 37.3 If the rate for Variation item cannot be determined in the manner specified in Clause 37.1 or 37.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor and approval from NHIDCL will be taken. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Employer on the rate so determined shall be final and binding on the Contractor.

38. Cash Flow Forecasts

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

39. Payment Certificates

- 39.1 The Contractor shall submit to the Engineer, statements on completion of 50% of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.
- 39.2 Deleted
- 39.3 The value of work executed shall be determined, based on measurements by the Engineer.
- 39.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 39.5 The value of work executed shall also include the valuation of Variations and Compensation Events.
- 39.6 The Engineer/Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later

information.

- 39.7 The final bill shall be submitted by the contractor within 30 days of the actual date of completion of the work; otherwise the Engineers certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days as far as possible.

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments (if any), 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 15 days of the date of each certificate.
- 40.2 The Authorized Representative of the Employer shall make the payment certified by the Engineer.
- 40.3 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.

41. Compensation Events

- 41.1 The following shall be Compensation Events unless they are caused by the Contractor:
- a) The Engineer orders a delay or delays exceeding a total of 30 days.
 - b) The effects on the Contractor of any of the Employer's Risks.
- 41.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended after the approval of the employer.
- 41.3 The contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer/Employer.

42. Taxes & Currencies for payments.

- 42.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes etc. of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. The GST shall be reimbursed subject to production of proof of such payment by the contractor (proof should contain name of work). NHIDCL would retain the right to refuse the reimbursement if appropriate tax credit is not availed by the firm.
- 42.2 All payments will be made in Indian Rupees.

43. Price Adjustment - Deleted

- 43.1. Deleted

43.2. Deleted

44. Security Deposit / Retention Money

- 44.1 The Employer shall retain security deposit of five percent of the amount from each payment due to the Contractor until Completion of the whole of the Works.
- 44.2 The security deposit/retention money will be released after completion of the work and the performance security will be released to the Contractor when the Defect Liability period is over, and the Engineer has certified that the Defects, if any, notified by the Engineer to the Contractor before the end of this period have been corrected.
- 44.3 If the contractor so desires then the Security Deposit/retention money can be released on submission of unconditional Bank Guarantee at the following two stages:-
- (a) At a point after the progress of work in financial term (gross value of work done) has reached 50% of the contract amount.
 - (b) After the retention money has been deducted to the full value (5% of the Contract Amount).

45. Liquidated Damages

- 45.1 The Contractor shall pay liquidated damages to the Employer at the rate or part thereof stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.
- 45.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting in the next payment certificate. The contractor shall not be paid interest on the over payment of liquidated damages.

46. Advance Payment: Deleted

47. Securities

- 47.1 Subject to further condition in contract data, the Performance Security equal to Five percent of the contract price and 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 the form given in the Contract Data and by a prescribed bank. The Performance Security shall be valid until a date 28 days after the expiry of Defect Liability Period and the additional performance security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion. The validity shall account for additional 1 month time to account for BG verification, signing

of contract and start date.

48. Cost of Repairs

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

E. Finishing the Contract

49. Completion

- 49.1** The Contractor shall request the Engineer to issue a certificate of Completion of each work order, and the Engineer will do so upon deciding that the Work is completed.

50. Taking Over

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

51. Final Account

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

52. Operating and Maintenance Manual

52.1 Deleted

52.2 Deleted

53. Termination

- 53.1** The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

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

- a) The Contractor stops work for 10 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;

- b) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstitution or amalgamation;
- c) The Engineer/Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) The Contractor does not maintain a Security, which is required;
- e) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 45;
- f) The Contractor fails to provide insurance cover as required under clause 13;
- g) If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means 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" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- h) If the Contractor has not completed at least thirty percent of the value of Work required to be completed after half of the completion period has elapsed;
- i) If the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified; and
- j) Any other fundamental breach as specified in the Contract Data.

53.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

53.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible but in no case later than 7 days.

54. Payment upon Termination

54.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

54.2 Save and except Cl. 35.3.3, if the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, 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 outstanding on the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law. In case of termination on account of award of 4 laning work stated in Cl. 35.3.3, the Engineer shall issue a certificate for the value of work done till termination, less advance payments outstanding, less other recoveries due in terms of contract and less taxes

due to be deducted at source as per applicable law.

55. Property

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

56. Release from Performance

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

F. Other Conditions of Contract

57. Labour

- 57.1 The Contractor shall, make arrangements of his own cost and expenses for the engagement of all staff and labour, local or others; for their payment, housing, feeding and transport; and for compliance with various labour laws/ regulations.
- 57.2 The Contractor shall, as asked by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.
- 57.3 The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

58. Indemnity by the Contractor

- 58.1 The Contractor will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons ") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.
- 58.2 Without limiting the generality of Clause 58.2, the Contractor shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to: (a) failure of the Contractor to comply with Applicable Laws and Applicable Permits; (b) payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or (c) non-payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.

59. Drawings and Photographs of the Works

59.1 Deleted

59.2 Deleted

60. The Apprenticeship Act 1961

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

CONTRACT DATA TO GENERTAL CONDITIONS OF CONTRACT

SI No.	Items marked "N/A" do not apply in this Contract.	Clause Reference
1	<p>The Employer is :- Managing Director, NHIDCL Address: 3rd Floor, PTI Building 4 – Parliament Street, New Delhi</p> <p>Name of Authorized Representative:- General Manager (Projects), NHIDCL, B.O. Dimapur (Nagaland) H. No. 63(A), 1st Floor, NST Colony, Behind City Tower Building Circular Road, Dimapur: 797112, Nagaland Tel: 03862-248537, 03862-248575 Email- nhidcltmp1@outlook.com</p>	[Cl.1.1]
2	The Engineer is: To be intimated later	[Cl.1.1]
3	The Intended Completion Date for work under package will be intimated in the Work order (s), based on value of Work Order (s) issued.	[Cl. 1.1, 13.1 & 38]
4	The location of the site is given under Bid Notice (Section I)	[Cl.1.1]
5	The Start Date shall be within 3 - 7 days after the date of issue of the Notice to proceed with the work Orders (s).	[Cl.1.1]
6	The name and identification number of the Contract is given in the Table given in Bid Notice (Section I)	[Cl.1.1]
7	(a) The law which applies to the contract is the law of Union of India	[Cl. 3.1]
	(b) The language of the Contract document is English	[Cl. 3.1]
8	The Technical Personnel are as given in the ITB (Section II)	[Cl. 7.1]
9	<p>Amount for insurance are:</p> <p>a) Rupees equivalent to Contract price. b) Rupees equivalent to 5% of Contract price. c) Rupees equivalent to 5% of contract price. d) Rupees 20 lakhs for multiple incidents.</p>	[Cl. 11.1]
10	(a) Amount of liquidated damages for delay in completion of - 0.5 percent of the value of work order rounded off to the nearest thousand, per day.	[Cl. 34.1]
	(b) Maximum limit of liquidated damages for delay in completion of work: 10 percent of the value of each work order rounded off to the nearest thousand.	[Cl. 34.1]
11	The following documents also form part of the contract: Addendum/Corrigendum/any clarification to the Bid documents.	[Cl. 2.2]
12	Fees and type of reimbursable expenses to be paid to the Dispute Review Expert (To be Intimated later)	[Cl. 20.2]
13	Appointing Authority for the Dispute Review Expert – Secretary General of Indian Roads Congress, New Delhi.	[Cl. 21.1]
14	Appointing Authority for the Arbitrator/Presiding Arbitrator – Chairman of the Executive Committee of Indian Road Congress, New Delhi	[Cl. 47.1]

SECTION – VI
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

7.1 PREAMBLE:

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

7.2 GENERAL REQUIREMENTS

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

7.2.1 GENERAL TECHNICAL SPECIFICATIONS

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

7.2.2 GRANULAR SUB-BASE

401.1 Scope

This work shall consist of laying and compacting well-graded material on prepared subgrade in accordance with the requirements of these Specifications. The material shall be laid in one or more layers as sub-base or lower sub-base and upper sub-base (termed as subbase hereinafter) as necessary according to lines, grades and cross-sections shown on the drawings or as directed by the Engineer.

401.2 Materials

- 401.2.1 The material to be used for the work shall be natural sand, crushed gravel, crushed stone, crushed slag, or combination thereof depending upon the grading required. Use of materials like brick metal, Kankar and crushed concrete shall be permitted in the lower sub-base. The material shall be free from organic or other deleterious constituents and shall conform to the gradings given in Table 400-1 and physical requirements given in Table 400-2. Gradings III and IV shall preferably be used in lower sub-base. Gradings V and VI shall be used as a sub-base-cum-drainage layer. The grading to be adopted for a project shall be as specified in the Contract. Where the sub-base is laid in two layers as upper sub-base and lower sub-base, the thickness of each layer shall not be less than 150 mm.
- 401.2.2 If the water absorption of the aggregates determined as per IS:2386 (Part 3) is greater than 2 percent, the aggregates shall be tested for Wet Aggregate Impact Value (AIV) (IS:5640). Soft aggregates like Kankar, brick ballast and laterite shall also be tested for Wet AIV (IS:5640).

Table 400-1 : Grading for Granular Sub-base Materials

IS Sieve Designation	Percent by Weight Passing the IS Sieve					
	Grading I	Grading II	Grading III	Grading IV	Grading V	Grading VI
75.0 mm	100		-	-	100	-
53.0 mm	80-100	100	100	100	80-100	100
26.5 mm	55 -90	70-100	55-75	50-80	55-90	75-100
9.50 mm	35-65	50-80		-	35-65	55-75
4.75 mm	25 - 55	40-65	10-30	15-35	25-50	30-55
2.36 mm	20- 40	30-50			10-20	10-25
0.85 mm				-	2-10	
0.425 mm	10-15	10- 15	-		0-5	0-8
0.075 mm	<5	< 5	< 5	< 5		0-3

Table 400-2 : Physical Requirements for Materials for Granular Sub-base

Aggregate Impact Value (AIV)	IS:2386 (Part 4) or IS:5640	40 maximum
Liquid Limit	IS:2720 (Part 5)	Maximum 25
Plasticity Index	IS:2720 (Part 5)	Maximum 6
CBR at 98% dry density (at IS:2720-Part 8)	IS:2720 (Part 5)	Minimum 30 unless otherwise specified in the Contract

401.3 Construction Operations

401.3.1 Preparation of Sub-grade

Immediately prior to the laying of sub-base, the subgrade already finished to Clause 301 or 305 as applicable shall be prepared by removing all vegetation and other extraneous matter, lightly sprinkled with water, if necessary and rolled with two passes of 80-100 kN smooth wheeled roller.

401.3.2 Spreading and Compacting

The sub-base material of the grading specified in the Contract and water shall be mixed mechanically by a suitable mixer equipped with provision for controlled addition of water and mechanical mixing. So as to ensure homogenous and uniform mix. The required water content shall be determined in accordance with IS:2720 (Part 8). The mix shall be spread on the prepared subgrade with the help of a motor grader of adequate capacity, its blade having hydraulic controls suitable for initial adjustment and for

maintaining the required slope and grade during the operation, or other means as approved by the Engineer.

Moisture content of the mix shall be checked in accordance with IS:2720 (Part 2) and suitably adjusted so that, at the time of compaction, it is from 1 to 2 percent below the optimum moisture content.

Immediately after spreading the mix, rolling shall be done by an approved roller. If the thickness of the compacted layer does not exceed 100 mm, a smooth wheeled roller of 80 to 100 kN weight may be used. For a compacted single layer upto 200 mm the compaction shall be done with the help of a vibratory roller of minimum 80 to 100 kN static weight capable of achieving the required compaction. Rolling shall commence at the lower edge and proceed towards the upper edge longitudinally for portions having unidirectional crossfall or on super-elevation. For carriageway having crossfall on both sides, rolling shall commence at the edges and progress towards the crown.

Each pass of the roller shall uniformly overlap not less than one-third of the track made in the preceding pass. During rolling, the grade and crossfall (camber) shall be checked and any high spots or depressions which become apparent, corrected by removing or adding fresh material. The speed of the roller shall not exceed 5 km per hour.

Rolling shall be continued till the density achieved is at least 98 percent of the maximum dry density for the material determined as per IS:2720 (Part 8). The surface of any layer of material on completion of compaction shall be well closed, free from movement under compaction equipment and from compaction planes, ridges, cracks or loose material. All loose, segregated or otherwise defective areas shall be made good to the full thickness of layer and re-compacted.

401.4 Surface Finish and Quality Control of Work

The surface finish of construction shall conform to the requirements of Clause 902. Control on the quality of materials and works shall be exercised by the Engineer in accordance with Section 900.

401.5 Arrangements for Traffic

During the period of construction, arrangements for the traffic shall be provided and maintained in accordance with Clause 112.

401.6 Measurements for Payment

Granular sub-base shall be measured as finished work in position in cubic metres.

The protection of edges of granular sub-base extended over the full formation as shown in the drawing shall be considered incidental to the work of providing granular sub-base and as such no extra payment shall be made for the same.

401.7 Rate

The Contract unit rate for granular sub-base shall be payment in full for carrying out the required operations including full compensation for:

- i) making arrangements for traffic to Clause 112 except for initial treatment to verges, shoulders and construction of diversions;
- ii) supplying all materials to be incorporated in the work including all royalties, fees, rents where applicable with all leads and lifts;
- iii) all labour, tools, equipment and incidentals to complete the work to the Specifications;
- iv) carrying out the work in part widths of road where directed; and
- v) carrying out the required tests for quality control.

7.2.3 SURFACE DRESSING

509.1 Scope

This work shall consist of the application of one coat or two coats of surface dressing, each coat consisting of a layer of bituminous binder sprayed on a previously prepared, base, followed by a cover of stone chips rolled in to form a wearing course to the requirements of these Specifications.

509.2 Materials

509.2.1 Binder

The binder shall either be bitumen conforming to IS:73 or rapid setting cationic bitumen emulsion (RS-2) conforming to IS:8887. Grade of bitumen shall depend upon the climatic condition. For selection of grade of bitumen guidance may be taken from Table 500-1. The type of binder to be used shall be stated in the Contract, or as directed by the Engineer.

509.2.2 Aggregates

The stone chips (cover aggregate) shall conform to the requirements of Clause 505.2.2., except that their water absorption shall be restricted to a maximum of 1 percent and they shall have a Polished Stone Value of minimum 60. [in BS:812 (Part-114)], of not less than 60. The size of the aggregate shall depend upon the type of surface on which it is laid and the traffic intensity. The chips shall be single sized, clean, hard, durable, of cubical shape; and free from dust and soft or friable matter, organic or other deleterious matter and conform to one of the gradings given in Table 500-21. The size of the aggregate shall depend upon the type of surface on which it is laid and the traffic intensity. Table 500-20 may be used as guidance.

Pre-coated Chips : As an alternative to the use of an adhesion agent or wherever specified in the Contract, the chips may be pre-coated before they are spread except when the sprayed binder film is a bitumen emulsion. Pre-coating the chips may be carried out by mixing aggregates with 0.75 to 1.0 percent of bitumen by weight of chips in a suitable mixer. The chips shall be heated to 160°C and mixed with the binder heated to its application temperature. The pre-coated chips shall be allowed to cure for at least one week or until they become non sticky and can be spread easily.

Table 500-20 : Recommended Nominal Size of Aggregates (mm)

Type of Surface	Traffic Intensity in Terms of Number of Vehicles Per Day in the Lane Under Consideration		
	1000-2000	200-1000	20-200
Very hard	10	6	6
Hard	13	10	6
Normal	13	10	6
Soft	19	13	13
Very soft		19	13

Table 500-21 : Grading requirements for Aggregates used for Surface Dressing

IS Sieve Designation (mm)	Cumulative Percent by Weight of Total Aggregates Passing for the Following Nominal Sizes (mm)			
	19	13	10	6
26.5	100			
19	85-100	100		
13	0-40	85-100	100	
9.5	0-7	0-40	85-100	100
6.3		0-7	0-35	85-100
4.75			0-10	
3.35				0-35
2.36	0-2	0-2	0-2	0-10
0.60			—	0-2
0.075	0-1.5	0-1.5	0-1.5	0-1.5
Minimum 65% by weight of aggregate	Passing 19 and retained on 13.2	Passing 13.2 and retained on 9.5	Passing 9.5 and retained on 6.3	Passing 6.3 and retained on 3.35

509.2.3 Rates of Spread of Binder and Chips

The rate of spread of binder and chips will depend upon the nominal size of the aggregate and the extent of its embedment into the surface. The rate shall be determined as per the procedure given in Manual for Construction and Supervision of Bituminous Construction. Approximate rate of application of aggregates, and binder under average conditions are given in Table 500-22.

Table 500 22 : Approximate Rate of Application of Binder and Aggregates

Nominal Aggregate Size mm	Binder (Kg/m ²)			Aggregates Cu.m/m ²
	Uncoated Aggregates		Coated Aggregates	
	Bitumen	Emulsion	Bitumen	
19	1.2	1.8	1.0	0.014-0.015
13	1.0	1.5	0.8	0.009-0.011
10	0.9	1.3	0.7	0.007-0.009
6	0.75	1.1	0.6	0.003-0.005

Note : Bitumen for coated aggregates excludes quantity of bitumen required for coating.

509.2.4 Anti-Stripping Agent

Where the proposed aggregate fails to pass the stripping test then an approved anti-stripping agent (Appendix 4 for details) may be added to the binder in accordance with the manufacturer's instructions. The effectiveness of the proposed anti-stripping agent must be demonstrated by the Contractor, before approval by the Engineer.

509.3 Construction Operations

509.3.1 Weather and Seasonal Limitations

Clause 501.5.1 shall apply.

509.3.2 Preparation of Base

The base on which the surface dressing is to be laid shall be prepared, shaped and conditioned to the specified lines, grade and cross section in accordance with Clause 501 or as directed by the Engineer. Prime coat, where needed, shall be provided as per Clause 502 or as directed by the Engineer. Where the existing surface shows signs of fatting up, the excess bitumen shall be removed as directed by the Engineer. The bituminous surface to be dressed shall be thoroughly cleaned either by using a mechanical broom and/or compressed air, or any other approved equipment/method as specified in the Contract or directed by the Engineer. The

prepared surface shall be dust free, clean and dry, (except in the case of cationic emulsion where the surface shall be slightly damp).

509.3.3 Application of Binder

After preparation of base, paving grade binder heated to an appropriate temperature or bitumen emulsion shall be sprayed uniformly using mechanical sprayers. During the operation the ratio between truck speed and pump revolution shall be maintained constant with the help of automatic control. When work resumes, the binder shall not be sprayed on the earlier completed surface. This can be done by covering the completed work with bitumen impregnated paper. Excessive deposit of bituminous material shall be immediately removed. The equipment described in IRC:SP:34 with synchronized spraying and compaction shall be preferred for better control and uniformity in construction.

The spraying temperatures for binder are given below:

Binder Grade	Whirling Spray Jets		Slot Jets	
	Min°C	Max°C	Min°C	Max°C
VG 10	180	200	165	175

509.3.4 Application of Stone Chips

Immediately after application of the binder, clean, dry chips (in the case of emulsion the chippings may be slightly damp) shall be spread uniformly by means of a mechanical chip spreader on the surface so as to cover the surface completely with a single layer of chips.

509.3.5 Rolling

Rolling of the chips should preferably be carried out by a pneumatic tyre roller in accordance with Clauses 501.6 and 501.7. Rolling shall commence at the edges and progress towards the centre except in super-elevated and uni-directional cambered portions where it shall proceed from the lower edge to the higher edge. Each pass of the roller shall uniformly overlap not less than one-third of the track made in the preceding pass. While rolling is in progress, additional chips shall be spread by hand in necessary quantities required to make up irregularities. Rolling shall continue until all aggregate particles are firmly embedded in the binder and present a uniform closed surface.

509.3.6 Application of Second Coat of Surface Dressing

Where surface dressing in two coats is specified, the second coat should not be applied until the first coat has been open to traffic for two weeks. The surface on which the second coat is laid must be clean and free of dust. The construction operations for the second coat shall be the same as described in Clauses 510.3.3 to 510.3.5.

509.4 Opening to Traffic

Traffic shall not be permitted to run on any newly surface dressed area until the following day. In special circumstances, however, the Engineer may allow the road to be opened to traffic immediately after rolling, but in such cases traffic speed shall be limited to 20 km per hour until the following day.

509.5 Surface Finish and Quality Control of Work

The surface finish of construction shall conform to the requirements of Clause 902.

For control on the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

509.6 Arrangements for Traffic

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

509.7 Measurement for Payment

Each coat of surface dressing shall be measured as finished work for the area instructed to be covered, in square metres.

509.8 Rate

The Contract unit rate for surface dressing, based on the approximate rates of application for binder given in Table 500-22 and each size of chippings given in Clause 509.2.3, shall be adjusted, plus or minus, for the difference between the approximate rate of spread and the rate of spread determined based on design and approved by the Engineer. The adjusted rate shall be payment in full for carrying out the required operations including full compensation for all components listed in Clause 501.8.8.2.

To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of NHIDCL

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2019

BETWEEN

National Highways & Infrastructure Development Corporation Ltd (NHIDCL) represented through its Managing Director and having its principal office at 3rd Floor, PTI Building, 4 Parliament Street New Delhi-110001, (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual /firm/ Company) Through
.....(Details of duly authorized signatory)
(Hereinafter referred to as the "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

PREAMBLE

WHEREAS the Principal/ Owner has floated the Tender (NIT No dated)

(Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "**Emergent and Special Repairing of Dimapur to Kohima section of NH-29 from Chainage Km 124+100 to Km 140+000 (Percentage Rate and Work Order Basis)**", hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and /or Contractor(s).

AND WHEREAS to meet the aforesaid purpose both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/ Bid documents and Contract between the parties.

AND WHEREAS in order to achieve the above goals, the Principal has appointed an Independent External Monitor (IEM) who will monitor the Tender process and the execution of

the contract for compliance with the principles mentioned herein.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitments of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
2. No employee of the Principal/ Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
3. The Principal/ Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/ Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
4. The Principal/ Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
5. If the Principal/ Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/ Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitments of the Bidder(s)/ Contractor(s)/ Consultant(s)

1. It is required that each Bidder/ Contractor/ Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/ Contractor(s)/ Consultant (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/ Owner's employees involved in the Tender process or execution of the Contract or to any third person any

material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non- submission of bids or any other action to restrict competitiveness or to cartelize the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(S)/ Contract(s) will not use improperly for the purpose of competition or personal gain, or pass on the others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item.
- e. The Bidder(s)/Contractor(s) shall, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- f. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice which means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- h. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/ her reputation or property to influence their participation in the tendering process)

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/ Owner under law or the Contract or its established policies and laid down procedures, the Principal/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/ contractor(s) from the Tender process or terminate/determine the Contract, if already executed or executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/ Owner.
2. Forfeiture of EMD/ Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/ Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
3. Criminal Liability: If the Principal/ Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/ Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central/ State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/ Contractor can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, as its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Contractors/ Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/ Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders, Contractors and Subcontractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any state of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolutions.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/ Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Independent External Monitor

1. The Principal appoints a competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/ Contractors as confidential. He reports to the MD, NHIDCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Sub-contractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can submit non-binding recommendations in this regard. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the MD, NHIDCL, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the MD, NHIDCL a substantiated suspicion of an offence under relevant IPC/PC Act and the MD, NHIDCL does not, within the reasonable time, takes visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural.

Article 9- Legal and Prior Rights

All right and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place:

Dated: