

**NATIONAL HIGHWAYS & INFRASTRUCTURE  
DEVELOPMENT CORPORATION LIMITED**  
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS)  
GOVERNMENT OF INDIA

RFP  
for

**Deployment of Patrol Vehicles (Total Length = 200 Km) on  
selected National Highway Corridors in the State of Assam  
(3<sup>rd</sup> Call)**

**December-2020**

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**Office of the Executive Director (P)-Regional Officer**  
National Highways & Infrastructure Development Corp. Ltd.  
2<sup>nd</sup> Floor, Agnishanti Business Park,  
GNB Road, Opposite AGP Office, Ambari, Guwahati-781001

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<b>CONTENTS</b>
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**Volume-I**

**TITLE**

SECTION I	NOTICE INVITING TENDER
SECTION II	INSTRUCTIONS TO BIDDERS & APPENDIX TO BID
SECTION III	QUALIFICATION INFORMATION
SECTION IV	FORM OF BANK GUARANTEE, AGREEMENT & LOA
SECTION V	CONDITIONS OF CONTRACT & CONTRACT DATA
SECTION VI	SCOPE OF WORK
SECTION VII	ADDITIONAL CONDITIONS
SECTION VIII	BILL OF QUANTITIES

**(SECTION-I)**  
**NOTICE INVITINGTENDER**

**Notice Inviting Tender**  
**(National Competitive Bidding)**

**NIT No. RO/GHY/Patrol Vehicle/075**

Date: 02.12.2020

1. The National Highways & Infrastructure Development Corporation Limited (NHIDCL) hereby invites bids through **“e- tendering mode” on item rate basis** 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 MoRT&H/NHAI/NHIDCL or black listed/debarred for specified period by MoRT&H/NHAI/NHIDCL.

Sl. No.	Section	Number of Vehicles & Length assigned to each vehicle *	NH- No.	State
1	<b>Deployment of Patrol Vehicles (Total Length = 200 Km) on selected National Highway Corridors in the State of Assam</b>	04(Four) & 50 (Fifty) Km	As per “Annexure-I of Section-VI”	Assam

\* Number of vehicles may be increased or decreased as per requirement.

Cost of Bid documents (Non-Refundable): Rs. 10,000/-+18% GST in favour of NHIDCL in form of DD payable at Guwahati.

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

Bid Security	Description of Work Completed of similar nature during last 3years	Period of Services ^
Bid Securing Declaration to be furnished	At least one work which involves deployment of Route Patrol Vehicle in an NH/SH Corridor of 50 Km continuous length.	Upto 31.03.2021
^ The period of service may be extended or curtailed as per requirement.		

2. The currency of the contract shall be only in IndianCurrency.
3. It is mandatory for all the bidders to have class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering ofNHIDCL.
4. ***The authorized signatory Holding Power of Attorney shall only be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not same, the bid shall be considered as Non-Responsive.***
5. New e-procurement Portal is accessible from Central Public Procurement Portal (CPPP) i.e. <http://eprocure.gov.in> and <https://etenders.gov.in/eprocure/app>. The user can get 24X7 Helpdesk support on 0120-4200462, 0120-4001002 and email : [support-eproc@nic.in](mailto:support-eproc@nic.in).
6. **e-Tender ServiceProvider:**  
E-Procurement portal developed by National Informatics Centre (NIC).

Key Dates for download/view/submission/opening of bid.

Date and Time of Sale of Bid Documents	03.12.2020 from 09:00 Hrs
Availability of Bid Documents (last date& time of sale of Bid documents):	17.12.2020 upto 17:00 Hrs
Last date & time of submission of e-bids (Bid due date):	17.12.2020 upto 17:00 Hrs
The date of opening of bid online:	18.12.2020 on 11:00 Hrs

7. The complete bid document can be viewed/ downloaded from the e-tender portal i.e. <http://eprocure.gov.in> or <https://etenders.gov.in/eprocure/app> or [www.nhidcl.com](http://www.nhidcl.com) free of cost. To participate for bidding, bidder have to pay Rs. 10,000/- + 18% GST (non-refundable) towards the fee of bidding document on or prior to last date & time of sale of biddocument.
8. The amendments/clarifications to the Bid Document if any shall be hosted on said websites.
9. The Bids shall be submitted in the prescribed format given on the said websites on or before the date and time as mentioned above. Physical submissions of documents shall be done on or before Bid Due Date. The Technical Bid and Financial bid shall be opened online only.

10. Representatives of the bidders (maximum upto two) who choose to attend may attend the online opening of the bids at the Regional Office, Guwahati on the date and time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letter head of the bidder, at the time of opening of bids as mentioned above.
11. It is clarified that, the bidders have to upload the details of cost of bid document, on or before the last date & time of sale of bid documents mentioned above on the e-tendering portal, otherwise, it will not be possible for them to upload the e-tender documents on the e-tendering portal. Bidders are advised to upload their bids well in time, to avoid last minutes rush on the server or complications in uploading. NHIDCL, in any case, will not be responsible for any type of problem in uploading the bid.
12. Submission of the Bids after the Bid Due date and time shall not be permitted. Time being displayed on e-tendering portal. Bids are required to be submitted by Bidders, only as per the Standard Time and not the time as per their location/country.
13. The Bidders are advised to submit their Bids well before the Bid Due Date. The Authority shall not be responsible for any delay in submission of Bids for any reason including server and technical problems. ***NHIDCL reserves the right to accept or reject any or all Bids without assigning any reason thereof.***
14. In case of any problem with the submission of the Bid, the Bidder may have the assistance of help desk or use the help manual given on the said website.
15. Address for communication/ clarification if any;

**Deputy General Manager (Projects),**  
National Highways & Infrastructure Development Corp. Ltd.,  
Regional Office, Guwahati,  
2<sup>nd</sup> Floor, Agni Shanti Business Park, Opposite AGP Office,  
Ambari, Guwahati-781001

**(SECTION-II)**

**INSTRUCTIONS TO BIDDERS  
& APPENDIX TO BID**

**Section II: Instructions to Bidders**  
**Table of Clauses**

Clause	A.1 Procedure under E-Tendering		D. Submission of Bids
	A.2 General	Clause	
1	Scope of Bid	19	Sealing and Marking of Bids
		20	Deadline for Submission of Bids
2	Source of Funds	21	Late Bids
3	Eligible Bidders	22	Modification & Withdrawal of Bids
4	Qualification of the Bidder		<b>E. Bid Opening &amp; Evaluation</b>
5	One Bid per Bidder	23	Bid Opening
6	Cost of Bidding	24	Process to be Confidential
7	Site Visit	25	Clarification of Bids and Contracting the Employer
	<b>B. Bidding Documents</b>	26	Examination of bids and Determination of Responsiveness
8	Content of Bidding Documents	27	Correction of Errors
9	Clarification of Bidding Documents	28	Evaluation and Comparison of Financial Bids
10	Amendment of Bidding Documents	29	Price Preference
	<b>C. Preparation of Bids</b>		<b>F. Award of Contract</b>
1	Language of Bid	30	Award Criteria
12	Documents Comprising the Bid	31	Employer's Right to Accept any Bid and to Reject any or all Bids
13	Bid Prices	32	Notification of Award and signing of agreement
14	Currencies of Bid and Payment	33	Performance Security
1	Bid Validity	34	Advances
16	Earnest Money/ Bid Security/ Forfeiture/ Debarment	35	Corrupt or Fraudulent Practices
17	Alternative Proposals by Bidders		
1	Format and Signing of Bid		



## **A.2 General**

### **1. Scope of Bid**

The Employer (i.e. Managing Director, National Highways & Infrastructure Development Corporation Limited) invites bids for "Deployment of Patrol Vehicles (Total Length = 200 Km) of selected National Highway Corridors in the State of Assam as described in these documents and referred to as "the works". The name and identification number of the works is also provided in the Notice Inviting Tender.

The successful Bidder will be expected to complete the Works by the intended Completion Date specified in the Contract Data (Part I General Conditions of Contract).

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

### **2. Source of Funds**

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

### **3. Eligible Bidders**

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

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

### **4. Qualification of the Bidder**

All bidders shall furnish scanned copy of the following information and documents with their bids as format provided in Section-3, Qualification Information.

- (a)** Scanned Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b)** Total monetary value of Incident Management Work/ civil engineering construction works performed for each of the last three years;
- (c)** Experience certificate of similar nature and size in the last three years with certificates from the concerned officer of the rank of Executive Engineer/Project Director or equivalent; or Certificate issued by the Concessionaire shall specifically mention therein w.r.t. deployment of type of vehicles required in

instant bid by the firm and the bidder also has to submit "Tax Deduction at Source Certificate" in support of the claim against the amount of work being deliberated as experience.

- (d) Scanned copy of Evidence of availability (either owned or leased or rented) of items of construction/incident management equipment/vehicle/machinery named in Clause 4.4 B(b)(i) of Appendix to Bid.
- (e) Scanned copy of CV of technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of Appendix to Bid.
- (f) Scanned copy of Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the last three years;
- (g) Deleted
- (h) Deleted
- (i) Deleted
- (j) 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;
- (k) Deleted
- (l) Deleted.

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

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

Satisfactorily Completed at least one Similar Work as a prime contractor (or as a nominated/approved subcontractor, provided further that all other qualification criteria are satisfied) during last Three years (ending last day of month previous to the one in which bids are invited), involving deployment of Route Patrol Vehicle in an NH/SH Corridor of 50 Km continuous length.

***(The work shall be considered satisfactorily Completed when reached a value of 90% of contract value or Incident management services have been deployed for 6 Months or more on ongoing work. For these ongoing Incident management Works the months of services rendered shall be calculated only till bid due date and the amount of services rendered for qualification shall be derived On the pro-rata basis from the contract amount or as certified by an officer not below the rank of an Executive Engineer or Project Director )***

***The similar work constitutes worksinvolving deployment of Route Patrol Vehicle in an NH/SH Corridor of 50 Km continuous length.***

***The deployed incident management servicesshall necessarily conform to stipulations of IRC:SP:84-2019 for consideration as experience in similar nature of work.***

**B (a)** Each bidder mustproduce:

- (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 at (i)&(ii)shall makethebidnon-responsive.**

**(b)** Each bidder mustdemonstrate:

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

I Deleted

(d) Deleted

**4.4.C** Deleted

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

Each Bidder shall submit only one Bid for the work. A Bidder who submits more than one Bid will cause such bids to be disqualified.

## **6. Cost ofBidding**

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**

The Bidder, at own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself/herself 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. Bidder may contact the GM(P)/DGM(P) of PMU Dhubri/Tezpur/Jorhat, NHIDCL/Regional Office Guwahati in this regard.

## **B. Bidding Documents**

### **8. Content of Bidding Documents**

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

#### **Volume- I:-**

- I Notice Inviting Tender
- II Instructions to Bidders & Appendix to Bid
- III Qualification Information
- IV Forms Bank Guarantee, Agreement & LOA
- V Conditions of Contract & Contract Data
- VI Scope of Work and Specifications
- VII Additional Conditions

#### **Volume – II:-**

Bill of Quantities for works; (Should be filled in the prescribed format given in the Bid Document).

Bidders are required to quote a single rate against the item (for all items in the Bills) in BOQ. (Partially Filled/In complete Financial Bids shall be rejected unconditionally).

Deleted

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**

A prospective Bidder requiring any clarification on the bid documents may notify the Employer in writing or by cable ("cable" includes facsimile) 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 NHIDCL website or CPP Portal, which are required in the opinion of the Employer including a description of the enquiry, but without identifying its source.

**Deleted**

**Deleted**

The bidder is requested to submit any questions in writing or by cable so as to reach the Employer not later than 25 days from the date of NIT.

The questions raised (without identifying the source of the enquiry) and the responses given will be posted without delay on website. Any modification of the bid documents listed in Clause 8.1, which may become necessary as a result of the pre-bid clarifications 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.

## **10. Amendment of Bidding Documents**

Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

Any addendum thus issued shall be part of the bidding documents and shall be hosted on web site of NHIDCL.

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.

## **C. Preparation of Bids**

### **11. Language of Bid**

All documents relating to the Bid shall be in English.

### **12. Documents Comprising the Bid**

**12.1** The bid to be submitted by the bidder (refer Clause 8.1) shall be in two separate parts:

Part-I – This shall be named Technical Bid and shall comprise of information required to be submitted in "Section 4: Qualification of the bidders",

online through CPP portal along with physical submission of documents as brought out in Section 12.2 below.

Part-II – It shall be named Financial Bid and shall comprise of Priced bill of quantities – to be submitted online through CPP Portal.

Documents to be submitted in physical form must reach the Regional Office, Guwahati by Bid Due Date.

**12.2** Though, the scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal, As per clause 12.1 above, however, following original documents in physical form shall be submitted in a sealed envelope by **17:00 Hr** 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) Bid Securing Declaration
- b) Bid Document Fee
- c) Deleted
- 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.

**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.	Scope of work & Technical Specifications
6.	Additional Conditions

### 13. Bid Prices

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

The bidder shall quote bid prices on appropriate format enclosed as part of tender document on CPP portal. Bidders are required to quote a single rate against each item (for all items in the Bills) in BOQ. (Partially Filled/Incomplete Financial Bids shall be rejected unconditionally).

***All duties, taxes (including the Goods & Service tax), royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rate of each item, prices, and total Bid price submitted by the Bidder. The employer will perform duties in regards to the deduction of such taxes at sources as per applicable Law. Though the quote from bidder shall be inclusive GST, the GST shall be paid on reimbursement basis (as applicable) subject to production of proof of such payment by the Contractor (Proof should contain name of work).***

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

The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

### 15. Bid Validity

**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.**

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

### 16. Earnest Money / Bid Security/ Forfeiture/Debarment: To be submitted in form of Bid Securing Declaration.:

The bidder has to sign a Bid securing declaration accepting that if the bidder withdraw or modify its bid during the period of validity i.e. not less than 120 (one hundred twenty) days from the bid due date or if the bidder is awarded the contract and failed to sign the contract or to submit a performance security before the deadline defined in the request for bid documents, the bidder will be suspended for participation in the tendering process for the work of MORT/NHAI/NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work. The bid securing declaration

shall be submitted as per the "Format for Bid Securing Declaration".

#### 17. Alternative Proposals by Bidders

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

#### 18. Format and Signing of Bid

The Bidder shall submit e-bid comprising of the documents as described in Clause 12 of the ITB. Further, all pages of the bid document shall be signed and stamped by the authorized signatory of the bidder, failing which the bid shall be summarily rejected.

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#### D. Submission of Bids

#### 19. Marking of Bids

The Bidders are advised to submit their Technical Bids well before the Bid Due Date. The Authority shall not be responsible for any delay in submission of Bids for any reason including server and technical problems. ***NHIDCL reserves the right to accept or reject any or all Bids without assigning any reason thereof.***

In case of any problem with the submission of the Bid, the Bidder may have the assistance of help desk or use the help manual given on the said website.

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Deleted

DELETED.

DELETED.

DELETED.

#### 20. Deadline for Submission of Bids

The Bidder shall ensure that the complete e-Bid is uploaded on CPP portal on or before the Bid Due Date before the time specified in NIT/e-portal. Complete e-Bid to be uploaded on CPP portal before due date and time.



NHIDCL assumes no responsibility for inability of a bidder to submit bids through CPP 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.

The Employer may, at his discretion, 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 thereafter be subject to the deadline as extended.

**21. Deleted**

**22. Modification and Withdrawal of Bids**

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.

DELETED.

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

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.

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

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

**E. Bid Opening and Evaluation**

**23. Bid Opening**

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) through online process of e-tendering. '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.

DELETED

**23.1.1. DELETED**

**23.1.2 DELETED**

- (i) The bids accompanied with Bid Securing Declaration, Bid document fee, will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.
- (ii) Deleted
- (iii) Deleted
- (iv) In case any document is found to be missing, the bid shall be summarily rejected. As soon as possible, the Evaluation Committee will finalize the list of technically 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.

(i) The Employer shall inform the bidders, on the website 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.

#### **24. Process to be Confidential**

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 except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

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. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

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**

During the detailed evaluation of “Technical Bids”, the Employer will determine whether each Bid.

- (a) meets the eligibility criteria defined in Clauses 3 and 4;
  - (b) the required documents uploaded/submitted 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.

DELETED.

DELETED.

## **27. Correction of Errors.**

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

***a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.***

The amount stated in the Financial Bid will be corrected by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 16.6.

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

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

In evaluating the Bids, the Employer will determine for each bid the evaluated bid price by adjusting the Bid price after making any correction for errors pursuant to Clause 27.

The bidder quoting the lowest amount shall be the L-1 bidder and declared as the “Successful Bidder”. In case of tie, the successful bidders shall be ranked on the basis of their experience submitted in the Qualification Criteria and the bidder having the maximum length of NH/SH Corridor experience shall be declared as the Successful Bidder.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's/Employer's estimate of the cost of work of whole work, 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 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. The amount of the additional increased performance security as decided by the Employer shall be final, binding and conclusive on the bidder.

A bid, in which an item or overall financial quote is priced unrealistically low (Item rate) and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

## **29. Price Preference**

There will be no price preference to any bidder.

## **F. Award of Contract**

### **30. Award Criteria**

Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined:

- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.
- ii. Deleted.

### **31. Employer's Right to accept any Bid and to Reject any or all Bids**

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

### **32. Notification of Award and Signing of Agreement.**

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, and of routine maintenance of roads by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

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

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**

Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of amount equivalent to 5 % (Five Percent) of the Contract Price, valid for the period of 60days after the expiry of period of Service plus additional security for unbalanced Bids in accordance with Clause28.3 of ITB and sign the contract.

The performance security shall be either in the form of a Bank Guarantee in the name of the Employer, from a Scheduled Commercial Bank as per format stipulated in the RFP.

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 and debarment for a period as specified in clause 16.7.

### **34. Advances**

DELETED

### **35. Corrupt or Fraudulent Practices**

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Employer may reject any bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.

Without prejudice to the rights of the Employer under Clause 35 hereinabove, if an bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender issued by the Employer during a period of 2 (two) years from the date such bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

For the purposes of this Clause 35, the following terms shall have the meaning hereinafter respectively assigned to them:

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

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

(b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;

(c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;

(d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; and

(f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidder with the objective of restricting or manipulating a full and fair competition in the bidding process.

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to bid for any work with National Highways Authority of India, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in its 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 bid

(4.4. B) (b) (i) The minimum no. of key equipment to be deployed on contract work.

S.No.	Name of the Equipment	Quantity*
1.	Patrolling Vehicle (including driver) fitted with GPS system, having safety equipment etc. (Should not be more than 6 months old and should not have covered more than 3500 km at the time of procurement i.e from first date of registration). The GPS Tracking System should allow at-least 3 users (PMU, RO & HQ of NHIDCL) apart from users of the agency deploying the vehicle.	04 (Four)
* Number of vehicles may be increased or decreased as per requirement		

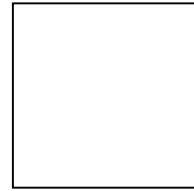
Note: The bidder must upload scanned copy of the documentary evidence in support of his owning/leased/ rented of the above equipment. In case the bidder proposes to hire or take the above equipment on lease, bidder should, along with the lease/rent agreement, attach the proof of ownership of these equipment with the company/ entity from whom the equipment are proposed to be hired on lease/ rent or Bidder can submit an affidavit as undertaking for deployment of new Key Equipment if the work is awarded to the Bidder as specified in Para 2 of Section-III of RFP and in Format as specified in Format-2(iv) of Section-III of RFP. The affidavit shall enclose the Quotation of the Vendor from whom the bidder wishes to procure the Key Equipment (as per make and specification defined in the RFP) if work is awarded and the Quotation shall be in the name of both the bidder as well as Employer. Equipment and machineries must be of the adequate capacity as per IRC:SP:84-2019. Bid Shall be considered Non-Responsive on Non-submission of supporting documentary evidence with the Bid.



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

<b>Sl. No</b>	<b>Personnel</b>	<b>Qualification</b>	<b>Particular Experience (minimum requirement)</b>	<b>No. of Persons</b>
1	Patrol Manager	Graduate with fluency in local language	At-least One Year experience in Incident Management Services of similar capacity i.e in duties pertaining to reporting incidents/co-ordination with other departments, etc.	1 (One) for each vehicle  Total=4 (Four)
<p>Note: The detailed signed and scanned CV's of the Key Technical Personnel at S. No. 1, signed by the key personnel himself, must be uploaded along with the bid. Noncompliance of the above or non furnishing of the CV as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than above shall make the bid non-responsive and financial bid shall not be opened.</p> <p>The number of persons deployed may increase or decrease based on the deployment of vehicles.</p>				

## Format of Curriculum Vitae (CV) For Proposed Key Staff



1. Proposed Position: \_\_\_\_\_

2. Name of Staff: \_\_\_\_\_

3. Date of Birth: \_\_\_\_\_ (Please furnish proof of age)

4. **Nationality:** \_\_\_\_\_

5. Educational Qualification:

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

### Contact Address with Phone and mobile numbers:

6. Membership of Professional Societies: \_\_\_\_\_

7. Publication:

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

### 8. **Employment Record:**

*(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience **period of specific assignment must be clearly mentioned**, also give client references, where appropriate).*

### 9. Summary of the CV

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

A) Education:

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

B) Experience

- i) Total experience in highways: \_\_\_\_\_ Yrs

ii) Responsibilities held:

i) Yrs.

ii) Yrs.

iii) Yrs.

iii) Relevant Experience: \_\_\_\_\_ Yrs.

C) Permanent Employment with the Firm (Yes/No): If yes, how many years:

If no, what is the employment?

Arrangement with the firm?

Certification:

1 *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project*

2 **I, the undersigned, certify that to the best of my knowledge and belief, this bio- data correctly describes myself my qualification and my experience.**

**Signature of the Candidate** \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

**Signature of the Authorized Representative of the firm** \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Note: Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm.

## **SECTION III**

### **QUALIFICATION INFORMATION**

The information to be filled in by the Bidder in the following pages will be used for purposes of evaluating 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

Constitution or legal status of Bidder

*[Upload scanned copy of original]*

Place of registration:

---

Principal place of business:

---

1.2 Power of attorney of signatory of Bid *[upload scanned copy & also supply either original or **duly notarized** copy in physical form of bid]*

1.3. Total value of Civil Engineering construction work/incident management work performed in the last three years including Maintenance/Incident management work including current year (in Rs.Lakhs)  
refer ITB Clause 4.4

1.4 (a) Work performed as prime contractor, work performed in the past as a nominated sub- contractor will also be considered, provided further that all other qualification criteria are satisfied (in the same name) of a similar nature during the last Three years to qualify as per ITB Clause 4.4

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

--	--	--	--	--	--	--	--	--

*\* Upload Experience certificate of similar nature(Please refer clause 4.4 of section-II of RFP) and size in the last fiveyears with certificates from the concerned officer of the rank of Executive Engineer/Project Director or equivalent; or Certificate issued by the Concessionaire specifically mentioning therein w.r.t. deployment of type of vehicles required in instant bid by the firm and the bidder also has to submit "Tax Deduction at Source Certificate" in support of the claim against the amount of work being deliberated as experience*

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			PageNo of the proofattach ed .
	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 equipment .In case the bidder proposes to hire or take the above equipment on lease then the bidder must ,along with the

lease/rent agreement ,attach the proof of ownership of these equipment with the company/ entity from whom the equipment are proposed to be hired on lease/rent.

Qualification and Experience of Key Personnel required for administration and execution of the Contract[Ref.Clause4.4(B)(b)(ii)].Upload biographical data for technical personnel (Refer also to Cl. 4.2 (e) of Instruction toBidders).

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

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

Note: The detailed and signed CV's of all the Key Technical Personnel,signed by the key personnel himself,must be uploaded along with the bid as per proforma given in Appendix to ITB. Non-compliance of the above or non-furnishing of the CV as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than above may make the bid non-responsive and financial bid may not beopened.

1.7. Information on litigation history in which the Bidder isinvolved.

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

2. Bidder should upload the scanned copy of the following affidavits/ undertakings as per formats enclosed here in after & also send original copy of Affidavit/Undertakings:-

- (i) Affidavit as per Format 2(i) (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. of the ITB.
- (iv) Affidavit (it should be on stamp paper attested by Notary Public) as undertaking for deployment of Key Equipment as defined in Appendix of ITB.
- (v) Bid Securing Declaration



## AFFIDAVIT

### **FORMAT- 2(i)**

1. I, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ have abandoned any work on National Highways in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by 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

**On a Stamp Paper & to be notarized by Notary**

## UNDERTAKING (Regarding Minimum Investment)

**FORMAT-2(ii)**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_ would  
ensure sufficient cash flow 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 (Bid Validity)**

**FORMAT – 2 (iii)**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_ agree to abide by this bid for a period of 120 days after the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Representative of the Firm)

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

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

\_\_\_\_\_  
DATE

Affidavit

Format-2-(iv)

I, the undersigned do hereby undertake that our firm

M/s.....agree to provide and will deploy required equipment as mentioned in the Appendix to ITB of the work\_\_\_\_\_.**Further it is certified that the documents submitted as an** evidence of availability of the key equipment /Quotations of Key Equipment(in the name of both Employer and Bidder) for this work as stated in the Appendix to ITB(with make and specifications as defined in RFP), are genuine and correct. If anything, contrary to the details as submitted is found at any stage NHIDCL would be at liberty to debar/blacklist my firm for an appropriate period as decided by NHIDCL.

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

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

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

\_\_\_\_\_  
DATE

To be notarized by Notary

**(SECTION-IV)**

**FORMS OF BANK GUARANTEES LOA&  
AGREEMENT**

## **FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

To  
**The Executive Director(P)-Regional Officer**  
**Regional Office,Guwahati**  
**National Highways & Infrastructure Development Corp. Ltd.**  
**2nd Floor, Agnishanti Business Park,**  
**GNB Road, Opposite AGP Office, Ambari, Guwahati-**  
**781001**

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...(Name and address of bank)..... 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 limit 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 60 days from the date of expiry of the Contract Period

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.

**“The guarantor/ bank hereby confirm that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIDCL with details as**

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways and Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	73653210000013
3	Beneficiary Bank	Syndicate Bank, Dispur Branch, Guwahati
4	IFSC Code	SYNB0007365

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

Telephone

Number.....

Name of the Issuing Bank/ Branch ..... Name 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 IndianRupees.

---



## **FORM OF LETTER OF APPLICATION**

To,

The Executive Director(P)-Regional Officer,  
National Highways Infrastructure & Development Corp. Ltd.  
2nd Floor, Agnishanti  
Business Park,  
GNB Road, Opposite AGP  
Office, Ambari, Guwahati-  
781001

### **DESCRIPTION OF WORKS: *"As per NIT"***

Dear  
Sir,

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

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

Thanking  
you,

Yours faithfully,

(Authorized Signatory)  
for and on behalf of M/s \_\_\_\_\_

## **FORM OF LETTER OF ACCEPTANCE**

No.....

Dated .....

To

**M/s**.....

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

Sir,

Based on your bid submitted on ..... in compliance of bidding document bearing Tender Ref No.: \_\_\_\_\_ for execution of the work of ..... , it is hereby notified that your bid for a contract price of **Rs..... (Rupees in words.....)** has been accepted for and on behalf of NHIDCL.

You are 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 10 days as per provisions of clause 33.1 of ITB of the bid document and sign the contract agreement failing which the actions as stipulated in clause-33.3 of ITB shall be taken.

Thanking you,

Yours faithfully,

(.....)  
Dy. General Manager(P)

Accepted

**BLANK**

## FORM OF AGREEMENT

### AGREEMENT

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the National Highways&Infrastructure Development Corporation Limited, New Delhi (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 \_\_\_\_\_ (hereinafter 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) Contractor's Bid,
  - (d) Contract Data,
  - (e) Conditions of Contract
  - (f) Technical Specifications,
  - (g) Drawings, if any
  - (h) Implementation Manual and Maintenance Intervention Level (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 Attorneyholder.

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

For and on behalf of National Highways & Infrastructure Development Corporation Limited

**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 AND  
CONTRACT DATA**

## Table of Contents

### A. General

1. Definitions
2. Interpretation
3. Language and Law
4. Engineer's Decisions
5. Delegation
6. Communications
7. Subcontracting
8. Other Contractors
9. Personnel
10. Employer's and Contractor's Risks
11. Employer's Risks
12. Contractor's Risks
13. Insurance
14. Site Investigation Reports
15. Queries about the Contract Data
16. Contractor to Construct the Works & domainaintenance
17. The Works to Be Completed by the Intended Completion Date
18. Approval by the Engineer
19. Safety
20. Discoveries
21. Possession of the Site
22. Access to the Site
23. Instructions
24. Deleted
25. Arbitration
26. Deleted

### B. Time Control

27. Programme
28. Extension of the Intended Completion Date
29. Delays Ordered by the Engineer
30. Management Meetings

### C. Quality Control

31. Identifying Defects
32. Tests
33. Correction of Defects
34. Uncorrected Defects

### 35. Bill of Quantities

### D. Cost Control

36. Variations
37. Payments for Variations
38. Cash Flow Forecasts
39. Payment Certificates
40. Payments
41. Compensation Events
42. Taxes and currencies for payment
43. Price adjustment-
44. Security Deposit/ Retention Money

### 45. Liquidated Damages

### 46. Advance Payment

### 47. Securities

### 48. Cost of Repairs

### E. Finishing the Contract

### 49. Completion

### 50. Taking Over

### 51. Final Account

### 52. Operating and Maintenance Manual

### 53. Termination

### 54. Payment upon Termination

### 55. Property

### 56. Release from Performance

### F. Other Conditions of Contract

### 57. Labour

### 58. Compliance with Labour Regulations

### 59. Drawings and Photographs of the Works

### 60. The Apprenticeship Act, 1961

## **Section V**

### **Conditions of Contract**

#### **A. General**

##### **1. Definitions**

Terms which are defined in the Contract Data are not 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.

**Compensation Events** are those defined in Clause 41 hereunder.

**The Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with Clause 49.1.

**The Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3.

**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.

**The Defects Liability Period** - NIL



**Drawings** include calculations and other information provided or approved by the Engineer for the execution of the Contract.

**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 Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

**The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time 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.

**Site Investigation Reports** are those that were included in the bidding documents and are factual interpretative reports about the surface and subsurface conditions at the Site.

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

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

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

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**.

## **2. Interpretation**

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.

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

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 and Maintenance Intervention Level, if any
- (i) Scope of Work
- (j) Bill of Quantities, and
- (k) Any other document listed in the Contract Data.

## **3. Language and Law**

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

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

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**

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

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: DELETED

~~— The Contractor may subcontract any portion of work, up to a limit specified in Contract Data, with the prior approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.~~

~~— 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.~~

~~— 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 the limit specified in Contract Data.~~
- ~~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.~~

~~— 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

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

Contractor of any such modification.

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

## **9. Personnel**

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.

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**

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**

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

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

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

## **13. Insurance**

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.

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.

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 due.

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

**13.4** Both parties shall comply with any conditions of the insurance policies.

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

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**

The Regional Office, MP shall clarify queries on contract data.

#### **16. Contractor to Construct the Works & maintainance**

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**

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.

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

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.

The Contractor shall be responsible for design of Temporary Works.

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

The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

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**

The Contractor shall be responsible for the safety of all activities on the Site.

## **20. Discoveries**

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**

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

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

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**

The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

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. ARBITRATION**

The procedure for arbitration will be as follows:

- (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Secretary General of Indian Road Congress.
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Secretary General of Indian Road Congress shall appoint the arbitrator. A certified copy of the order of the Secretary General of Indian Road Congress making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties.
- (e) The cost and expenses of Arbitration proceedings will be borne equally by both parties in accordance with the following fee structure (the signing of the contract shall be the acceptance of the fee structure given below by both the parties):

S.No.	Particulars of fee and other charges	Schedule Amount payable per Arbitrator/ per case
1.	Arbitrator fee	Rs.15,000/- per day subject to a publishing the Award within 12 months. 12 months will be reckoned from the date of first meeting.
2.	Reading Charges	Rs.15,000/-
3.	Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs.20,000/-
4.	Charges for Publishing/ declaration of the Award	Maximum of Rs.20,000/-
5.	Other expenses (As per actual Against bills subject to maximum of the prescribed ceiling given below) Traveling Expenses, Lodging and Boarding	Economy class by air, first class AC by train, AC car by road. (i) Up to Rs.15,000/- per day (metro cities) (ii) Up to Rs.7,000/- per day (other cities) (iii)Rs.3,000/- per day own arrangement)
6.	Local Travel	Rs.1,500/- per day
7.	Extra charges for days other than hearing / meeting days (maximum for 2 days)	Rs.3,500/- per day
<b>Note:-</b>	<b>Lodging, boarding and traveling expenses shall be allowed only for those members who are residing 100kms. Away from place of meeting. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.</b>	

However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.

- (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

## **26 Deleted**

### **B. Time Control: DELETED**

#### **~~27. Programme~~**

- ~~— The Engineer shall issue the indent of work in stages specifying the time limit for the same as and when required. The Contractor shall submit to the Engineer for approval a programme within the time stipulated in the Contract Data showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts.~~
- ~~— 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 Works, including any changes to the sequence of the activities.~~
- ~~— The Contractor shall submit to the Engineer for approval an updated Programme at intervals. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.~~
- ~~— The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.~~

#### **~~28. Extension of the Intended Completion Date~~**

- ~~— The Engineer shall extend the Intended Completion Date 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.~~
- ~~— 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 CompletionDate.~~

**29. Delays Ordered by the Engineer**

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

**30. Management Meetings**

~~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.~~

~~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: DELETED**

**31. Identifying Defects**

~~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**

~~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.~~

~~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.~~

~~Subject to further condition in contract data~~

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

~~The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the~~

~~Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be~~

~~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**

~~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.~~

~~If the Contractor has not completed the work to the satisfaction of the Engineer, within the time specified in the Engineer's notice/indent, in no case exceeding one month, the Engineer will assess the cost of having the work completed and get the work completed through some other 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**

The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning and maintaining works to be done by the Contractor.

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.

#### **Change in Quantities**

The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order Changes in the Quantities with the approval of NHIDCL.

Engineer is also empowered to order omission of any item of BOQ, after approval from **Authority**, for which contractor shall not make any type of claim from NHIDCL.

### **36. Variations**

36.1. All variations shall be included in updated programmes produced by the

Contractor. The Authority/Employer shall, having regard to the scope of the Works and the sanctioned estimated cost shall order variation as per extent Policy Guidelines of NHIDCL.

Such variation may be for any change in quantity of any item in the Bill of Quantities.

Such variation may be for execution of any quantity of any new item which is not available in the Bill of Quantities.

### **37. Payments for Variations**

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

The rates for any new item not specified in the Bill of Quantities, shall be derived by the Engineer from the rates of the similar items in the Bill of Quantities and if it cannot be derived from similar items in Bill of Quantities then the rate will be derived as per clause 37.3.

**In case the rate for the new item cannot be determined in a manner as specified in Clause 37.2, the rates for the new item shall be derived from, current schedule of rates of the Assam PWD for Road Bridgeworks.**

If the rate for new item cannot be determined in the manner specified in Clause 37.2 & 37.3, 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 based on data book of MORTH. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within 15 days of the submission of the claim by the Contractor after seeking approval from NHIDCL.

### **38. Cash Flow Forecasts**

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

### **39. Payment Certificates**

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

The Engineer shall check the Contractor's monthly statement within 15 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question.

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

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

The value of work executed shall also include the valuation of Variations and CompensationEvents.

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 laterinformation.

The final bill shall be submitted by the contractor within one month 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 aspossible.

#### **40. Payments**

Payments shall be adjusted for deductions for, 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 28 days of the date of eachcertificate.

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

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 theContract.

#### **41. CompensationEvents**

The following shall be Compensation Events unless they are caused by theContractor:

- 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.

If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Dateshall

be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended after the approval of the employer.

The contractor shall not be entitled to compensation to the extent that the Employer'sinterestsareadverselyaffectedbytheContractornothavinggiven early warning or not having cooperated with theEngineer/Employer.

#### **42. Taxes & Currencies forpayments**

***All duties, taxes (including the Goods & Service tax), 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 employer will perform duties in regards to the deduction of such taxes at sources as per applicable Law. Though the quote from bidder shall be inclusive GST, the GST shall be paid on reimbursement basis (as applicable) subject to production of proof of such payment by the Contractor (Proof should contain name of work).*

**42.2** All payments will be made in Indian Rupees.

#### **43. Price Adjustment- DELETED**

~~Contract Price shall be adjusted for increase or decrease in WPI for the items executed after the expiry of one year from the date of the start of the work, Engineer shall compute the variation in WPI occurring between the Reference index preceding the Bid date and the Reference Index date preceding the date of invoice. No price adjustment will be applicable on the safety items such as provision of service road, improvement of Junctions, provisions of FOB/PUP, new Road Signages, new crash barriers, new railings, construction of drains, Replacement of Kerbs, Painting of Kerbs, Replacement of Metal Beam Crash Barrier etc as these items are required to be carried out with the first year of the contract agreement. It is applicable only on the routine operation of vehicles and other routine maintenance items which may be required as per occurrence of incidence at site.~~

~~“WPI” means the wholesale price index for all commodities as published by the Ministry of Industries, GOI, and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as reference to the latest monthly WPI published no later than 30 (Thirty) days prior to the date of consideration hereunder.~~

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

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.

This security deposit/retention money 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.

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**

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.

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**

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 60 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 3 months time to account for BG verification, signing of contract and start date

**48. Cost of Repairs**

~~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**

When the whole of the works has been completed as per the provision of the Contract, the Contractor shall request the Engineer to issue a certificate of Completion of the Works. The Engineer shall, within 14 days of the date of receipt of such request, either issue to the Contractor, with a copy to the Employer, a completion certificate, stating the date on which, the works were completed in accordance with the contract, or give instructions in writing to the contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such certificate.

**50. Taking Over**

~~The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion of all the items included in the three bills.~~

## 51. Final Account

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 Contract Period. The Engineer shall certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the 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 56 days of receiving the Contractor's revised account.

## 52. Operating and Maintenance Manual: DELETED

~~———— If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them within 28 days from date of issue of certificate of completion.~~

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

## 53. Termination/Foreclosure

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

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

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the 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 judgement 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 practise" means offering, giving, receiving, or

soliciting of any thing 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.

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

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

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.

**Foreclosure-** NHIDCL may foreclose the contract before the expiry of the scheduled contract period on account of taking up the stretch for future development such as 4-laning or OMT of the highway or any such administrative decision or any other reason, by giving two months' Notice.

**Reduction of Scope-** In case the Deployment Service is being provided on a section which is under construction under a separate EPC Contract, the scope of the Service shall be reduced as soon as the Maintenance Period of the section commences. Notice for reduction of scope shall be served prior to One Month from the expected date of commencement of the Maintenance Period.

#### **54. Payment upon Termination /Foreclosure**

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 less advance payments received up to the date of the issue of the certificate and less 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 and Employer may recover the same from Performance Bank Guarantee.

In case of foreclosure of contract on account of proposed future development of the highway or otherwise, as specified in Clause 53.6, within a period of 18 months from the date of start of contract, the Engineer shall issue a certificate for the value of work done till foreclosure and balance value of work left out. The agency shall be compensated 10% of the balance value of work left out beyond the Notice period, of the original contract amount, so certified by the Engineer and necessary deductions of income tax and other statutory taxes as applicable at that time will be made and the agency will not have any claim whatsoever on this account". In case, contract is foreclosed after the expiry of 18 months no such compensation will be admissible.

**55. Property**

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**

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**

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.

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.

## 58. COMPLIANCE WITH LABOUR REGULATIONS

During the currency of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be notified already or that may be notified under any labour law in future either by the State or the Central Government or the local authority.

Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any

Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including from his performance security/retention money. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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

- a) **Workmen Compensation Act 1923:-** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:-** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death as the case may be.
  - ii. Deposit linked insurance on the death in harness of the worker.
  - iii. Payment of P.F. accumulation on retirement/death etc.

- d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:-** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotion etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:-** The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:-** All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) **Factories Act 1948:-** The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

## **59. Drawings and Photographs of the Works: REFER SCOPE OF WORK**

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

~~———— The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 59.1, shall be taken or permitted to be taken by the Contractor or by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Videography shall be published or otherwise circulated without the approval of the Engineer in writing.~~

## **60. The Apprenticeship Act 1961**

The Contractor shall duly comply with the provisions of the Apprenticeship Act 1961 (III of 1961), the rules made thereunder 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

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

Clause Reference

S. No.	Description	Clause Reference
1.	<p>The Employer is <b>National Highways and Infrastructure Development Corporation Ltd.</b> <b>3rd Floor, PTI Building,</b> <b>4-Parliament Street,</b> <b>New Delhi-110001</b></p> <p>Name of authorized Representative of Employer: <b>Dy. General Manager (Project)</b> <b>National Highways &amp; Infrastructure Development Corporation Limited.</b> <b>Regional Office, Guwahati</b> <b>2nd Floor, Agnishanti Business Park,</b> <b>GNB Road, Opposite AGP Office, Ambari,</b> <b>Guwahati-781001</b></p>	[Cl.1.1]
2.	<p>The Engineer is:</p> <p>Designation GM(P)/DGM(P) of the concerned PMU</p>	[Cl.1.1]
3.	<p>The period of work and services is : upto 31.03.2021 which can be curtailed or extended as per requirement</p>	[Cl.1.1, 17&28]
4.	<p>The Site is located at as per Description in Schedule-A</p>	[Cl.1.1]
5.	<p>The Start Date shall be 7 days after the date of issue of the Notice to proceed</p>	[Cl.1.1]

6.	<p>(a) The name and identification number of the Contract is : [Cl.1.1]</p> <p>as per NIT</p> <p>“(b) The Works consist of “</p> <p>AS per Scope of Work</p>	[Cl.1.1]
7.	<p>(a) The law which applies to the Contract is the law of Union of India.</p> <p>(b) The language of the Contract documents is English</p>	[Cl.3.1]

8.	The limit of subcontracting is: NIL	[Cl.7.1]
9.	Schedule of Other Contractor – NIL	[Cl 8.1]
10.	Technical personnel are as given in the ITB (section-II).	[Cl 9.1]
11.	Amount for insurance are: a) Rupees equivalent to Contractprice. b) Rupees equivalent to 5% of Contractprice. c) Rupees equivalent to 5% of Contractprice. d) Rupees 20 lakhs for multiple incidents. As per standard industrial norms. And deductible as per premiumrate	[Cl.13.1]
12.	Site Investigation Report – NIL	[Cl 14.1]
13.	(A) The period for submission of the programme for approval of Engineer shall be 3 days from the issue of Letter ofCommencement.  (B) (a) Identified indented work – Weekly Indent-3 days before start ofweek (2) Emergent Indent – Within 24 hours.	[Cl.27.1]
14.	Amount to be withheld for delays in submission of updated programme: 1% of value of work corresponding to the updated programme	[Cl.27.3]
15.	<del>The period for setting up a field laboratory with the prescribed equipment relevantto items of work in BOQ is 7 days from the days from the date of notice to startwork.</del>	[Cl.32]
16.	<del>The Defect Liability Period will be 01 Year works from the actual Date ofCompletion of item No. 1.1,1.2, of Bill No.1 . There will be no defect liability periodfor remaining items in Bill No.1 (Remaining items are items except item No.1.1,1.2, of Bill No.1) and Bill no.2, since these items are for providing facilities androutineservice.</del>	
17.	(a) Amount of liquidated damages for delay in completion of works- <i>For identified Indented work 0.1 percent of the Indented value, rounded off to the nearest thousand, per day with the minimum of Rs. 10000/-per day</i>  (b) Maximum limit of liquidated damages for delay in completion of work- <i>10 per cent of the Initial Contract Price rounded off to the nearest thousand.</i>	[Cl.45.1]
18.	The standard form of Performance Security acceptable to the Employer Shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents.	[Cl. 47.1]
19.	Other fundamental breach is that the contractor has failed to complete 75% of value of indented work in any 3 indents issued by the Engineer.	[Cl. 53.2 (j)]
20.	The percentage to apply to the value of work not completed representing the Employer's additional cost for completing the work shall be 20%.	[Cl. 54.1]



## **Section-VI-SCOPE OF WORK**

In order to evolve a system of patrolling and surveillance of NHs with NHIDCL, patrol vehicles are to be deployed. Each vehicle shall cover a distance of approximately 50Km and shall make certain number of trips in a day and report any incidence to the nearest RO/PMU/SO (Identified Corridors & Reporting Office as per “Annexure-I to Section-VI”). The scope includes:

- i. Report any incident or accident.
- ii. Coordinate with local/district administration and police authorities for evacuation of casualties, vehicles, etc.
- iii. Report to RO/PMU any unauthorized occupation on NH land entrusted to NHIDCL.
- iv. Any other item of work by RO/PMU from time to time

The vehicle to be deployed should broadly be a canter pick up van type vehicle fitted with Vehicle Tracking System, which can be monitored through GPS by the RO/PMU/SO and also by HQ, NHIDCL, if so desired. (The detailed Specifications of the Patrol Vehicle have been enclosed as “Annexure-II to Section-VI” which is as per IRC:SP-84:2019). It is expected that the vehicle may cover a distance of 50 Kms in each trip and is likely to make four trips in a day totaling to 200Km in a day. Thus, the vehicle is expected to cover about 6000Km in a calendar month of 30 Days. The vehicle should have at-least first-aid kit, cones, torch, etc. Apart from the driver, the vehicle should have a patrol manager who should be graduate and who is fluent in local language.

The Contractor shall maintain records of the details of all incidents(e.g. collision, hazardous material, breakdown, etc).After occurrence of any majorincident, resulting in multiple loss of life, significant periods of road closure or majorroute rehabilitation work, an incident debriefing report shall be produced and forwardedto NHIDCL within 24 hours of occurrence. The RO/PMU/SO and also HQ, NHIDCL, if so desired shall monitorthe location of route of PatrolVehicles through VTS on continuousbasis.

Contractor will keep a record of the removed accidental/damaged vehicles by taking a dated photograph of the same and will submit the report on weekly basis to the Employer/Engineer.

The patrol vehicles duly fitted with GPS/VTS shall be deployed strictly in compliance with stipulations of IRC:SP:84-2019.

The bidder shall quote the rate per month for 04 vehicles considering monthly running of 6000 Km, inclusive of driver, Patrol Manager, POL, etc. for discharging the Scope of Work deliberated above.

Note:

- i) In case of absence/deficiencies in respect of vehicles/manpower as stipulated is found during inspection by Engineer/Authority Representative or if the Patrol Vehicle found to be missing while tracking the same on VTS online, a penalty of Rs. 10,000/- per item per incidence shall be levied.
- ii) Patrol Vehicle(s) may be discontinued during the period of contract by the Employer. The agency will not have any claim whatsoever.
- iii) Regular patrolling shall be done to ensure smooth traffic movement on the facility. The frequency of the patrol shall be at least once in 4 hours for the entire length of facility.
- iv) The log books for Route Patrol Vehicle, shall be maintained as per "Logging System". i.e. exact time reached at particular incident and time at which the spot of incidence left out. Vehicle should not waste time unnecessarily. From the entries of log book, if it is found that time is exhausted unnecessarily / arbitrarily, reduction in the rate of concerned BOQ item shall be made. Engineer's decision in this regard shall be final.
- v) Signed muster rolls of staff pertaining to route patrols shall be maintained. Any absenteeism of route patrol staff shall attract a penalty
- vi) The contractor shall submit the following documents along with each monthly statements of work done.
  - a. The reports as per IRC 53 – 1973 and formats approved by Engineer of accidents occurred during the month.
  - b. The Photographs in hard and soft copies of all accidents and in soft copies for all other incidents.
  - c. The reports of incidents other than accidents shall be submitted in the format approved by Engineer.
  - d. The contractor shall submit hard copies of VTS of all vehicles generated reports such as transit, / stoppage / Idle, average speed etc. for entire month along with each monthly bill.

vii) The contractor shall submit the daily report of accidents / incidents occurred on each of next day. Failure of which shall attract penalty of Rs. 500 / incidence.

viii) Each route patrol vehicle shall be installed with precise Vehicle Tracking System (VTS) of reputed ISO 9001 company. The VTS shall be based on Global Positioning System (GPS) and GSM / GPRS technology. The system shall also include micro, live, real time tracking web-based software by use of which GIS maps shall be accessed and transit / stoppage / idle / over speed reports of vehicles shall be generated.

ix) The payment to incident management vehicle will be made based on the report of vehicle tracking system. The payment may be proportionately deducted in case route operations has not been carried out as per of Scope of Work.

x) The contractor shall bear all expenditure involved in purchasing VTS, software.

xi) The contractor shall be responsible for 24 x 7 working of VTS. The necessary liaison with Producer Company is sole responsibility of contractor.

xii) All necessary taxes for operating the vehicles commercially should be fully paid by the agency and all necessary papers shall be provided in the vehicle as required by prevailing Motor Vehicles Act with comprehensive insurance coverage for the vehicle. Cost of insurance will be fully borne by agency and the rate quoted shall be inclusive of this. The Agency shall bear all expenses required for keeping the vehicles in smooth running condition such as fuel, lubrications oil & other consumables, necessary service & maintenance, repairs & replacement etc. and salary of the driver per month & his related expenses for duty. The rates quoted shall be inclusive of all these provisions.

**Annexure-I to Section-VI**

**Identified Corridors in the State of Assam**

<b>Sl. No.</b>	<b>NH Section</b>	<b>Length (Km)</b>	<b>Reporting Office</b>
(i)	Talguri-Hapachera Section from Km 931 to Km 962 of NH-31 & Tulungia-Start of Jogigopha Bridge Approach from Km 0.00 to Km 18.900 of NH-31B	50	Site Office Jogighopa under PMU Dhubri
(ii)	Km 278.600 of NH-37 to KaliabotTiniali (Km 315.000 of NH-37 to Km 12.843 of NH-37A(End of existing bridge across River Bhrahmaputra	50	PMU Tezpur
(iii)	Sootia Town (Km 193 of NH-52) to Nasbor (Km 243 of NH-52)	50	Site Office Biswanath under PMU Tezpur
(iv)	Numaligarh (Km 402.500 of NH-37) to Km 452.500 of NH-37	50	PMU Jorhat
<b>Total</b>		<b>200 Km</b>	


## PATROL VEHICLE SPECIFICATIONS

Every Patrol Vehicle (PV) should adhere to the minimum specifications as described below:

## General Vehicle

Type	Description
Vehicle type	<ul style="list-style-type: none"> <li>PV should be a large size Sport Utility Vehicle(SUV) or Multi Utility Vehicle(MUV) with a seating capacity of minimum 4 people.</li> <li>PV should have trunk with open ceiling at the rear end of the vehicle with minimum trunk dimensions of 1400 mm x 1400 mm x 900 mm where 1400 mm is the length of trunk measured from inside, 1400 mm is the breadth of trunk measured from inside and 900 mm is the height measured from the surface of trunk to the top ceiling of the seating area of the vehicle.</li> <li>PV should be able to accelerate from 0km/ h to 80 km/h within 20s with a top speed of 80 km/h when tested in accordance with IS:11851-1986.</li> </ul>
Two-External equipments	<ul style="list-style-type: none"> <li>PV should have high intensity red and blue blinkers along with light bar mounted on top of a vehicle.</li> <li>PV should have 1 Portable Variable Message Sign(VMS) for large display of warning. The portable VMS Should have a single line display with the minimum height of 200 mm for each character. The overall length of signboard should be atleast 1500 mm and display color should be red. VMS should be clearly readable from 50 m distance.</li> <li>PV should have provision for fog lights.</li> <li>PV should have beacon lighting - white color flashing light mounted at the top of the vehicle.</li> </ul>



Type	Description
Branding and recognition	<p>The PV conspicuity code is split into three Sections</p> <ul style="list-style-type: none"> <li>• Color</li> <li>• Conspicuity Improving Items</li> <li>• Recognition of personnel</li> </ul> <p>The Section "Color" describes the vehicle basic color. The Section "Conspicuity Improving Items" includes all Symbols, Marking and Striping defined as such by this standard. The Section "Recognition of personnel" describes the dress code and safety garments of Patrol Vehicle personnel.</p> <ul style="list-style-type: none"> <li>• <b>Color</b> <p>The basic color of the complete exterior of PV should be brilliant blue, front, rear and side bumpers included. The color should be weather resistant and withstand daily cleaning and washing.</p> </li> <li>• <b>Conspicuity Improving Items</b> <ul style="list-style-type: none"> <li>• This definition includes all marking and symbols as shown in the sketch below. The vehicle should be painted with brilliant blue on the entire body.</li> <li>• PV should have "NHIDCL PATROL VEHICLE" written on all four sides of the vehicle in brilliant red color of retro reflective quality as shown in figure.</li> </ul>  </li> <li>• <b>Recognition of personnel</b> <ul style="list-style-type: none"> <li>• All PV Personnel should wear brilliant blue color uniform including brilliant blue color jackets required in winters.</li> <li>• Safety garments for PV personnel should conform to at least ISO 14116:2008.</li> </ul> </li> </ul>

The branding and recognition pattern of PV described above should resemble with the one shown in the sketches below:

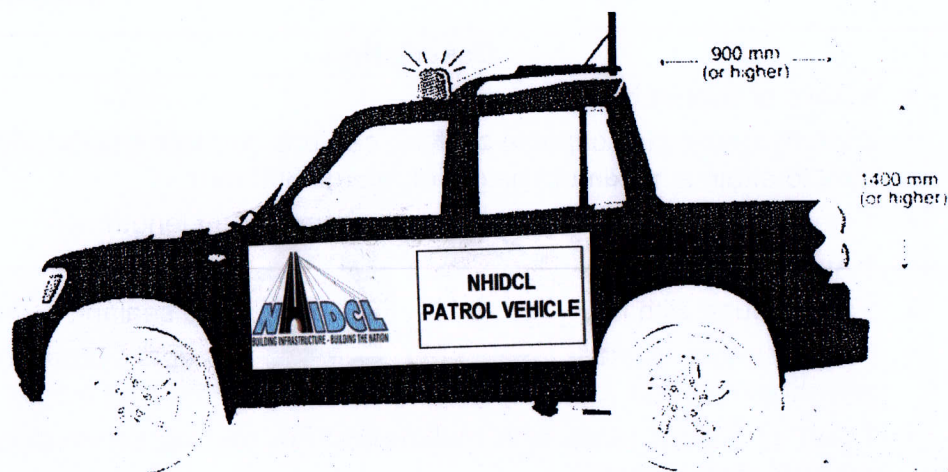


Fig. PV – Side View

### Equipments

Following are the list of equipments and specification of each to be kept in working condition in every PV.

Type	Description
<b>Tracking equipments</b>	<ul style="list-style-type: none"> <li>Automatic vehicle tracking system with GPS technology for tracking vehicle's current location; Information to be viewable on GIS software.</li> </ul>
<b>Communication Equipments</b>	<ul style="list-style-type: none"> <li>1 Two- way radio device with antennae or better technology for mobile communication, for communication with Regional Command Center and with on-road units. Should have a sufficient range to communicate in the entire region(or state) &amp; sufficient battery life (12 hours+);</li> <li>1 Public address system consisting of microphone, amplifier and loudspeaker to address the traffic in case of accident, should have minimum 100 W amplifier with loud sound;</li> <li>1 Cellular phone for communication.</li> </ul>
<b>General Surveillance Equipments</b>	<ul style="list-style-type: none"> <li>Digital Camera with minimum 5 megapixel camera quality;</li> <li>White color high intensity torch lights with two set of spare batteries;</li> <li>Orange color reflective safety jacket along with gum boots and helmet (1 for every attendant);</li> <li>3 Rain suit (1 for every attendant of Surveillance Unit);</li> <li>2 units of liquid containers with minimum 5 L capacity for carrying petrol/ diesel along with a funnel;</li> <li>1 water container;</li> <li>1 rope of minimum 20 m length;</li> <li>10 orange/red color reflective flags of atleast 300 mm height;</li> <li>Whistle;</li> <li>Hand signals.</li> </ul>



Type	Description
<b>Vehicle Repairing Equipments</b>	<ul style="list-style-type: none"> <li>• 3 pairs of leather gloves;</li> <li>• 2 ton hydraulic jack capable of lifting car, bus and light trucks. should be able to attain a maximum height of atleast 300 mm;</li> <li>• 1 Heavy duty steel towing chain of minimum 1.5 m length;</li> <li>• 1 Animal hook;</li> <li>• 1 Tyre gauge with minimum 0-50 psi range and tyre sealant;</li> <li>• 1 Portable tyre inflator pump capable of filling tyres upto a pressure of 50 psi; should be able to inflate tyres of cars, buses and light trucks;</li> <li>• 1 pair of Starter leads with multimeter: For making connections with external power source;</li> <li>• 1 Tow bar for towing purposes;</li> <li>• 1 Mechanical toolkit with equipment like hammer, fencing pliers, mallet, ratchet wrench set, screwdriver set, battery brush, etc.</li> </ul>
<b>Extrication &amp; First Aid Equipments</b>	<ul style="list-style-type: none"> <li>• 1 Portable electric windshield cutter operated by battery or external power source, should be able to cut all type of windshields causing minimum glass dust;</li> <li>• 1 Hydraulic/electric portable hand cutter and spreader combined tool, should be able to cut off vehicle parts, metal structure, steel plate. Should have maximum cutting force &gt; 250 KN, spreading force <math>\geq</math> 25KN with opening distance of Blades &gt; 150 mm;</li> <li>• 4 wooden wedges, 4 rectangular wooden blocks of minimum dimensions 150 * 120 * 60 mm for stabilizing light and heavy vehicles;</li> <li>• Two struts capable of stabilizing a vehicle of minimum 1500 kg weight;</li> <li>• 1 Long spinal board (with head immobilizer &amp; securing straps and plastic material at high strength, should be waterproof &amp; conforming to EN 1865 standard;</li> <li>• 1 Cervical collar for both kids &amp; adults (should have pre-molded chin support, locking dials and rear ventilation panel and an enlarged trachea opening, should have high density polyethylene and foam padding, should be X-ray lucent and easy to clean and dis-infect);</li> <li>• 1 KED extrication device for both kids and adults should be made of polymer/wooden bars in a nylon jacket;</li> <li>• Pick-up stretcher conforming to EN 1865 standard (minimum usable length of 1650 mm and extendable to a minimum of 2010 mm, minimum width of 400 mm, mass not more than 11 kilograms &amp; should have minimum loading capacity of 150 kilograms:             <ul style="list-style-type: none"> <li>• First aid kit;</li> <li>• Woolen blankets;</li> <li>• 1 Map locating nearest hospital, police station, fire station</li> </ul> </li> </ul>



Type	Description
<b>Scene Management Equipments</b>	<ul style="list-style-type: none"> <li>• Minimum 10 Reflective cones of 750 mm each, should be orange in color with retro-reflectorised white band and a heavy rubber base with minimum possibility of being displaced by wind/vehicular traffic;</li> <li>• 4 kg dry Powder Fire Extinguisher;</li> <li>• 3 pairs of Rubber gloves;</li> <li>• 1 Hard bristle broom;</li> <li>• 1 Shovel;</li> <li>• Sign boards with messages:               <ul style="list-style-type: none"> <li>• 3 - "Accident ahead";</li> <li>• 3 - "Lane merging"- 3 units;</li> <li>• 3 - "Direction arrows" – 3 units;</li> <li>• 2 - "Speed Limit" (80, 60, 40);</li> <li>• 2 - "Keep left/right";</li> <li>• 2 - "Lane closure";</li> <li>• 2 - "Men at work".</li> </ul> </li> <li>• All signs should be of retro reflective sheeting of High intensity grade or Prismatic grade;</li> <li>• 9 units of Sign stand (for triangular and circular sign) for height between 1.5 m to 2 m;</li> <li>• 2 Reflective type barricade, tape;</li> <li>• 3 pairs of safety glasses and masks for protection of safety officers from glass debris/ airborne dust;</li> <li>• 10 kg sealed bucket with lime or cement inside.</li> </ul>

**(SECTION-VII)**

**ADDITIONAL CONDITIONS**

### **ADDITIONAL CONDITIONS**

- 1 Before tendering, the tenderer shall inspect the site of work and shall full acquaint himself the above terms and conditions with regard to site, nature of soil, availability of material suitable location for execution of work and time involved in the work (over the entire duration of contract) including local conditions that restrictions, obstructions and other conditions, as required for satisfactory and timely execution of the work. His rates should take into consideration all such factors like supply and storage of materials, man and machinery, land etc. and contingencies. No claim whatsoever shall be entertained by the NHIDCL on this account.
- 2 The contractor must study the specifications and conditions carefully before tendering.
- 3 Before the start of the work, the contractor shall submit the program of execution of work, get it approved from the Engineer/NHIDCL and strictly adhere the same for the timely completion of the projectwork.
- 4 The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of work by the Engineer. Nothing extra shall be paid on thisaccount.
- 5 The contractor shall all times carryout work on the highway in a manner creating No interference in the flow of traffic as per direction ofEngineer/Employer
- 6 The work shall be carried out in such a manner so as not to interfere or effect or disturb either works, being executed by other agencies, ifany.
- 7 Any damage done by the contractor to any existing work shall be made good by him at his owncost.
- 8 The work shall be carried out in the manner complying in all respect with the requirement of relevant bye-laws of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on thisaccount.
- 9 The contractor shall make his own arrangements for obtaining electric connection(s) as required and make necessary payment directly to the department concerned. The Department will however make all reasonable recommendations to the authority concerned in thisregard.
- 10 The contractor or his authorized representative should always be available at the site of work to take instructions from Engineer or his authorized representative and ensure proper execution of work(s) or work should not be done in the absence of such authorizedrepresentative.
- 11 No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of works and no such claims on this account will beentertained.
- 12 Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal, earth, sand, bajri etc. collected him for the execution of the work direct to the concerned Revenue Authority of the state or central Govt. His rates are deemed to include all such expenditure and nothing extra shall bepaid.

- 13 The contractor will be responsible to provide deep hand pump/tube well at site of work to make potable and safe drinking water to labour engaged in execution of work.
- 14 The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials dewatering and other inputs involved in the execution of the items. If any reason contractor fails to quote his rate for any item provided in the schedule of quantities it will be assumed that contractor is ready to execute that item free of cost.
- 15 Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all-inclusive and shall apply to all heights, depths, leads and lifts.
- 16 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials.
- 17 Stipulated material shall be arranged by the contractor at site of work or all the items where such materials are required.
- i) Tendered rates are inclusive of all taxes and levies payment under the respective statutes. However, pursuant to the constitution (46<sup>th</sup> amendment) Act 1982, it also further tax or levy is imposed by statute, after the date of receipt of tenders and the contractor there upon necessarily and properly pays such taxes/levies, the contractor shall be reimburse the amount so paid, provided such payment, if any, is not in the opinion of ED(P)/GM(P)/DGM(P) whose decision shall be final and binding) attributable to delay in execution of the work within the control of the contractor.
  - ii) The contractor shall keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Govt. and further shall furnish such other information/documents as Engineer may require.
  - iii) The contractor shall within a period of 30 days of imposition of any further tax or levy in pursuant to the constitution (46<sup>th</sup> Amendment) Act 1982, given a written notice thereof to the Engineer that the same is given pursuant to this condition together with all necessary information relating thereto.
- 18 Contractor may be required to execute this work under foul position. The decision of the Engineer whether the position is foul or not shall be final and the binding of the contractor and nothing extra for executing the work in foul position is payable, beyond what is provided in the schedule of quantities.

## **BID SECURING DECLARATION**

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

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

(Signature of the Authorised Signatory)

(Official-Seal)

**On a Stamp Paper & to be notarized by Notary**

**SECTION: VIII BILL OF QUANTITIES**

## A: FORM OF BID

(Bidders are required to fill up all the blanks in the form of Bid except the BOQ and upload it along with Technical Bid. The BOQ shall be filled only in the Financial Part (excel sheet). In case filled BOQ is found in the Technical Bid, the bid shall be rejected.)

Name of Contract: **Deployment of Patrol Vehicles (Total Length = 200 Km) on selected National Highway Corridors in the State of Assam**

To,

**The Executive Director(P)-Regional Officer  
National Highways & Infrastructure Dev. Corp.  
2nd Floor, Agnishanti Business Park,  
GNB Road, Opposite AGP Office, Ambari, Guwahati-781001**

Dear Sir,

1. Having examined the Request for Proposal for the execution of the above named Works, we, the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the Conditions of Request for Proposal for the sum of  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ or such other sum as may be ascertained in accordance with the said Bidding Documents.
2. We acknowledge that the Appendix to Bid/ Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the works on Site within the period stated in the Contract Data/ Appendix to Bid hereto after receipt of an order of the Engineer's notice to commence, and to complete and deliver the sections and the whole of the Works comprised in the Contract within the period stated in the Contract Data/ Appendix to Bid.
4. If our Bid is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee(s) to be jointly and severally bound on us in accordance with the Conditions of Contract.
5. We agree to abide by this Bid for the period of one hundred twenty (120) days after the date of bid opening, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.

7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We certify/confirm that we comply with eligibility requirements, as per ITB clause 3 of the bidding document.
10. We attach herewith our current income tax clearance certificate\*.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020 \_\_\_\_\_

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign Bid for  
and on behalf of \_\_\_\_\_

Address [in block capitals]

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

Name of Witness \_\_\_\_\_

Address of Witness \_\_\_\_\_

Signature of Witness \_\_\_\_\_

\*This is applicable for all bidders from India

***Certified copy of Power of Attorney/ authorization for signature shall be furnished by the Contractor. One Certified copy of Power of Attorney/ authorization shall also be submitted with technical Bid in accordance with Clause 4.2(a) of Instruction to Bidders.***



## IX BILL OF QUANTITIES

### PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the Request for Proposal.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bided in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, all temporary works and false works, erection, maintenance, establishment and overhead charges, profit, taxes and duties and levies and other charges together with all general risks, liabilities and obligations set out or implied in the Contract and including remedy of any defects during the Defects Liability Period (if any).
4. The rates and prices shall be quoted entirely in Indian Rupees, see Clause 15 of the Instruction to Bidders, Section I Volume 1.
5. The rate or price shall be entered both in figures and words against each item in the Bill of Quantities, wherever the quantities are not stated and mentioned as "Not Operating", the Bidders are not required to quote. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to have been covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. Reference to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the provisions of MORT&H specification for Road and Bridge works (Fourth Revision) published by Indian Road Congress, New Delhi and its project specific amendments mentioned in the Technical Specifications, Section IV Volume 2.
9. Errors will be corrected by the Employer for any arithmetical errors pursuant to Clause 28 of the instructions to Bidders, Section I Volume 1.

## ABBREVIATIONS

Abbreviations		For
• Rs or RS	:	Indian Rupees
• LS or L. Sor SUM	:	Lump Sum
• Nr. or No. or Nos	:	Number(s)
• Lm or LM or Im or Rm	:	Linear metre of Running metre
• M	:	Metre
• KM or km	:	Kilometre
• hct. or Hct	:	Hectare
• m <sup>2</sup> or sq. m or sqm	:	Square metre
• cum or cu. m or Cum	:	Cubic metre
• cc. or c or cu. cm or cum:	:	Cubic centimetre
• cum.km. or cum km	:	Cubic metre kilometre
• KG or kg or Kg	:	Kilogram
• mt or t or T or tonne	:	Metric Tonne
• HP	:	Horse Power
• PS	:	Provisional Sum
• IRC	:	Indian Roads Congress
• MORTH Specification(s)	:	Specifications for Road and Bridge Works (Fifth Revision) issued by the Ministry of Surface Transport (Roads Wing), Government of India, now renamed Ministry of Road Transport and Highways (MORTH).
• BIS	:	Bureau of Indian Standards
• IS	:	Indian Standard
• P.O. or POL	:	Petroleum, Oil and Lubricants
• Veh. Month	:	Vehicle month

Item No.	Description of Items	Unit	Nos/Qty Per Month	Rate per month (in Rs.)	Amount per month(in Rs.)
1	Providing, running and maintaining route patrol vehicle as per Section-VI of scope of work. The vehicle should have safety cones, temporary caution board etc. including flashlight to be used in night for monthly running of 6000 Km, inclusive of driver, Patrol Manager, POL, etc.	Each	04		