



REGIONAL OFFICE - Shillong

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

[Contract Package No.: NHIDCL/RO-SHG/S-D/2021/300/Hill Cutting]

Name of Work:

Hill cutting and removal of excess earth (clearances) at Km 34+500 due to safety point of view on 2023 on Shillong Dawki Road Package II on item rate/ quotation basis.

BID DOCUMENT

VOLUME-I

MAY, 2023

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

NOTICE INVITING QUOTATION

Name of Work: Hill cutting and removal of excess earth (clearances) at Km 34+500 due to safety point of view on 2023 on Shillong Dawki Road Package II on item rate/ quotation basis.

1. Sealed quotations are invited from established, experienced, and reputed agency/contractor having minimum 3 years of experience in the work mentioned above.
2. The blank BOQ with terms & conditions for the above may be obtained from the office of the undersigned from 29.05.2023 to 09.06.2023 (upto 1200 Hours) and web www.nhidcl.com.
3. The duly filled quotation in sealed envelope shall be submitted in the office of the undersigned upto 1200 Hrs. on 09.06.2023 and quotation will be opened on 10.06.2023 at 1200 Hrs.
4. Period of contract: one Months
5. Cost of Document:- Rs 5900/- (inclusive of GST) in the form of DD in favour of RO-Shillong, National Highways & Infrastructure Development Corporation Limited (NHIDCL), Payable at Shillong, Meghalaya . (Non-Refundable) to be submitted along with quotation.
6. Bid Security - Bid Securing Declaration as per attached format at annexure-C
7. Document to be submitted in sealed envelope addressed to under signed
 - (a) DD for cost of document.
 - (b) Bid Securing Declaration duly signed as mentioned in annexure-C.
 - (c) term and condition (annexure-A) duly signed.
 - (d) other document as mentioned in annexure-A.
 - (e) financial quotation in the attached BOQ form, duly signed as mentioned in annexure-D.
8. The Critical Date sheet for the Quotation document is stated as under.

S. No	Description	Period
i)	Date of issue of NIQ	31.05.2023
ii)	Date of issue of Quotation Documents	31.05.2023
iii)	Last Date of submission of Quotation Documents	09.06.2023 (1200 Hrs)
iv)	Date of Opening of Quotation Documents	10.06.2023 (1200 Hrs)

National Highways & Infrastructure Development Corporation Limited Branch Office Address:

Executive Director (P),
Regional Office-Shillong
First Floor, Parkside Building Near
BSNL office, Lady Hydari park, Barik,
Shillong 793001
E-mail ID: edproshillongnhidcl@gmail.com

QUOTATION DOCUMENT

General Instruction for Quoting
Regional Office - Shillong of
National Highways & Infrastructure Development Corporation Limited
Notice Inviting Quotations

NHIDCL/RO-SHG/S-D/2021/300/Hill Cutting

Date: 30.05.2023

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

<i>Sr. No.</i>	<i>Name of work / Contract Package</i>	<i>Length (m)</i>	<i>Estimated Civil Cost Put to Tender (Rs. In Cr)</i>	<i>Time of Completion</i>	<i>Eligibility Criteria Average annual turnover for last 3 Years (Rs. In Cr)</i>	<i>Eligibility Criteria as Completed work of similar nature during last 3 Years (Rs. In Cr)</i>
1	Hill cutting and removal of excess earth (clearances) at Km 34+500 due to safety point of view on 2023 on Shillong Dawki Road Package II on item rate/ quotation basis.	50m	0.80	01 months	50% of the tendered value (i.e. Rs. 0.40 Cr.)	One similar Completed work not less than the amount equal to 40% of the total value of contract (Rs. 0.32 Cr)

2. Date of Publishing is from 31.05.2023.
3. The complete BID document can be viewed/ downloaded from web portal www.nhidcl.com from 31.05.2023 to 09.06.2023 (upto 12:00 Hrs. IST).
4. Bidder must submit its Financial bid alongwith qualifying criteria documents in RO Shillong Address on or before 09.06.2023 upto 12:00 hours IST. Bids received online shall be opened on 10.06.2023 (at 12:00 hours IST).
5. Bid documents can be seen at and downloaded from the website www.nhidcl.com and Notice Board of RO Shillong, NHIDCL. Bid documents contain qualifying criteria for bidder, specification, bill of quantities, conditions and other details.
6. The site for the work is available.
7. Submit hard copy of PAN Card, Copy of Payment Receipt for Cost of Documents, Bid Security declaration considered for evaluation of bid.
8. The interested bidder can download the NIT / bidding document from the website www.nhidcl.com
9. Bids will be opened online as per time schedule.
10. Before submission of bids/ quote, bidder must ensure that scanned copy of all the necessary documents have been attached with bid.
11. The department will not be responsible for delay in submission of bids whatsoever reasons may be.
12. All the required information for bid must be filled. Bidders should get ready with the scanned copies of cost of documents & Bid Security declaration as specified in the tender

documents. The original instruments in respect of cost of documents, Bid Security declaration and relevant documents will be submitted to the Quotation Inviting Authority by Registered post/courier/by hand as before issue of LOA Morth circular no RV/NH-37010/4/ 2010- EAP(Printing) Vol. IV dated 30.04.2020.

13. The Total Amount quoted in words shall be the sole guiding factor for financial evaluation of Bidders.
14. Annexure 'A' for terms & conditions shall be the part of bid and hence shall be duly signed by the Bidder and submitted along with quotation.
15. Copy of document as per Cl.2 under Term and Conditions is to be submitted along with quotations and in case declared to be L-1 bidder original document has to be produced for verification before issuance of LOA.
16. Machine shall be operatable in Shillong.
17. **Annexure-B & Annexure-C, D to be submitted** along with quotation in sealed envelope.
18. Cost of Document:- Rs 5900/- (inclusive of GST) in the form of DD in favour of RO-Shillong, National Highways & Infrastructure Development Corporation Limited (NHIDCL), Payable at Shillong, Meghalaya (Non-Refundable) to be submitted along with quotation.
19. Out of responsive bidders lowest of all shall be considered declared as preferred Bidder i.e. L-1.
20. Rate to be quoted in form provided at Annexure-D, duly signed is to be submitted with quotation in sealed envelope.

Instructions to Bidders (ITB) & APPENDIX TO BID

A. General

1. Scope of Bid

- 1.1 The Employer (i.e. Managing Director, National Highways & Infrastructure Development Corporation Ltd.) invites bids for “as described in these documents and referred to as “the works”. The name and identification number of the works is provided in the Notice Inviting Tender.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these Bidding Documents, the terms “bid” and “tender” and their derivatives (bidder/tender, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

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

3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the qualification requirements prescribed in this document.
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4 Qualification of the Bidder

4.1 Deleted

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

- a) Scanned copies of Original documents defining the constitution or legal status, place of registration, and principal place of business; scanned copy of written power of attorney of the signatory of the Bid to commit the Bidder; & original copy of Written Power of Attorney, proof of payment of tender fee and bid security declaration to be submitted in the envelop of physical form before issue LOA.
- b) Scanned copy of total monetary value of civil engineering construction works performed for each of the last three years; (2019-20, 2020-21, 2021-22)
- c) Scanned copy of experience certificate in works of a similar nature and size for each of the last three financial years (commencing from year 2019-20) with certificates from the concerned officer of the rank of Assistant Executive Engineer / Executive Engineer or equivalent;
- d) Scanned copy of evidence of availability (either owned or leased or rented) of items of construction equipment named in the Appendix to ITB. [Clause 4.4 B(b) (i)]
- e) Scanned copy of details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Appendix to ITB. [Clause 4.4 B(b) (ii)]

- 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) Scanned document in support of evidence access to line (s) of credit and availability of other financial resource facilities (10 % of Contract value), certified by bankers (not more than 3 months old).
- h) Scanned undertaking that the bidder will be able to invest minimum cash upto 25 % of contract value of work, during implementation of work.
- i) The Machines should be in good condition. The self-attested copy of the registration certificate as well as insurance certificate and copy of the purchase document or lease document or rented document should be submitted along, All necessary taxes and pollution certificate for operating the Machines should be valid upto 180 days from bid due date and which shall be extended till services rendered to NHIDCL and the fee towards the same shall be fully paid by Agency/Contractor and all necessary papers shall be provided in the Machines as required by prevailing Motor Machines Act with comprehensive insurance coverage for the Machines
- j) Scanned copy of information regarding any litigation or arbitration during the last three years in which the Bidder is involved, the parties concerned, the disputed amount, and the present status;
- k) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the quotation documents is correct in all respects.

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

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

- a) Achieved an average annual financial turnover (in all classes of civil engineering construction works only) 50% to the amount indicated in NIT during last three years ending 31st March of the previous financial year, duly certified by Chartered Accountant.
- b) satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated subcontractor, provided further that all other qualification criteria are satisfied) similar works during last three years ending last day of month previous to the one in which bids are invited, at least one contract of Highway (Road/ or Bridge works)/ Airport runway of 40% of the value of contract (i.e Rs. 0.32Cr).

[The “similar work” constitutes construction/maintenance of bituminous road /clearance of landslide /earthwork on National Highways/State Highways/Other roads work (The base year should be considered as 2021-22)]

- c) Each bidder must demonstrate:
 - i. Evidence of availability (either owned or leased or rented) of the key equipment's for this work as stated in the Appendix to ITB.
 - ii. Availability for this work of personnel with qualification & experience as stated in the Appendix to ITB.

b) Deleted.

c) Deleted.

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

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

5 One Bid per Bidder

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

6 Cost of Bidding

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

7 Site Visit

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

- 8. The successful bidder shall be communicated of the same by the Authority through Letter of Award (LOA), subsequent to which the consultant has to be submit, within 10 days of issue of the LOA, a Demand Draft amounting to 3% of the Contract Price duly pledged to NHIDCL RO Shillong as a part of Performance Security which shall be returned/ released to the Bidder after 180 days calculated from the successful Completion date of the above said stretch (i.e. after the same is duly certified by the General Manager (P), NHIDCL PMU Myllem).
- 9. The Machines should be in good condition. The self-attested copy of the registration certificate as well as insurance certificate and copy of the purchase document or lease document should be submitted along with the Quotations.

Appendix to ITB				
Instructions to Bidders		Clause Reference		
(1.)		The Employer is ED (P), RO-Shillong, NHIDCL, 1 st Floor Parkside Building, Opp. Lady Hydari Park, Barik Shillong, Meghalaya-793001		
(1.)		Hill cutting and removal of excess earth (clearances) at Km 34+500 due to safety point of view on 2023 on Shillong Dawki Road Package II on item rate/ quotation basis.		
(4.4) B) (b) (i)		Name of the Equipment		Quantity
		Hydraulic Excavator of 1 Cum bucket and		1
		rock breaker attachment		1
		Front End/backhoe Loader 1 Cum		2
		Any other equipment required for carrying out work as per Ministry's specification.		
		Note: The bidder must upload scanned copy of the documentary evidence in support of his owning/leased/ rented of the above equipments. In case the bidder proposes to hire or take the above equipment on lease, he should, along with the lease/rent agreement, attach the proof of ownership of these equipments with the company/ entity from whom the equipments are proposed to be hired on lease/ rent. The bidder shall submit an undertaking as per Performa of the bid document. However, bidder may assess the site requirement for additional plant/machinery/equipments for speedy completion at his cost. Any conditional evidence of deployment of above equipment or inadequate proof as required for any of the equipment shall make the bid non-responsive and financial bid shall not be opened.		
(4.4) (B) (b) (ii)		The Number of Technical personnel, Qualifications and Experience will be as follows: The Technical Personnel are:		
SL. No.	Personnel	Qualification	Particular Experience (minimum requirement)	No. of Persons
1	Site Engineer cum Surveyor	B.E (Civil) + 3Years Exp. Or Diploma + 5 Years Exp.	2 years on highway constructions / maintenance work.	1
			Total	1
		Note: The detailed signed and scanned CVs of the Key Technical Personnel at S. No. 1 signed by the key personnel himself, must be uploaded along with the bid. The name and educational qualification of other personnel should be given.		

SECTION III

QUALIFICATION INFORMATION

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

1. For Individual Bidder

1.1 A) Year of Constitution

B) legal status of Bidder (Proprietorship/Partnership or Pvt. Ltd. firm)

[Upload scanned copy of original]

C) Place of registration:

D) Principal place of business:

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

*1.3 Total value of Civil Engineering construction work performed in the last Five years (inRs. _____ Lakhs) refer ITB Clause 4.4 A (a)
(Upload scanned copies of certificate from Chartered Accountant & also supply original certificate from Chartered Accountant)*

2021-2022 _____
2020-2021 -----
2019-2020 _____

Total _____

Average per year-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Clause 4.2(g) of ITB)

BANK CERTIFICATE

This is to certify that M/sis a reputed company with a good financial standing.

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

.....
(Signature)
Name of Bank Senior
Bank Manager
Address of the Bank

AFFIDAVIT

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

(To be notarized by Notary)

UNDERTAKING

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

(To be notarized by Notary)

UNDERTAKING

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

(On the letterhead of the bidder)

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

Undertaking

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

(Seal of the
company)

FORM OF LETTER OF APPLICATION

Executive Director (P),
National Highways & Infrastructure Development Corporation Limited (NHIDCL)
Regional Office-Shillong
First Floor, Parkside Building Near BSNL office,
Lady Hydari park, Barik, Shillong 793001
E-mail ID: _edproshillongnhidcl@gmail.com

DESCRIPTION OF WORKS: Hill cutting and removal of excess earth (clearances) at Km 34+500 due to safety point of view on 2023 on Shillong Dawki Road Package II on item rate/ quotation basis.

[Contract Package No.: NHIDCL/RO-SHG/S-D/2021/300/Hill Cutting]]

Dear Sir,

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

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

Thanking you,

Yours faithfully,

(Authorized Signatory) for and on behalf of

M/s _____

FORM OF LETTER OF ACCEPTANCE

No.

Dated

To

M/s.....

Sub.: **Name of Work**

Sir,

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

2. You are hereby requested to furnish Demand Draft towards Security as detailed in Cl. 8 of ITB for an amount equivalent to Rs(Rupees in words...) within 10 days as per provisions of clause 8 of ITB of the bid document.

Thanking you,

Yours faithfully,

(.....)
General Manager (Projects)

“Accepted By:

(Name of the Authorized person)
(Name of the sole bidder/lead partner
of JV)Seal of the bidder”

FORM OF AGREEMENT

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

AND WHEREAS the Employer invited bids from eligible bidders of the execution of certain works, viz "Hill cutting and removal of excess earth (clearances) at Km 34+500 due to safety point of view on 2023 on Shillong Dawki Road Package II on item rate/ quotation basis"

[Contract Package no: NHIDCL/RO-SHG/S-D/2021/300/Hill Cutting]

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

AND WHEREAS the Contractor by a deed of undertaking dated ----- has agreed

to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

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

AND WHEREAS the contractor has agreed to undertake such works and has furnished a performance security pursuant to clause 8 of the instructions to bidders.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1 In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
- 2 The following documents shall be deemed to form and be read and constructed as part of this agreement viz.
 - a) The Contract Agreement,
 - b) Letter of Acceptance,
 - c) Notice to proceed with the works,
 - d) Contractor's Bid,
 - e) Contract Data,
 - f) Conditions of Contract including Special Conditions of Contract
 - g) Technical Specifications,
 - h) Drawings, if any
 - i) Scope of work
 - j) Bill of Quantities
 - k) Any other document listed in the Contract Data.
- 3 The foregoing documents shall be constructed as complementary and mutually explanatory one with another. Should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of particular applications be as listed above.

- 4 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the contract.
- 5 the employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Binding Signature of Employer _____

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

Binding Signature of Contractor _____

For and on behalf of _____

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

ANNEXURE- 'A' TERMS AND CONDITIONS

1. The Machines should be in good condition. The self-attested copy of the registration certificate as well as insurance certificate and copy of the purchase document or lease document should be submitted along with the Quotations.
2. All necessary taxes and pollution certificate for operating the Machines should be valid upto 180 days from bid due date and which shall be extended till services rendered to NHIDCL and the fee towards the same shall be fully paid by Agency/Contractor and all necessary papers shall be provided in the Machines as required by prevailing Motor Vehicles Act with comprehensive insurance coverage for the Machines. All the cases related to accident/damages/compensation shall be the responsibility of Machines Owner/ Agency/Contractor.
3. The Machines shall be available day and night (24*7 hours) as required by Project Monitoring Unit (PMU) Office at Myllem (Meghalaya), NHIDCL.
4. The Agency/Contractor shall bear all expenses required for keeping the Machines in smooth running condition such as fuel, lubrications oil & other consumables, necessary service & maintenance, repairs & replacement etc. and salary of the driver per month & his related expenses for duty.
5. In the event of any Machines being off the site for maintenance or on any account of breakdown, the Agency/Contractor shall provide a substitute Machines immediately. If Agency/Contractor fails to do so at any point of time, Project Monitoring Unit (PMU) Office at Myllem (Meghalaya), NHIDCL is free to get work done at risk and cost of the contractor. In such case Penalty of Rs. 5000/- per day shall also be levied.
6. The quoted rates shall be inclusive of all taxes but excluding GST.
7. The Agency/Contractor should submit their bills in duplicate/original along with logbook and photographic record within 1st week of every month for payment if any.
8. The quoted rates shall be valid for contract period. Variation/revision in quoted rates on account of any increase in fuel or spares cost/maintenance/insurance/driver salary will not be entertained during the contract period.
9. The successful bidder shall be communicated of the same by the Authority through Letter of Award (LOA), subsequent to which the consultant has to submit, within 10 days of issue of the LOA, a Demand Draft amounting to 3% of the quoted amount (as calculated from the percentage of Estimated Project Cost quoted) duly pledged to NHIDCL RO Shillong as a part of security which shall be returned/ released to the Bidder after 180 days calculated from the successful Completion date of the above said stretch (i.e. after the same is duly certified by the General Manager (P), NHIDCL PMU Myllem).
10. The Agency/Contractor should be able to supply the required Machines within seven days from the date of Letter of Acceptance.
11. An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the quotation documents is correct in all respects.
12. NHIDCL reserves full rights to curtail, modify, halt/cancel, reject any or all offer/s, at any stage without assigning any reasons and no claims of whatsoever nature will be entertained on this account.
13. The supply of Machines is initially for duration of contract period i.e. 01 months only from the date of agreement. Machines may be continued beyond the stipulated period on the rates quoted & condition herein if required by NHIDCL and agreed by the bidder.
14. Bid/ quotation shall remain valid for period of 120 days from bid/ quotation due date
15. Insurance
 - 16.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of Contract period for events (a) to (d), for the following events which are due to the Contractor's risks:
 - a) loss of or damage to the Works, Plant and Materials; i.e. Rupees equivalent to Contract price.

- b) loss of or damage to Equipment; i.e. Rupees equivalent to 5% of Contract price.
- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; i.e. Rupees 20 lakhs for multiple incidents.
- d) Personal injury or death.
- e) Insurance policies should be as per work order basis

16.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to Project Monitoring Unit(PMU) Office at Myllem (Meghalaya), NHIDCL before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

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

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

16. Precautions for Safeguarding the Environment

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

17. Plant and Equipment

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

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

CONDITIONS OF CONTRACT

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

A. General

1. Definitions

1.1 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 8 hereunder.**

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance **with Clause 12 hereunder.**

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 13 hereunder.**

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 bidding document submitted by the Contractor to the Employer and includes technical and financial bids.

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

The Defects Liability Period Deleted

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 Deleted

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. Employer's and Contractor's Risks

2.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

3. Employer's Risks

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

4. Contractor's Risks

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

5. Insurance

5.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of defect liability period for events (a) to (d), in the amounts and deductibles stated in the Contract Data for the following

events which are due to the Contractor's risks:

- a) Loss of or damage to the Works, Plant and Materials;
- b) Loss of or damage to Equipment;
- c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

5.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

5.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be debt due.

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

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

7. Payments

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

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

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

8. Compensation Events

8.1 The following shall be Compensation Events unless they are caused by the Contractor:

- a) The Engineer orders a delay or delays exceeding a total of 30 days.
- b) The effects on the Contractor of any of the Employer's Risks.

8.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended after the approval of the employer.

8.3 The contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer/Employer.

9. Taxes & Currencies for payments

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

9.2 All payments will be made in Indian Rupees.

10. Security Deposit / Retention Money

10.1 The Employer shall retain security deposit of 5 % (five percent) of the amount from each payment due to the Contractor until Completion of the whole of the Works.

10.2 The 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.

10.3 If the contractor so desires then the Security Deposit/retention money can be released on submission of unconditional Bank Guarantee at the following two stages:-

- (a) At a point after the progress of work in financial term (gross value of work done) has reached 50% of the contract amount
- (b) After the retention money has been deducted to the full value (5% of the Contract Amount).

11. Liquidated Damages

11.1 The Contractor shall pay liquidated damages to the Employer at the rate or part thereof stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

11.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting in the next payment certificate. The contractor shall not be paid interest on the over payment of liquidated damages.

12. Completion

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

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

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

CONTRACT DATA TO GENERAL CONDITIONS OF CONTRACT

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

The Employer is:-

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

Name of Authorized Representative: -

Executive Director (P),

RO-Shillong, NHIDCL,

1st Floor Parkside Building,

Opp. Lady Hydari Park,

Barik, Shillong,

Meghalaya-793001

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

2. The Engineer is :

Designation: General Manager (P)

Address: National Highways & Infrastructure Development Corporation Ltd.

Project Monitoring Unit-Mylliem Madan lingsyiem,

Lyndale Guest House,

East Khasi Hills, Meghalaya-793009

Email: gmshillongnhidcl@yahoo.com

3. The intended Completion Date for the whole of the works is **01 months** from start date.
4. The location of site is given in the Bid notice (SECTION I)
5. The start date shall be reckoned within 15 days after the date of issue of the notice to proceed with the work.
6. (a) The name and identification number of the contract is given in the table given in Bid Notice (SECTION I)
7. (a) The law which applies to the contract is the law of Union of India.
(b) The language of the contract documents is English
8. The limit of subcontracting is NIL of initial contract price
9. Schedule of other contractor -NIL
10. Technical Personnel are as given in the ITB (SECTION II)
11. Amount of Insurance are:
 - (a) Rupees equivalent to contract price
 - (b) Rupees equivalent to 5% of contract price
 - (c) Rupees equivalent to 5% of contract price
 - (d) Rupees 20 lakhs for multiple incidents and deductible as per premium rate.

12. Site investigation report-NIL
13. (A) The period for submission of the programme for approval of Engineer shall be 7 days from the issue of Letter of Commencement.
(B) (a) Identified indented work
 - (1) Weekly Indent, Monthly Indent, Quarterly Indent and Bi-annual Indent
- 3 days before start of week; 7 days before start of month; 15 days before start of quarter and 28 days before bi-annual period concerned
 - (2) Emergent Indents - Within 24 hours
14. Amount to be withheld for delays in submission of updated programme: 1% of value of work corresponding to the updated programme.
15. Deleted (a) Amount of liquidated damages for delay in completion of works
 - For whole of work $(1/2000)^{\text{th}}$ of the Initial Contract Price, rounded off to the nearest Thousand, per day.
 - For Sectional Completion (wherever specified, in item 6 of Contract Data $(1/200)^{\text{th}}$ of initial contract price for 5 km section, rounded off to the nearest thousand per day.
(b) Maximum limit of liquidated damages for delay in completion of work.
 - 10 percent of the initial contract price rounded off to the nearest thousand.
17. 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.
18. 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.

Other Important Condition to be taken care by the Contractor

1. Precautions for Safeguarding the Environment

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

2. Plant and Equipment

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

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

Bid/quotation Security Declaration

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

I, on behalf of the bidder/quotationer, [Name of the bidder/quotationer], also accept the fact that in case the bidder/quotationer is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the document, then [Name of the bidder/quotationer] 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)

Annexure-D**BILL OF QUANTITY**

“Quotation to be filled by the bidder and to be submitted in sealed envelope”

Name of Work: Hill cutting and removal of excess earth (clearances) at Km 34+500 due to safety point of view on 2023 on Shillong Dawki Road Package II on item rate/ quotation basis.

Sl. No.	Description of work	Unit	Quantity	Amount quoted by bidder (inclusive of all taxes but exclusive of GST) (To be Filled by Quotationer)		
				Rate (Rs.)	Amount (Rs.) (in figure)	Amount (Rs.) (in word)
1	Excavation in Hill Area in Soil by Mechanical Means (Excavation in soil in hilly area by mechanical means including cutting and trimming of side slopes and disposing of excavated earth with all lifts and lead upto 5000 metres)	Cum	4920.00			
2	Excavation in Hilly Area in Ordinary Rock by Mechanical Means not Requiring Blasting. (Excavation in hilly area in ordinary rock not requiring ballasting by mechanical means including cutting and trimming of slopes and disposal of cut material with all lift and lead upto 5000 metres)	Cum	11070.00			
3	Excavation in Hilly Areas in Hard Rock Requiring Blasting (Excavation in hilly areas in hard rock requiring blasting, by mechanical means including trimming of slopes and disposal of cut material with all lifts and lead upto 1000 metres.)	Cum	8610.00			

Note:

1. GST Shall be paid separately.
2. The Quantity of the above items to be executed will be as per actual site condition.

Name, Signature & Seal of Bidder/quotationer