



**National Highways and Infrastructure Development Corporation Ltd  
(Ministry of Road Transport & Highways)  
Government of India**

**“Miscellaneous work of Automated Multilevel Car Parking Project  
at Transport Bhawan,1, Parliament Street, New Delhi-110001”**

**BID DOCUMENT**

**PTI Building, 3<sup>rd</sup> Floor, Parliament Street, New Delhi  
May, 2019**

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**(SECTION-I)**  
**NOTICE INVITING TENDER**

**National Highways & Infrastructure Development Corporation Ltd.**  
**Notice Inviting Tender**

**(National Competitive Bidding through e-Tendering mode only)**

1. NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. of India (hereinafter called “the Employer”) hereby invites Item rate bids on two bid systems through e-tendering for the following work from experienced firms/organizations excluding those firms who have been declared as non- performing by MoRTH/NHAI/MoSHIP/NHIDCL or the firms those are blacklisted/ debarred for specified period by MoRTH/NHAI/MoSHIP/NHIDCL and against whom such action is under process by MoRTH/ NHAI/MoSHIP/NHIDCL.

Name of Work	Contract No.	Estimated Cost (Rs. in Lakh) (incl of all taxes including GST)	Time of Completion
“Miscellaneous work of Automated Multilevel Car Parking Project at Transport Bhawan,1, Parliament Street, New Delhi-110001”	NHIDCL/AMLCP/Misc Works/2019	8.19	15 days

2. Cost of Bid Documents (Non-Refundable): Rs. 2,000/-

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

Bid Security (Rs.)	Average Annual Turnover during last 3 financial years (Rs. in Lakh)	Work of Similar Nature during last 5 years. <i>(Similar nature work includes civil construction/building works)</i>
16,500 /-	3.27 /-	One work of Rs. 6.55 lakhs (80% of estimated cost)  (or) Two works of Rs. 4.91 lakhs each (60% of estimated cost) each  (or) Three works of Rs. 3.27 lakhs each (40% of estimated cost) each

4. The scope of work:

The Scope of Work is as per Bill of Quantities for the subject work.

5. The authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case, authorized signatory holding Power of Attorney and Digital Signature are not the same, the bid shall be considered non-responsive.

6. The detailed tender document can be viewed from the website [www.eprocure.gov.in](http://www.eprocure.gov.in) & [www.nhidcl.com](http://www.nhidcl.com) from 28.05.2019 to 06.06.2019 upto 15:00 Hrs. "NHIDCL and e-procure portal is to be used through computer having Window Operating System only"

7. To participate for the bidding, bidders have to pay non-refundable document fee of Rs. 2,000/- in the form of DD drawn on any schedule bank in India in favour of "**National Highways & Infrastructure Development Corporation Ltd.**" payable at New Delhi.

8. Bid should be submitted online in the prescribed format given in the website. No other mode of submission is acceptable.

9. The Amendments/clarifications to the bid document if any will be hosted on the above website only.

10. For any clarification, the following office may be contacted:

**Rajeev Sood**  
**General Manager (Technical)**  
National Highway & Infrastructure Development Corporation Ltd.  
PTI Building, 3<sup>rd</sup> Floor,  
4, Parliament Street,  
New Delhi-110001  
Ph. 011-2346 1621  
Email: [gm5@nhidcl.com](mailto:gm5@nhidcl.com)

11. Conditional bids would be rejected.

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

### 13. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Bid Document /NIT Publishing Date	28.05.2019 (1500hrs)
Bid Document Download / Start Date	28.05.2019 (1500 hrs)
Clarification Start Date (Pre bid queries)	28.05.2019 (1500 hrs)
Clarification End Date( Last date for receipt of pre bid query)	03.06.2019 (1100 hrs)
Bid Submission Start Date	28.05.2019 (1500 hrs)
Bid submission End Date (online & physical Copy)	06.06.2019 (1500 hrs)
Opening Date of Technical Bids	07.06.2019 (1500 hrs)
Date of uploading of list of Technically Qualified Applicants	To be intimated later
Date of Opening of Financial Bids of Qualified Applicants	To be intimated later

**Rajeev Sood**  
**General Manager (Technical)**  
 NHIDCL, 3<sup>rd</sup> Floor, PTI  
 building 4, Parliament Street,  
 New Delhi-110001  
 Ph. 011-2346 1621  
 Email: [gm5@nhidcl.com](mailto:gm5@nhidcl.com)

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

**Section II: Instructions to Bidders**

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## Section II: Instructions to Bidders (ITB)

### A. General

#### 1. Scope of Bid

1.1 The National Highways & Infrastructure Development Corporation Ltd (NHIDCL) hereinafter called “ The Employer “ invites short term bids for the work “**Miscellaneous work of Automated Multilevel Car Parking Project at Transport Bhawan,1, Parliament Street, New Delhi-110001**”

**CONTRACT PACKAGE NO:** NHIDCL/AMLCP/Misc Works/2019

1.2 The successful bidder will complete the contract work in **15 days** period commencing with immediate effect from the date of issue of “Notice to Proceed” with the works.

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

1.3 The Scope of Work is as per BoQ for the subject work.

#### 2. Source of Funds

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

#### 3. Eligible Bidders

- I. List of Similar Projects completed during last 5 years along with copy of the Work Orders, Client’s Completion Certificate, etc. (at least one work of 80% of the estimated cost (or) 2 works of 60% of the estimated cost each (or) 3 works of 40% of the estimated cost each, each work completed during the last 5 years). The original WO and Client’s Completion Certificate shall be produced if demanded during the evaluation of technical bid.
- II. Audited Balance Sheet and Profit & Loss Account Report of last 3 Financial Years.
- III. Permanent Account Number (PAN).
- IV. GST Registration details as applicable.

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

4.1 NHIDCL has to finalize its purchase / contracts within a limited time schedule. Therefore, it may not be feasible for NHIDCL to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to NHIDCL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with NHIDCL's requirement may be rejected without seeking any clarification.

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

- (a) Scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business; scanned copy of written Power of Attorney of the signatory of the Bid to commit the Bidder; & original copy of Written Power of Attorney to be submitted in the envelop of physical form. (Pl. refer clause 12 of ITB).
- (b) Scanned copy of experience certificate of works of similar nature for each of the last 05 years as per Cl. 3 (I)
- (c) 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 (03) financial years;
- (d) 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;

**Deleted.**

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

- (a) Achieved an average annual financial turnover equal to 40% of total estimated cost the amount indicated in NIT during last three Financial Years (ending financial year 2017-18), duly certified by Chartered Accountant.
- (b) Satisfactorily completed, as a prime contractor (or as a nominated subcontractor provided further that all other qualification criteria are satisfied) similar works during last 5 years.

Similar nature work includes civil construction/building works.

- B (a)** Each bidder must upload the scanned copies of following documents along with the Submission of online bidding:
  - (i) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all

- respects; and
- (ii) Such other certificates as defined in Section- III.

Failure to submit the certificates/documents as specified above shall make the bid non- responsive.

**(b) Deleted**

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

- (i) Made misleading or false representations in the forms, statements, affidavits and Attachments submitted in proof of the qualification requirements; and/or
- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring from MoRTH/NHIDCL/NHA/MoSHIP work etc.
- (iii) Tampered the bid document in any manner.

**5. One Bid per Bidder**

- (a) Each Bidder shall submit only one Bid for each package. A Bidder who submits more than one Bid for the same work, will be disqualified. The Bidder can, however, submit bids for more than one package if meeting the qualifying criteria.

**6. Cost of Bidding**

- (a) 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**

- (a) 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.
- (b) Contractor has to obtain all kind of road permits (Being New Delhi Parliament Street-Highly security sensitive area), and all kinds of Permissions from Concerned Authorities related with the execution of work. The costs of visiting the Site shall be at the Bidder's own expense. Further, Water Supply arrangement, Electric Supply arrangement has to be made by the bidder.

**8. Content of Bidding Documents**

The set of bidding documents comprises the documents listed below and **Corrigendum (if any) issued.**

1. Notice Inviting Tender
2. Instructions to Bidders & Appendix to Bid
3. Qualification Information
4. Forms of Bank Guarantee, Agreement & LOA

5. Conditions of Contract & Contract Data
6. Technical Specifications
7. Additional Conditions

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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.

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 through e-mail at the Employer's address within the time frame indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification within the time frame indicated in the Notice Inviting Tender. Copies of the Employer's response will be hosted on website or which are required in the opinion of the Employer, including a description of the enquiry, but without identifying its source.

#### **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 NHIDCL website and e-tendering portal. Bidders are advised to keep themselves updated of all the addendums issued on e-tendering portal by daily checking the e-tendering portal and, NHIDCL does not assume any responsibility in case the bidder fails to do so and does not take any action, if required, with respect to any relevant addendum.

### **C. Preparation of Bids**

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

All documents relating to the Bid shall be in English.

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

The e-bid submitted by the bidder shall be in two separate parts for each package.

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

Part-II - It shall be named Financial Bid and shall comprise of Priced Bill of Quantities.

Documents to be submitted in physical form must reach the NHIDCL by 15:00 Hrs on Bid Due Date.

Though, the scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal of NHIDCL, as per clause 12 above, however, following original documents in physical form shall be submitted in a sealed envelope by 15:00 Hrs on the date of submission of bid and addressed to the addressee given in the NIT duly super scribed "Name of Work, Contract number, Bid due date and time". Name and address of the bidder should also be indicated on the envelope.

- a) Copy of Acknowledgement for Tender Submission and EMD/Bid Security
- b) Bid Document Fee (Cost of Bid Document)
- c) Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid
- d) Affidavit duly notarized (as per the format provided in Section III)
- e) Experience certificate or Notarized copy of certificate duly signed by authorized signatory.
- f) Undertakings mentioned in Section III (Qualification Information) of this document (duly notarized).

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 (BoQ)
6.	Technical Specifications

### 13. Bid Prices

13.1 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.

13.2 The bidder shall quote bid prices on appropriate format enclosed as part of tender document on e-tender portal of NHIDCL. The items for which no rate or price is entered by the Bidder will be required to be executed free of cost and shall be deemed covered under the other rates and prices in the Bill of Quantities quoted.

13.3 The Price quoted by the Bidder shall be considered inclusive of all taxes including GST.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment. No extra cost towards escalation shall be payable on the contract package.

#### **14. Currencies of Bid and Payment**

14.1 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**

15.1 Bids shall remain valid for a period of **120 days** after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders 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. Bid Security**

16.1 The Bidder shall furnish, as part of the Bid, Bid Security in form DD, for the amount as specified in the Appendix to ITB. The Bid Security shall be in favour of **National Highways & Infrastructure Development Corporation Ltd**, payable at New Delhi as indicated in Appendix to ITB.

16.2 Any bid not accompanied by an acceptable bid security as mentioned above shall be rejected by the Employer as non-responsive.

16.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1 or award of contract package, whichever is earlier.

16.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

#### **16.5 The Bid Security will be forfeited:**

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;

- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) Sign the Agreement; and/or
  - (ii) Furnish the required Performance Security.
  - (iii) Commence the work after signing the Agreement within 10 days.

## **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**

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

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18.2 The documents to be submitted in the physical form along with the Bid security (DD) for fees/security shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the bidder. All the pages of the documents as mentioned here shall be signed by the person/persons signing the bid. Documents as mentioned here shall contain no overwriting, alterations or additions, except those to comply with instructions, issued by the employer or as necessary to correct errors made by the bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid.

## **D. Submission of Bids**

### **19. Marking of Bids**

The documents to be submitted in physical form as per clause 12 of ITB shall be submitted in a sealed Envelope super scribed as “Documents in Physical Form ” at the top left corner. In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in Online form shall prevail over the documents submitted in Physical form.

**Further, the bids submitted in Physical Form must be hard bound and page numbered.**

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### **20. Deadline for Submission of Bids**

20.1 The Bidder shall ensure that the complete e-Bid is uploaded on NHIDCL e-tender portal on or before the Bid Due Date before the time specified in NIT/e-portal “NHIDCL e-procure portal is to be used through computer having Window Operating System only”. The Bidder is further required to submit Documents in Physical Form on or before the Bid Due Date and before the time of submission as specified in Clause 12 of ITB, at the following address:-

**Rajeev Sood**  
**General Manager (Technical)**  
**National Highways & Infrastructure Development Corporation Ltd**  
**Ltd. PTI Building, 3<sup>rd</sup>**  
**Floor, 4, Parliament Street,**  
**New Delhi-110001**  
**Ph. 011-23461621**  
**Email: [gm5@nhidcl.com](mailto:gm5@nhidcl.com)**

20.2 In the event of the specified date for the submission of documents in Physical form being declared a holiday for the Employer, the same will be received up to the specified time on the next working day.

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

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

**21. Late Submission of Document in Physical Form:**

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

**22. Modification and Withdrawal of Bids**

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

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

22.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 shall result in the forfeiture of the Bid security pursuant to Clause 16.

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

22.5 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

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

23.2 The Employer will open the "Technical Bid" of all the bids received (except those received late), in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the **NIT**. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

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23.3 In all cases, the amount of Bid Security, forms and validity shall be announced. Thereafter, the Employer at the opening as the Employer may consider appropriate, will announce the bidders' names and such other details.

23.4 The Employer will prepare Minutes of the Bid opening, including the information disclosed to those present.

- (i) The bids accompanied with valid bid security, bid document fee, Tender Processing fee will be taken up for evaluation with respect to the information Furnished in Part I of the Qualification Information and other bid.
- (ii) As soon as possible, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration. However, to assist in the examination, evaluation of technical bids, the Employer may at his discretion, ask any bidder for clarification of his bid, however, no additional documents in support of clarification will be entertained.

23.5 The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.

23.6 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive will be announced. The financial bids of only these bidders

will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

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

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

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

## **25. Clarification of Bids and Contacting the Employer**

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

25.2 No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

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

## **26. Examination of Bids and Determination of Responsiveness**

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

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

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

27.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's/Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 be increased and an additional performance security of 05 (five) percent may be obtained at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

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

## **28. Price Preference**

There will be no price preference to any bidder.

## **F. Award of Contract**

**29.** The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the **Lowest Bid Price**, provided that such Bidder has been determined to be:

- (a) Eligible in accordance with the provisions of Clause 3, and
- (b) Qualified in accordance with the provisions of Clause 4

### **30. 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.

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

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

31.2 The notification of award (LOA) will constitute the formation of the Contract, subject Only to the furnishing of a performance security in accordance with the provisions of Clause 32.

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

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

### **32. Performance Security**

32.1 Within 7 (seven) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of **05 (five) percent of the Contract Price, valid for the period of 28 days after the expiry of defect liability period of 12 (twelve) months** plus additional security for unbalanced Bids.

32.2 The performance security shall be in the form of a Bank Guarantee in the name of the Employer, from a Bank as applicable in case of bid security defined in Appendix to ITB.

32.3 Failure of the successful bidder to comply with the requirement of sub-clause 32.1 shall constitute sufficient ground for cancellation of the award and forfeiture of

the bid security.

32.4 The successful bidder to whom 'LOA' has been issued is required to sign the Agreement at Employer's Office within 15 days of issue of LOA.

### **33. Advances- Deleted**

### **34. Corrupt or Fraudulent Practices**

34.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways & Infrastructure Development Corporation Ltd. / MoRTH/NHAI/MoSHIP/ and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

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

### **35. WARRANTY AND SUPPORT**

The Warranty shall be:

1. On-site, comprehensive and back-to-back from OEM for a period of 6 months from the date of acceptance/installation of products or as recorded in MB.
2. Advanced replacement of hardware
3. Software updates and upgrades at no cost to MoRTH
4. L2 support from OEM
5. On-site support from bidder for day to day operational issues as and when arises.

### **Appendix to ITB**

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

*Instructions to  
Bidders:*

*Clause Ref:*

(1.1)

The Employer is "Managing Director, National Highways & Infrastructure Development Corporation Ltd., PTI Building, 3<sup>rd</sup> Floor, 4, Parliament Street, New Delhi-110001

Clause Ref: (16)

The amount of Bid Security for the package shall be as indicated below and must be in **the form of DD** in favour of "**National Highways & Infrastructure Development Corporation Ltd.**" payable at New Delhi.

**Bid Security: Rs.16, 500/-**

**Demand Draft** should be from any scheduled Indian Bank or a foreign Bank located in India/and approved by the Reserve Bank of India (RBI).

Bid Security may be issued by the following banks.

- (i) State Bank of India or its subsidiaries
- (ii) Any Indian nationalized bank
- (iii) IDBI/ICICI bank
- (iv) A Foreign bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian nationalized Bank.
- (v) Export Import bank of India.
- (vi) Any RBI approved scheduled commercial bank having net worth of more than Rs. 500 Crore as per latest Annual Report of the bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operation shall only be taken into account and acceptable to Employer.  
The acceptance of the Guarantee shall also be subject to the following conditions
  - i) The capital adequacy of the Bank shall not be less than the norms prescribed by RBI (presently 9, with effect from 31<sup>st</sup> March 2003, 10)
  - ii) The Bid Security issued by a cooperative Bank shall not be accepted.

## **SECTION III**

### **QUALIFICATION INFORMATION**

**(To be filled by Bidder)**

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, Section II of the "Instructions to Bidders". This information will not be incorporated in the Contract.

**1. Qualification Information**

**1.1 For Individual Bidders**

- (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:

\_\_\_\_\_

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

**1.2. Total value of similar type of work performed in the last five (05) years (refer ITB Clause 4.4 A (a))**

**1.3 Average Annual Turnover:**

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

2017-2018-----

2016-2017-----

2015-2016-----

**Total** -----

**Average of the 3 years.....**

**1.4** Work of a similar nature, performed as prime contractor during the last five years as per ITB Clause 4.4A (b).

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

*\* 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)*

1.5 Deleted.

1.6 Deleted

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

<b>Other Party (ies)</b>	<b>Employer</b>	<b>Cause of Dispute</b>	<b>Amount involved</b>	<b>Remarks showing Present Status</b>

2. 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 that the Bids shall remain valid for the period specified in Clause 15.1 (it should be on stamp paper attested by Notary Public).

**AFFIDAVIT (on Non - Judicial Stamp Paper)**

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 & Infrastructure Development Corporation Ltd nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by NHIDCL to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NHIDCL and within the prescribed time.

\_\_\_\_\_

(Signed by the Authorised Representative of the Firm)

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

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

\_\_\_\_\_  
DATE

(To be notarized by Notary)

**UNDERTAKING (on Non- Judicial Stamp Paper)**

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

(To be notarized by Notary)

**(SECTION-IV)**

**FORMS OF BANK GUARANTEES, BANK CERTIFICATE, LETTER OF APPLICATION,  
LOA & AGREEMENT.**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

**[CONTRACT PACKAGE NO: NHIDCL/AMLCP/Misc Works/2019]**

To  
Managing Director, NHIDCL  
National Highway & Infrastructure Development Corporation Ltd.  
PTI Building, 3rd Floor , Parliament Street  
New Delhi-110001

WHEREAS..... (name and address of contractor) hereinafter called "the contractor" has undertaken, in pursuance of LOA 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 by a Nationalized/Scheduled bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

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

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

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

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

The liability of Bank under this Guarantee shall not be affected by any change in the constitution of the contractor or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. (Rs. in words) and the guarantee shall remain valid till

\_\_\_\_\_. Unless a claim or a demand in writing is served upon us on or \_\_\_\_\_ before all our liability under this guarantee shall cease.

**Signature and Seal of the Guarantor with Name.....**

Designation.....

Employee Code.....

Name of the Issuing Bank.....

Branch.....

Address.....

Phone no.....

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

Not to be a part of BG:

**Note: Information about the issuance of Performance Bank Guarantee may be submitted through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi (SYNB009062) to aid in the process of confirmation of Bank Guarantee.**

**FORM OF LETTER OF APPLICATION**

To,  
Rajeev Sood (Retd),  
General Manager (Technical)  
National Highway & Infrastructure Development Corporation Ltd.  
PTI Building, 3<sup>rd</sup> Floor ,  
4, Parliament Street,  
New Delhi-110001

Description of Works: **“Miscellaneous work of Automated Multilevel Car Parking Project at Transport Bhawan,1, Parliament Street, New Delhi-110001”**

**CONTRACT PACKAGE NO:** NHIDCL/AMLCP/Misc Works/2019

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 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,

.....

G.M (T)

**FORM OF AGREEMENT**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between the National Highway Infrastructure Development Corporation Ltd, New Delhi (hereinafter called "the Employer" of the one part and (here in after called "the Contractor") of the other part.AND WHEREAS the Employer invited bids from eligible bidders of the execution of certain \_\_\_\_\_ works, viz. "(.....name of work.....)"  
." **CONTRACT PACKAGE NO:** NHIDCL/AMLCP/Misc Works/2019

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and constructed as part of this agreement viz.
  - a) The Contract Agreement,
  - b) Letter of Acceptance,
  - c) Contractor's Bid,
  - d) Contract Data,
  - e) Conditions of Contract including Special Conditions of Contract
  - f) Technical Specifications,
  - g) Bill of Quantities

h) 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:

For and on behalf of National Highway & Infrastructure Development Corporation Ltd

For and on behalf contractor

Witness

Witness

1. Name:

1.

Name:

Address:

Address:

2. Name:

2.

Name:

Address:

Address:

**(SECTION-V)**  
**CONDITIONS OF CONTRACT**

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## Section V

### CONDITIONS OF CONTRACT

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

##### A. General

###### 1. Definitions

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

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

**The Completion Date** is the date of completion of the Works as certified by the Engineer.

**The Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.2

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

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

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

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

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

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

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

**The Defects Liability Period** is 12 (Twelve) months calculated from the Completion Date.

**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 functions to a person or body nominated by him for specified functions.

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

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

**The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the 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.

**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 shall be with immediate effect from the date of issue of Notice to Proceed with the work.**

**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 hand over 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.

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

- (a) Agreement,
- (b) Letter of Acceptance,
- (c) Notice to Proceed with the Work,

- (d) Contractor's Bid,
  - (f) Contract Data
  - (g) Conditions of Contract including Special Conditions of Contract
  - (h) Technical Specifications,
  - (i) Drawings, if any
  - (j) Bill of Quantities, and
  - (k) Any other document listed in the contract data as forming part of the contract

**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. 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 experiences 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 treat as a breach of contract and action will be taken as per clause 40.2.

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

**8. 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.

**9. 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 India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due to solely to the design of the Works, other than the Contractor's design.

**10. 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 are the Responsibility of the Contractor.

**11. 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 the Defects Liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) Loss of or damage to the Works, Plant and Materials;
- (b) Loss of or damage to Equipment;
- (c) Personal injury or death.

Policies and certificates for insurance shall be delivered by the contractor to the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

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

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

**12. Queries about the Contract Data**

The GM (Tech), NHIDCL, New Delhi will clarify queries on the Contract Data.

**13. 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.

#### **14. 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.

#### **15. Safety**

The Contractor shall be responsible for the safety of all activities on the Site. The Contractor shall make necessary arrangement for safety of traffic as the road is in-service.

All the construction activities are to be performed on the Highways with heavy traffic. For the safety of road users, and that of Labourer working at site, traffic management installations are to be set up by the contractor in accordance with MORT&H clause no.112. A schematic figure / arrangement showing various components of traffic management installations should be submitted by the contractor to the engineer for his approval.

For the purpose of this contract, setting up and removal of traffic management installation shall be permissible for the time period as approved by the Engineer

#### **16. Possession of the Site**

The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

**17. Access to the Site**

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

**18. 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.

**19. Disputes**

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

**20. Procedure for Disputes**

The Dispute Review Expert shall give a decision in writing within 28 days of receipt of a notification of a dispute.

The Dispute Review Expert shall be paid daily at the rate specified by NHIDCL time to time together with reimbursable expenses of the types specified by NHIDCL and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Dispute Review Expert. Either party may give notice to the other to refer a decision of the Dispute Review Expert to an Arbitrator within 28 days of the Dispute Review Expert's written decision. If neither party refers the dispute to arbitration within the next 28 days, the Dispute Review Expert's decision will be final and binding.

The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

**21. Replacement of Dispute Review Expert**

Should the Dispute Review Expert resign or die, or should the Employer and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract, a new Dispute Review Expert will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 10 days, the Dispute Review Expert shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

**B. TIME CONTROL**

**22. Programme**

The work shall be executed as per followings schedule –

<b>Schedule</b>	<b>Duration</b>	<b>Expenditure</b>
Milestone-I	Within 10 days	40 % of contract value
Completion date	Within 15 days	100% of contract value

In event that the Contractor fails to achieve Milestone - I mentioned above within a period of 05 days from date Set forth for such Milestone, unless such failure occurs due to Authority fault, it shall pay damages in a sum calculated at the rate of Rs. 0.025% of Contract value rounded off to nearest thousand per day (Maximum limit is 5% of the contract price) until such Milestone is achieved.

Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme as per Clause 22.1 showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

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

The Engineer's approval of the Programme shall not alter the Contractor's obligations. The

Contractor may revise the Programme and submit it to the Engineer again at

any time. A revised Programme is to show the effect of Variations and Compensation Events.

**23. Extension of Completion Date**

The Engineer shall extend the Completion Date in case full justification exists, only after the approval of NHIDCL, if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost. No price variation will be payable during the extended period

The Engineer shall decide whether and by how much time to extend the Indented Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Indented Completion Date.

**C. Quality Control**

**24. 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.

**25. Tests**

The contractor shall be solely responsible for:

- a. Carrying out the mandatory tests prescribed in the specification of Ministry of Shipping, and
- 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.

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

It is the terms of contract that quality of repair and maintenance work shall be of very high standard, requiring no major repairs for at least 12 (Twelve) months after the date of completion of works.

If any defects including shrinkage, cracks, other faults appear in the work

within 12 (Twelve) months of "Taking over" certificate, the Engineer shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is for 12 (Twelve) months thereafter. The Defects Liability shall be extended for as long as defects remain to be corrected.

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 expense from any sums that may be due to the contractor.

**27. Uncorrected Defects**

If the Contractor has not corrected a Defect, 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, and the Contractor will pay this amount, on correction of the Defect.

**D. COST CONTROL**

**28. Variations**

The Engineer shall, having regard to the scope of the Works has power to order Variations he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

**29. 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.

If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

If the rate for Variation item cannot be determined in the manner specified in Clause 29.2 the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor and approval from NHIDCL will be taken. As far as possible, the rate analysis shall be based on

the standard data book and the current schedule of rates of the district public works division. The decision of the Employer on the rate so determined shall be final and binding on the Contractor.

### **30. 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 10 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 Compensation Events.

The Engineer / Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

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 as possible.

### **31. Payments**

Payment shall be adjusted for deduction for, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts Engineer had certified within 10 days of the date of each certificate by a designated office of the Project Director, NHIDCL. All payment shall be made in Indian Rupees.

The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.

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 covered by other rates and prices in the Contract.

No Payment shall be made by NHIDCL unless the Bank Guarantee (BG)

towards the Performance Security is verified. In case the BG received from the Contractor is later found to be fake, Authority shall not make any payment of the executed works.

**32. Tax**

**The rates quoted by the Contractor shall be considered inclusive of all taxes including GST.**

As per provision in Building and Other Construction Worker Welfare Cess Act, 1996, Employer will deduct Cess, as decided by the Government, by notification, from time to time, from contractor's running account bill.

**33. Security Deposit / Retention Money**

The Employer shall retain security deposit of **05 (five) percent** of the amount from each payment (bill), upto maximum 5% of the Contract Amount, due to the Contractor until Completion of the whole of the Works i.e. including Defect liability period of 12(Twelve) months.

The security deposit/retention money and the performance security aggregating to 10 (ten) percent of the Contract price 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.

**34. 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 over payment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall not be paid interest on the over payment calculated from the date of payment to the date of repayment.

**35. Payment terms :-**

1. On delivery of material at site 45% of the contract value on certification of the bill by the Engineer in charge.
2. On Pro rata basis completion of the items 35% of the contract value as per the running bills submitted & certified by the Engineer in charge.

3. On successful completion of the whole work, 15% of the contract value as per the final bills certified by the Engineer in charge.
4. Balance 5% to be held as Retention money for a Defects Liability Period of 12 months or releasable against the Performance Bank Guarantee as per the prescribed format from a Nationalized Bank valid for 12 months from the date of successful completion & handing over of the work.

**36. Securities**

The Performance Security equal to 05 (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 Appendix to ITB (Clause 33.2) by a scheduled commercial bank. **The Performance Security shall be valid until a date 28 days from the date of expiry of Defect Liability Period** and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

**E. Finishing the Contract**

**37. Completion**

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.

**38. Taking Over**

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

**39. Final Account**

The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 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.

#### **40. Termination**

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 20 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 reconstruction 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 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 26; If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause,  
“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. “Fraudulent Practice” 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.

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.

When either party to the contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 40.2 above, the Engineer shall decide whether the breach is fundamental or not.

#### **41. Payment upon Termination**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date

of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

#### **42. Property**

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

#### **F. Special Conditions of Contract**

#### **43. Labour**

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

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such 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.

#### **44. Compliance with Labour regulation**

During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, 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 passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to

cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/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 his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

#### **45. Drawings and Photographs of the Works**

The contractor shall do photography/video photography 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.

No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

#### **46. The Apprentices Act, 1961**

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

#### **Arbitration (GCC Clause 20.3)**

Any dispute in respect of which an amicable settlement has not been arrived at shall be finally settled by arbitration as set forth below. The arbitral tribunal shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute.

- (i) 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 shall be finally settled by arbitration in accordance with the Arbitration & Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 (three) 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 Appointing Authority as specified in the contract data to GCC.
- (ii) Neither party shall be limited in the proceedings before such tribunal to the

evidence or arguments before the other party /Independent Consultant.

- (iii) Arbitration may be commenced during or after the Contract period, provided that the obligations of the Employer and the Contractor shall not be altered by reason of the arbitration being conducted during the Contract Period.
- (iv) If one of the parties fails to appoint its arbitrator in pursuance of Sub-clause (i) above, within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Chairman of the Executive Committee of the Indian Road Congress, shall appoint the Arbitrator. A certified copy of the order of the Chairman of the Executive Committee of the Indian Road Congress making such an appointment shall be furnished to each of the parties.
- (v) Arbitration proceedings shall be held at Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (vi) The expenses incurred by each party in connection with the preparation, presentation etc of its proceedings shall be borne by each party itself.
- (vii) The fees and expenses payable to the Arbitrators shall be as per the schedule of remuneration and expenses for Arbitrators notified by NHAI vide letter 11041/217/2007-Admn dated 13 Jan 2010 reproduced herein below, or any amendment thereof:

<b>Sl. No</b>	<b>Particulars</b>	<b>Schedule Amount payable per Arbitrator / per cases</b>
1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs 4 lacs per case
		Or
		Rs 2.5 lacs (lump sum) subject to publishing the Award within 12 months. 12 months will be reckoned from the date of first hearing.

	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/-
	Others expenses (actual against bills subject to the prescribed ceiling) – applicable for the days of hearing only.	
5	Travelling expenses Lodging and Boarding	Economy class by air, first class AC by train, AC car by Road
		(i) Upto Rs 15,000/- per day (metro cities)
		(ii) Upto 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
Note	1. Lodging boarding and travelling expenses shall be allowed only for those members who are residing 100 Kms away from place of meeting.	
	2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro cities.	

**CONTRACT DATA TO GENERAL CONDITIONS OF CONTRACT**

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

The Employer is : **Managing Director, NHIDCL**  
Address : **PTI Building, 3<sup>rd</sup> Floor, 4, Parliament Street,  
New Delhi-110001 Ph. 011-23461600**  
: [www.NHIDCL.com](http://www.NHIDCL.com)

Name of Authorized Representative:-

Rajeev Sood  
General Manager (Technical)  
National Highway & Infrastructure Development Corporation Ltd.  
PTI Building, 3<sup>rd</sup> Floor,  
4, Parliament Street,  
New Delhi-110001  
Ph. 011-23461621

Clause Reference [Cl.1.1]

2. The Engineer is: To be intimated later [Cl.1.1]
3. The Intended Completion Date for this package is **15 days** from date of Commencement of work .
4. The location of Site is given in the Bid notice (Section- I) [Cl.1.1]
5. The Start Date shall be reckoned with immediate effect from the date of issue of the Notice to Proceed with the work. [Cl.1.1]
6. (a) The name and identification number of the Contract is given in the Table given in NIT [Cl.1.1]
7. (a) The law which applies to the Contract is the Law of Union of India. [Cl.3.1]  
(b) The language of the Contract documents is English [Cl.3.1]
8. Technical Personnel are as given in the ITB (SECTION II) [Cl. 7.1]
9. Amount of Insurance are:
  - (a) Rupees equivalent to Contract Price
  - (b) Rupees equivalent to 5% of Contract Price
  - (c) Rupees 20 lakhs for multiple Incidents[Cl. 11.1]
10. (a) Amount of liquidated damages for Delay in completion of works

0.1 percent of the Contract value rounded off to the nearest thousand, per day with the Minimum of Rs.1000/- per day

(b) Maximum limit of liquidated damages for delay in completion of work:

- 10 per cent of the Contract Price rounded off to the nearest thousand [Cl.34.1]
11. The following documents also form part of the contract:  
Addendum/corrigendum/ any clarification to the bid documents [Cl.2.2]
12. Fees and types of reimbursable expenses to be paid to the  
Dispute Review Expert (To be intimated later) [Cl.20.2]
- Delete [Cl.21.1]
13. The period of submission of the programme for approval of Engineer shall be 07 days from  
the issue of Letter of Acceptance [Cl.22.2]
14. The period between programme updates shall be 7 days [Cl.22.4]
15. The amount to be withheld for later submission of an updated Programme shall be Rs.1.0  
lakh [Cl.22.4]
16. Appointing Authority for the Arbitrator/Presiding Arbitrator –Managing Director, **National  
Highways and Infrastructure Development Corporation Ltd** [Cl. 47.1]

**(SECTION-VI) TECHNICAL SPECIFICATIONS**

**The Technical Specifications will be as per BoQ**

## **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 project work.
4. 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, if any.
5. Any damage done by the contractor to any existing work shall be made good by him at his own cost.
6. 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 this account.
7. For completing the work in time, the contractor might be required to work in two or more shifts including night shifts and no claim whatsoever shall be entertained on this account notwithstanding the facts that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provision of the law regulation and the agreement entered upon and/or extra amount for any other reason.
8. The contractor shall make his own arrangements for obtaining electric connection(s) as required and make necessary payment directly to the department concerned. The Department will however make all reasonable recommendations to the authority concerned in this regard.
9. The contractor or his authorized representative should always be available at the site of work to take instructions from Engineer or his authorized representative and ensure proper execution of work(s) or work should not be done in the absence of such authorized representative.
10. The structural and other drawings for the work, shall at all times, be properly corrected before executing the work.
11. The contractor shall maintain in good condition all works executed till the completion of the entire work allotted to the contractor.
12. The malba/garbage, removed from the site shall be disposed off by the contractor at any suitable place as directed by the Engineer.
13. All work and materials brought and left upon the ground by the contractor or by his order for the purpose of forming part of the works are to be considered to be the property of the NHIDCL and the same are not to be removed or taken away by the contractor or any other person without special license and consent in writing of the Engineer/NHIDCL but the NHIDCL is not be in any way responsible for any loss or damaged which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.

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. The nature of work is such that contractor may have to carry out a part of work announced not less than Rs.50,000 (Fifty Thousand) or full work on short notice of 48 hours from Engineer in writing on site order book or through special messenger. Failure to comply with the instruction or delay in taking up the work as per schedule issued by the Engineer shall attract penalty clause as mentioned in the agreement. In addition a fine of Rs.1000/- per day for each day of default shall be recovered from contractor and decision of Engineer shall be final, binding and not open to arbitration.
18. Existing drains, pipes, cables, overhead wires, sewer lines, water line and similar services encountered in the course of the execution of the work shall be protected against the damages by the contractor. The contractors shall not store material or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
19. The contractor will not have any claim in case of any delay by the Engineer in removal of trees or shifting, removing of telegraph, telephone or electric lines (overhead and underground), water and sewer lines and other structure etc. if any, which may come in the way of the work. However, suitable extension of time can be granted to cover such delay.
20. 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 Regional Officer-NHIDCL 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 of (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.
21. 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.

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