



Ministry of Road Transport & Highways, (Govt. of India)

National Competitive Bidding (NCB)

REQUEST FOR PROPOSAL

(Through CPP Portal)

For

“Request for Proposal (RFP) for Procurement of 6 Sets of 140 Feet Standard Width (SW)

DDR

Bailey Bridges with Steel Decking of 40 Ton Load Capacity”

November, 2020

National Highways & Infrastructure Development Corporation Ltd

To

Dear Sir,

Request for Proposal (RFP) for Procurement of 6 Sets of 140 Feet Standard Width (SW) DDR Bailey Bridges with Steel Decking of 40 Ton Load Capacity

1. The National Highways & Infrastructure Development Corporation Limited (NHIDCL) represented by Managing Director (the “Authority”) is engaged in the development of National Highways and as part of this endeavour, the Authority intends to procure 6 Sets of 140 Feet DDR SW Bailey Bridges with Steel Decking of 40 Ton Load Capacity. This online Request for Proposal (RFP) consists of four parts as indicated below:-
 - (a) **Part I.** The first part consists of the general requirement of the 140 Feet DDR SW Bailey Bridges with Steel Decking of 40 Ton Load Capacity, the numbers required, the time frame for deliveries, earnest money deposit required, mandatory documents to be submitted, the environmental parameters for functioning, conditions of usage and maintenance, and warranty/guarantee conditions, etc. It includes procedure and last date and time for submission of offers. For Details refer **Appendix ‘A’**.
 - (b) **Part II.** The second part of the RFP incorporates the aspects of technical requirements of the Technical (T) Bid describing the technical parameters of the proposed 140 Feet DDR SW Bailey Bridges with Steel Decking of 40 Ton Load Capacity. The operational characteristics and features that should be met by the 140 Feet DDR SW Bailey Bridges with Steel Decking of 40 Ton Load Capacity are elucidated in **Appendix ‘B’**. NHIDCL reserves the right to conduct limited ‘No Cost No Commitment’ basis performance trials
 - (c) **Part III.** The third part of the RFP consists of the commercial (Q) bid clauses of procurement, payment terms, performance cum warranty guarantee & services to be performed by the supplier. It includes Standard clauses of contract along with special contractual conditions. The bidders are required to give confirmation of their acceptance of these clauses. For Details refer **Appendix ‘C’**.
 - (d) **Part IV.** The fourth part of RFP consists of criteria for evaluation and acceptance of bids, both in terms of technical and Financial contents. Submission of incomplete format in Price bid format will render the offer liable for rejection. For Details refer **Appendix ‘D’**.
2. The NHIDCL invites online responses at <https://eprocure.gov.in/eprocure/app>, to this request on a ‘Single Stage- Two Bid System’ from Original Equipment Manufacturers (OEM) or Authorised Vendors or Government Sponsored Export Agencies or any other firm dealing with Supply of Stores and registered with any department of Govt of India.

3 **Filling Up of 'Remarks Column' in the Appendix 'B'**. All the bids should be submitted online at <https://eprocure.gov.in/eprocure/app>. Each of the clauses in the **Appendix 'B'** of the tender document has been provided with 'Remarks' columns. These have to be appropriately filled in and uploaded by the Seller as under:-

(a) Bidder must mention the relevant data parameters / specifications / dimensions of the offered 140 Feet DDR SW Bailey Bridges with Steel Decking of 40 Ton Load Capacity against each of the relevant clause to enable Buyer to evaluate the offered 140 Feet DDR SW Bailey Bridges with Steel Decking of 40 Ton Load Capacity.

(b) Appropriate documents/extracts / literature should be uploaded along with the relevant bids in support of the data filled in the remarks column and these must be serially numbered with the relevant enclosure numbers mentioned against the clause to which it pertains to, for easy identification / verification / evaluation.

4 **Signing of this RFP/ Tender Documents**-. Each page of the **Appendix 'B'** of this RFP as well as Detachable compliance Table as per **Annexure I** of the Bid/Tender Documents along with all enclosures should be signed and duly stamped by the legal owner of the firm or by his legally authorized signatory, before each page is scanned and uploaded.

5 **Tender Conditions Acceptance Certificate**. The bidder shall certify for acceptance of all the tender conditions of the online RFP and furnish a certificate as per **Annexure II** enclosed. The certificate duly signed shall be scanned and uploaded. In case of any deviations, the bid shall be rejected. If the certificate is signed by legally authorised signatory, a copy of the authorization letter be enclosed/ uploaded.

6 **Details of Representative of the Bidder**. Bidder is requested to submit the details of representatives of the firm dealing with the tender and after sales service dealership network in India while submitting the tender document along with their telephone and mobile numbers, Fax and Email ID (representative) and Email ID of firm.

7. **Conditional Bids will not be accepted.**

8. This tender document comprises of **51 Pages** serially numbered from **01 to 51**. The details of various Appendices and Annexure are as under:-

Ser No	Description	Appendix/ Annexure No	Page No
(a)	Part I: General Requirements.	Appendix 'A'	4
(b)	Part II: Technical Parameters.	Appendix 'B'	10
(c)	Part III: Commercial aspects	Appendix 'C'	14
(d)	Part IV: Evaluation and Acceptance Criteria	Appendix 'D'	19
(e)	Detachable compliance table	Annexure I	21
(f)	Letter of Acceptance of Tender Conditions	Annexure II	22
(g)	Instructions to bidders for Online submission	Annexure III	23
(h)	Format of EMD	Annexure IV	25
(l)	General Conditions of Contract (GCC).	Annexure V	26

(j)	Special Conditions of Contract (SCC).	Annexure-VI	31
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(p)	Option Clause	Annexure XII	39
(q)	List of Bailey Bridge Drgs	Annexure XIII	40 to 44
(r)	Format for Compliance certificate on Procurement Orders of Ministry of Finance, Department of Expenditure , Public Procurement Division	Annexure XIV	45
(s)	Integrity Agreement	Annexure XV	46 to 52
(t)	Delivery Schedule	Annexure XVI	53
(u)	List of Components	Annexure XVII	54

9. The Bids must be submitted online at CPP Portal at <https://eprocure.gov.in/eprocure/app>

10. Bidders are requested to go through the "**Instructions to bidders**" for online submission attached at **Annexure III**. If the last date of submission and opening falls on a government holiday then the next working day shall be considered the last day. In such a case the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline.

(_____)

for NHIDCL

Appendix 'A'
(Refers to Para 1(a) of RFP)

PART I: GENERAL REQUIREMENTS

1. DATA SHEET

Item	Date	Time
Published Date	17 th Nov 2020	1200 Hrs
Bid Document Download	17 th Nov 2020	1300 Hrs
Clarification Start Date	20 th Nov 2020	1400 Hrs
Pre bid meeting	27 th Nov 2020	1500 Hrs
Bid Submission Start Date and Time	9 th Dec 2020	1500 Hrs
Clarification End Date	1 th Dec 2020	1700 Hrs
Bid Submission End Date and Time	17 th Dec 2020	1100 Hrs
Bid Opening Date and Time	18 th Dec 2020	1100 Hrs

2. **Earnest Money Deposit.**

The Bidder is required to deposit Rs. _____ in INR as EMD in the form of **Fixed Deposit Receipt/Bank Guarantee from any of the commercial banks to be valid for 45 days beyond the bid validity**, in favour of _____. Format for EMD in the form of Bank Guarantee is given at **Annexure IV** (offline) to _____. Refer Para 14 for postal address and contact details.

EMD _____ of Rs _____
(Rupees _____
only) submitted in the form of _____ issued by
_____ dated _____ in favor of NHIDCL
(HQ), New Delhi.

(OR)

Relevant Document for exemption of EMD issued by
_____ valid upto _____
is enclosed.

EMD's of the unsuccessful Bidders shall be returned to them at the earliest after expiry of the bid validity and latest on or before the 30th day after the award of the contract.

Note:

- (a) Scanned copy of the Fixed Deposit Receipt/Bank Guarantee needs to be uploaded **in pdf format** along with the bid.
- (b) The original Fixed Deposit Receipt/Bank Guarantee needs to be submitted directly to the office of NHIDCL before opening date of T-bid on the following address:

A . K. Jha
General Manager/Tech
National Highways & Infrastructure Development Corporation Ltd. Third Floor,
PTI Building, 4 Sansad Marg.
New Delhi-110001
Phone : +91-11-23461654
e-mail : (gmnagaland.nhidcl@gmail.com)

3. MANDATORY DOCUMENTS TO BE SUBMITTED BY THE BIDDER (The English translated copies to be enclosed where the original documents are in foreign language):-

- (a) Registration certificate of the firm with CQA (EE)/DGQA as manufacturer of Bailey Bridges.
- (b) Copies of Registration Certificate and latest GST Certificate/GST Challans of the latest Financial Year.
- (c) Bank Solvency Certificate issued by Bank in which the Bidder has got its account, clearly specifying the maximum Bank Guarantee limit, over draft limit etc.
- (d) The Bidder must have minimum average annual turnover of at least **Rs. 3 Crore** INR. The audited Balance Sheet duly audited by Chartered Accountant for previous two years mentioning Annual Turnover be submitted. **UDIN (Unique Document Identification Number) duly verified by CA, Final Account, Profit & Loss Account, Balance Sheet working capital, actual wealth of company is also to be submitted.**
- (e) The bidder should submit a Certificate from a Govt. Organisation/ PSU that they have successfully supplied 5 Nos. Bailey Bridge of minimum 100 ft length to them in the last 5 years.
- (f) The bidder's capacity to fabricate and supply of Bailey Bridges should have been assessed and been approved/Registered by CQA(EE)/DGQA.
- (g) The Bidder should not owe any amount to the Government in the past. Accordingly, Self-certification by the Bidder that there are no Government dues outstanding against them to be submitted.
- (h) Bidder should certify that he has not had more than three unsuccessful arbitration / court cases during the last five years in which his views / claims have been substantially rejected.
- (i) The Bidder should not be found to be blacklisted by any of the government Organizations / PSUs / Autonomous bodies. An undertaking by the Bidder to be enclosed in this respect.
- (j) The Bidder shall submit a compliance certificate on Procurement Orders & its Annexure dated 23 Jul 2020 and its subsequent Procurement Orders 2 and 3 dated 23 and 24 Jul 2020 of Ministry of Finance Department of Expenditure , Public Procurement Division vide their File No 06 / 18 / 2019 - PPD regarding Insertion of Rule 144 (xi) in the GFR 2017. Certificate enclosed as Annexure 'XIV'
- (k) Goods & Service Tax(GST) Tax (GST) shall be paid to the Contractor along with the stage payment at prevailing rate, however, the Contractor has to submit the proof of deposited GST against their work to the Govt. at the time of submitting next stage payment request failing which the earlier paid GST will be deducted

- (l) A Bidder is required to submit, along with its BID, the cost of BID/RFP document Rs.11,800 (inclusive of GST @18%) through RTGS/NEFT/other online mode to the NHIDCL's account, as given below:

	Particulars	Details
1.	Name of Beneficiary	MD-NHIDCL
A 2.	Beneficiary Bank Account No.	90621010002610
c o 3. p	Beneficiary Bank Branch Name and Address	Canara Bank (erstwhile Syndicate Bank), Transport Bhawan, 1st Parliament Street, NewDelhi110001
y 4.	Beneficiary Bank Branch IFSC	SYNB0009062
o f 5.	SWIFT Code (For Foreign Bidders)	SYNBINBB126

A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted along with bid.

4. **General Description of Equipment.** As per **Appendix 'B'**.

5. **Numbers Required.** As mentioned in Para 1 of **Appendix 'B'** is proposed to be procured.

6. **Environmental Parameters.** 140 feet DDR SW Bailey Bridges with Steel Decking of 40 Ton load capacity should meet all the statutory and applicable standards in force at the time of supply to protect the environment, as well as, the workers from its hazardous emissions.

7. **Year of Production.** Supplies should be of latest manufacture, conform to the current production standard and should have 100% of the defined life at the time of delivery. Deviations if any should be clearly brought out by the vendor in the Technical Proposal. The Year of Manufacture will be Embossed on each component in such a way and at such a place so that it is clearly visible and the same will be checked during PDI.

8. **Delivery Schedule.** The delivery of goods shall be completed within **120 days** from the date of Signing of Contract. The delivery shall be at the consignee locations (**Annexure XI refers**) and Schedules. (**Annexure XVI refers**).

9. **Warranty.** The 140 feet DDR SW Bailey Bridges with Steel Decking of 40 Ton load capacity shall carry a warranty of **Two (02) Years** from the date of delivery.

(a) The Seller warrants that the goods supplied under this contract conform to technical specifications prescribed and shall perform according to the parameters/Technical Specifications set out by the Registering Agency/

inspecting agency.

(b) The Seller warrants that the goods supplied under this contract and each component used in the manufacture thereof, shall be free from all types of defects / failures.

(c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, maximum within 30 days of notification of such defect received by the Seller, provided that the goods are maintained by the Buyer. Warranty of the BB Components would be extended by such duration.

10. **Product Support.** The vendor would be bound by a condition in the contract that he is in a position to supply product support in terms of maintenance, materials and spares for a minimum period of **Fifteen (15) years**. Even after the said mandatory period, the vendor would be bound to give at least two years notice to the BUYER prior to closing the production line so as to enable the BUYER to purchase the required items as decided by BUYER. The said aspect would also form an integral part of the contract. All upgrades and modifications carried out on the equipment during the next **Three (03) years** must be intimated to the BUYER.

11. **Government Regulations.** It may also be confirmed that there are no Government restrictions or limitations in the country of the supplier or countries from which subcomponents are being procured and/or for the export of any part of the system being supplied.

12. **Literature.** The following literatures will be supplied with each set :-

(a) Literature pertaining to the Construction and launching of Bailey Bridges with Steel Decking for various load capacities.

(b) Details of erection tools required for launching & delaunching of Bailey Bridges

Note In the interest of both, the Buyer and the Seller, the literature will be **in English**.

13. **Patent Rights.** The vendor has to confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in their respective countries.

14. **Clarification on Bid Documents.** Bidder requiring any clarifications to this RFP shall notify to the Buyer in writing who will respond (in writing, offline) to the clarifications sought not later than **fourteen (14) days** prior to the date of opening of the tenders. Copies of the queries raised and clarification(s) furnished by the Buyer shall be made public by placing on the website. The address and contact numbers for seeking clarifications regarding this RFP are given below:-

(a) Queries to be addressed to : **A.K. Jha (GM (T))**

(b) Postal address for sending the Queries :

NHIDCL, Third Floor, PTI Building, 4 Sansad Marg, New Delhi-110001

(c) Telephone numbers of the contact : **+91-11-23461654**

(d) E-mail ID of contact personnel : **gm Nagaland.nhidcl@gmail.com**

15. **Pre-Bid Meeting**. A pre-bid meeting will be held at third floor of NHIDCL (HQ), New Delhi conference room **as per date and time mentioned in Data Sheet** to answer any queries or clarify doubts regarding submission of proposals. The vendor or his authorised representative is requested to attend.

16. **Amendment to Bid Documents**. At any time prior to the date of submission of bids, the Buyer may, at his own initiative or in response to a clarification requested by any Bidder, may modify bid documents by amendments. The amendments shall be made public by placing on the website. In order to afford Bidders a reasonable time to take the amendment into account while preparing their bids, the Buyer may, at his discretion, extend the deadline for submission of bids, on account of any amendment that may have been made to the bid document and the revised date(s) shall also be placed on the website.

17. **Late Bids**. After the deadline for submission of bids, no bid will be accepted.

18. Any bid received by the Buyer, **only** in offline/ physical mode shall not be accepted.

19. **Modification & Withdrawal of Bids**.

(a) The Bidder may modify (resubmit) his bid after submission, as per the provisions available of the portal. Bid cannot be modified after the deadline for submission of bids.

(b) If bidder desires to withdraw before bid submission closing date/time, he may do so online in the portal and offline EMD would be refunded. Once withdrawn online, he will not be able to participate again in this tender.

(c) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity. Withdrawal of a bid during this period will result in forfeiture of Bidder's Bid Security/ EMD.

20. **Receipt of Bids**. Both the '**Technical (T) Bid**' and the '**Financial (Q) Bid**' shall be uploaded at one stage at relevant places in the **Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>)**, before due date and time.

(a) **Rar folder I** : **Technical (T) Bid**, (also see Para 25 below).

(b) **Xls folder II** : **Financial (Q) Bid**. (See Para 25 below)

21. '**T**' Bid as well as '**Q**' Bid shall **NOT repeat NOT be submitted in physical form (hard copy) and shall be only uploaded at the relevant place of the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>)**.

The Postal address of the General Manager is:-

Name : A. K. Jha

Designation : General Manager (Tech)

Address : 3rd floor, PTI Building, 4-Parliament Street, New Delhi.

Phone : +91-11-23461654

e-mail : (gmnagaland.nhidcl@gmail.com)

22. **Opening of Bids**. The Technical (T) Bids shall be opened online as per critical date sheet mentioned in this tender document. **The evaluation of T-Bid will be carried out off-line and the results of the evaluation will be uploaded on the**

Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

23. The Financial (Q) Bids of only those Bidders shall be opened, whose T-bids meet all the stipulated (Technical) requirements. The date of opening will be intimated to the Bidders through **Central Public Procurement Portal** (<https://eprocure.gov.in/eprocure/app>).

24. The Technical Offer will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the firm meet all the criterion as stipulated in RFP and the offered equipment meets all the essential parameters as elaborated subsequently in this RFP at **Appendix 'B'**.

25. For an equipment to be introduced in service, it is mandatory that it successfully clears all tests/ trials/evaluations. The trial evaluation process comprises of the following phases:-

- (a) Technical Evaluation by TEC.
- (b) Approval of TEC by Competent Authority.

Appendix 'B'
(Refers to Para 1 (b) of RFP)

PART II: TECHNICAL PARAMETERS FOR BAILEY BRIDGES WITH STEEL DECKING OF 140 FEET DDR SW 40 TON LOAD CAPACITY

General

1. **Numbers Required** : Bailey Bridges with Steel Decking of 140 Feet DDR SW 40 Ton Load Capacity are as under :-

No	Description	Load Class	Transom per Bay	A/U	Qty
(a)	140 Ft Double Truss Double Storey Reinforced (DDR) BB with Steel Decking units of Standard Width (SW)	40 R	4	Set	6

Note: (i) Components List for above BB Sets shall be submitted by the Bidders as per CQA (EE) Drawing and specification attached as Annexure XIII.

(ii) Complete Set delivery of goods should be ensured by the Seller.

2. **Related Drawings & Specification**

(a) The stores will be fabricated as per mentioned reference of drawing. All the components of Bailey Bridge must be in conformity with updated drawings of CQA (EE). If drawing of any particular component is/are not available with CQA (EE), then prevalent and scientifically proven trust worthy drawing of the manufacturer are also acceptable subject to the compatibility of the Bridge.

(b) All items shall conform to dimensions, materials and construction as per **CQA (EE) drawings and specification except decking and transoms.**

If the firm has not yet validated their drawings of components/equipments, the following undertaking will be provided by the manufacturer :-

" for its safe and durable function as DGQA/OPA has not witnessed any Decking System of Bridging Sets is a proven design supplied over the years to DGBR/E-in-C's Branch vide supply orders,(mention S/O No & Dt) we undertake complete responsibility validation trials of Decking System of Bridging Sets which are presently being supplied."

(c) Care shall be taken to ensure the straightness of the decking Units, being long in length, to achieve interchangeability in the field while laying the bridge. The Chequered Plates of Steel Decking shall be minimum thickness of 6 mm.

3. **Materials :-**

- (a) Specified Steel must be BIS certified.
- (b) Steel shall not be sourced from the producers who in any way are connected with manufacturing of steel through recycling of the steel scrap. **Certificate to that effect would be enclosed.**

4. Materials Test Certificate of the material from the **NABL Accredited Laboratory** shall be obtained by the firm and shall be submitted to the Inspection Agency for Physical and Chemical property of materials used in the manufacturing of the components.

5. The firm will provide all the relevant Test Certificate of raw material used for fabrication of the stores to the Inspecting Agency. The Test Report will be obtained from NABL Accredited Laboratory. If required, the **Inspecting Agency** concerned may draw samples of materials and test actually in conformity with specification. In such cases, the cost of testing shall be borne by the manufacturer/seller.

Construction/Fabrication

6. No unspecified material shall be incorporated in the work without the prior approval of the Buyer.

Jigs and Fixtures

7. For maintaining of critical dimensions and 100% interchangeability, manufacturer may use jigs and fixtures according to his design.

8. Manufacturer shall resort to do welding after putting the job in fixture to avoid distortion. He may also resort to staggered welding technique to defuse the effect of heat due to welding. Ensuring correctness of dimensions of components remains the responsibility of the seller.

Dimensions and Tolerance

9. Dimensions shall be as per the **CQA (EE) drawings and specifications attached as Annexure XIII.** The tolerance shall be as per IS -2102 Medium Grade, wherever not specified in drawing.

Workmanship, Preservation & Finish

10. **Workmanship**

- (a) Items manufactured shall have satisfactory workmanship. They shall be free from burrs, and all sharp edges are rounded off for ease of handling.
- (b) Welding shall be uniform and free from defects.
- (c) Decking components shall be free from distortion and bends.
- (d) Straightness of decking shall be ensured to achieve interchangeability in the field while laying the bridge.

11. **Finish**

- (a) Pre treatment of all the components shall be done with etch primer to IS : 5666 after cleaning of metal surfaces as per clause 6 of IS : 1477 (PART II)
- (b) Components shall be painted all over by Red Oxide Zinc Chrome primer conforming to IS: 2074 followed by two coats of Paint Olive Green. (Shade No 278) conforming to IS: 13607 after thorough cleaning as per clause 6.2 of IS: 1477 (Part II). **The same will be self certified by the supplier and to be check by the PDITeam.**

Pre-Inspection By Manufacturer

12. Sellers must satisfy themselves that the components manufactured are in accordance with the supply order, and fully conforming to the CQAE (EE), Pune specification and drawing.

13. Sellers shall carry out thorough pre-inspection of each No/Lot/ Batch before offering the same for inspection to Inspecting Officer.

14. Sellers shall submit all inspection reports while tendering the stores to Inspecting Officer for bulk QA check.

Quality Assurance Check

15. On placement of supply order, the firm shall submit two sets of Fabrication Drawings to NHIDCL (HQ) New Delhi. The Sellers shall also arrange to provide test specimens conforming to IS : 1608 for tensile testing in sufficient quantities to check the chemical and mechanical properties to the Inspecting Agency.

16. The sample from the components supplied may be subjected to destructive testing at random, at the discretion of the BUYER, hence may not form part of bulk supplies **and from part of inspection report of the Inspecting Agency. The report will be checked by the PDI.**

17. The Sellers shall also submit pre-inspection report to the Inspecting Agency during Inspection. The pre-inspection report shall include material test reports and dimensional checks also.

18. Bailey Bridge shall be accepted based on the Self Certification of the firm for safety as well as quality. However, buyer may detail a Board of Officers of NHIDCL to visit the firms' factory premises before dispatch of consignment for inspection of quality certification of the material used for fabrication of Bailey Bridge by NABL accredited laboratories and their source of procurement to ensure quality **and may asked for undertaking test. The cost of which shall be borne by the seller.**

Quality Assurance Check : Bulk Supplies

19. **Bulk Supplies/Production:** The Quality Assurance check for bulk shall be performed/conducted by the Inspecting Agency at Sellers's premises.

20. **Pre-Inspection Report of Sellers's on Bulk Supplies.**

(a) It is mandatory on part of Sellers that before tendering the bulk store for quality assurance inspection, he shall carryout a thorough pre-inspection of each lot/delivery to ensure that the stores offered for inspection fully conforms to this specification and drawing in every respect.

(b) A certificate and detailed report to this effect on approval check sheet which will include material test results/certificates, dimensional details, assembly test details etc as stipulated in the specification and drawing shall be submitted by the Sellers while tendering the bulk stores for inspection.

(b) If pre-inspection of lot as required has not been carried out by the Sellers or the pre-inspection report is not submitted, the Quality Assurance check/inspection will not be undertaken and inspection call letter will be disposed off.

Quality Assurance Acceptance Inspection of Bulk Supplies.

21. If the Seller's pre-inspection report is found satisfactory, the bulk production quality assurance checks (inspection) shall be undertaken and carried out strictly as per the drawings and technical specification of the Stores.

Test Facilities

22. The Sellers shall provide all test facilities free of cost for carrying out the tests. The facilities for following checks however shall be provided in house by manufacturer to enable smooth conduct of QA Check by inspection staff.

- (a) Dimensional checks.
- (b) Die penetration checks for weld joints.
- (c) Hardness tests

Identification

23. All the major components of the **Bailey Bridges Steel Decking Sets of 140 feet DDR SW for 40 Ton load capacity** such as Panels, Transoms and steel decking etc shall be permanently stamped/punched/engraved/embossed at suitable place with the following information :-

- (a) Part No of the Item.
- (b) Manufacturer's Name/Trade mark
- (c) Month and Year of manufacturing

Packing & Marking

24. The components shall be dispatched taking care to withstand the handling during transit by rail/transportation hazard. Lifting hooks shall be provided for each consignment separately. Packing note shall be supplied with the stores with following information :

Nomenclature

- (a) S/O No & Date
- (b) Consignee
- (c) Set No
- (d) Qty
- (e) Gross weight

25. **Paint:** The components shall be supplied duly painted in Olive Green Colour as per CQA (EE) Specifications.

Welding

26. Welding of components/parts, wherever done shall be neat, clean and free from any defects as per drawings/specification and each component should pass through the test according to CQAE specifications and standards on the respective Stores. The components as welded shall be capable of withstanding the vibration/load due to the move of traffic. Welding quality, method and process shall conform to CQA (EE) specification on the respective Stores.

27. If required, field evaluation trial on No Cost No Commitment (NCNC) basis may be asked by the buyer.

Product Support

28. The Seller will Guarantee the shelf life of 15 (Fifteen) Years and the same will be embossed on Transoms and Bailey Panels.

Appendix 'C'
(Refers to Para 1 (c) of RFP)

PART - III: FINANCIAL ASPECTS

Financial Offer

1. Financial offers will be opened only of the vendors whose equipment is short-listed, after technical trials (if applicable) and evaluation by TEC. The Financial Offer must be firm and fixed and **should be valid for at least Six months from the date of submission of offer.**
2. The financial bids shall be opened online by a committee nominated to do so using their digital signatures and if supplier desires he may depute his representative, duly authorized in writing, to be present at the time of online opening of the offers.
3. The Financial Bids will be evaluated as per criteria indicated in the bid documents.
4. **Payment Terms.** The bidder is required to clearly accept the "Payment Terms" given in the succeeding paragraphs.
5. **Conditions of Contract.** The NHIDCL desires that all actions regarding procurement of any equipment are totally transparent and carried out as per established procedures. The bidder is required to accept the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC). The text of these conditions is enclosed as **Annexure V** and **Annexure VI**, respectively.
6. **Proforma for Financial Bid.** The proforma for quoting the rates is attached as **Annexure-VII**. (Bidders are to quote for transportation charges also.)
7. Deleted.

PAYMENT TERMS

8. Payment terms

(a) **Terms for Delivery** - The delivery shall be at the consignee's locations. Transportation costs to be quoted separately and for each of the possible destinations indicated at **Annexure- XI**.

(b) **Currency of Payment** - Bidders should submit their bids in Indian rupees only.

(c) **Payment Mode**- Payment will be made to the Seller only through ECS to avoid delay in payment and no cheque will be issued. Format of NEFT / RTGS mandate form is given in Annexure VIII.

(d) **Paying Authority: HQNHIDCL**

(e) The payment will be made on production of requisite documents provided the Performance-cum-WarrantyBond has been received.

9. (a) **Initial payment. 85%** payment of the basic cost plus 100% taxes, duties, transportation charges shall be paid on receipt of stores to the consignee and on production of an inspection note (Inspection Note No. 1) issued by the buyer designated inspection agency. Number and date of the Railway/Road/Air Transport receipt under which the goods charge for in the bill are dispatched by rail/road/Air, and the number and date of letter with which such receipt is forwarded to the consignee, should be quoted on the bill. The payment will be made by HQ NHIDCL on submission of following documents :-

- (i) Ink-signed copy of Seller's bill.
- (ii) Ink-signed copy of Financial invoice.
- (iii) The relevant Transport Bill.
- (iv) Inspection Acceptance Certificate (Inspection Note No.1) of Buyer's QA agency by the consignee & signed by authorised signatory.
- (v) Packing List.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment, as applicable.
- (vii) Exemption certificate for taxes / duties, if applicable.
- (viii) Copy of Performance-cum-Warranty Guarantee Bond.

(b) All statutory Taxes, Duties and Levies payable during the Original Delivery Period will only be reimbursable.

(d) Where the Delivery period is extended at the request of the Seller, any increase in Taxes Duties/ Levies after the original Delivery Period will not be admitted for payment. However, reduction in Taxes / Duties during the extended Delivery period will be passed on to the Buyer by the Seller.

10. **Balance Payment**

(a) The remaining **15%** of the Basic Price shall be paid within 06 months from receipt of the complete stores of the **140 feet DDR SW Bailey Bridges with Steel Decking of 40 Ton load capacity** in good condition in accordance with the terms and condition of the contract, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract.

(b) The following document will be required for payment.

- (i) Inspection Note copy No 2 and 5 duly endorsed by the consignee.
- (ii) CRV duly credit verified by the PMU. A copy of CRV in original duly verified will be handed over to the firm's representative by concerned PMU along with copy No. 2 and 5 of the inspection note as stated above within 30 days of delivery to the consignee.
- (iii) Contractor's Bill (IAFA-68 revised) in quadruplicate.
- (iv) Copy of Performance-cum-Warranty Guarantee Bond.

(c) The contractor shall be required to submit the bills in duplicate to the paying authority through soft copy as well as hard copy. After disbursement of the payment one set of bills shall be forwarded by the paying authority to the consignee specified in the contract. The said consignee shall be responsible for confirming to the paying authority in writing within 45 days of the issue of the duplicate sets of bills by contractor that the railway receipt as well as the stores have been received failing which the responsibility in case of any fraudulent claims will be that of the consignee.

11. **Payment of taxes and duties** – Payment of taxes, duties and statutory levies will be made on submission of requisite documentary proof to Paying authority.

12. **Permissible Time Frame for Submission of Bills** *“To Claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within 90 days from the date delivery of that particular stores (in case of Initial Payment) and within 90 days after completion of all contractual obligations for balance payment like commissioning, erection/installation of equipment, where applicable.*

13. **Withholding of Payment**: This clause authorises Buyer to withhold payment till end when seller fails in its contractual obligation. The standard text of this clause is as under: “In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/ goods and conduct trials, installation/ Commissioning of equipment, training, etc, as specified in the Contract, the Buyer may at his discretion, withhold any payment until the completion of the Contract”.

Performance Guarantee:

14. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value including all taxes/duties within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Annexure- IX

15. **Indemnity Bond.** PSUs are required to furnish Indemnity Bond in lieu of Performance-cum-Warranty Guarantee Bond. Format for Indemnity Bond is given at **Annexure- X**

16. **INSPECTION**

(a) **QA Authority** : DGQA/CQA(EE) Pune.

(c) **QA Officer / Agent** : SQAE(EE) Kolkata

(c) **Pre-Inspection by the Seller:** The Seller shall carry out initial inspection prior to rendering the equipment for inspection of the inspecting officer, and a copy of the same shall be attached with the challans/ call letters to the nominated Inspection Officer/ Agent undertaking the inspection. The stores shall be rendered for inspection sufficiently ahead of stipulated delivery period to avoid delay in inspection / release of Inspection Note / of stores.

(d) **Notice for Inspection:** It should be understood that a notice of minimum **two Weeks** is required to be given to Inspecting Authority and Inspection Officer. It should also be understood that getting the equipment inspected is the sole responsibility of the Seller. Any delay in getting the equipment inspected / other formalities completed will be to the Seller's account. However, if the Buyer is satisfied that there is any delay beyond the period of 15 days after the date of inspection by Inspecting Authority, he may agree for rebate in delivery period on this account without Liquidated Damages.

(e) Sub-ordered components / sub-assemblies shall also be inspected by Inspection Officer / Agent before being used in main equipment. Copies of sub-orders in duplicate shall be provided in advance for undertaking inspection. However, inspecting authority may decide on this requirement in case of assembly line product.

(f) The Seller shall submit / furnish pre-inspection reports and test certificates for all bought out items (components / materials / sub-assemblies) along with their challans to the Inspection Officer / Agent.

(g) **Pre-Despatch Inspection (PDI).** Notwithstanding any stage inspections that the NHIDCL may carry out, the equipment complete in all respects shall be inspected by the Inspection Agency at the firm's premises for its completeness, quality and conformity with contracted specifications in AT. An Inspection Note accordingly will be prepared and signed by the Inspection Officer / Agency.

(h) **Facilities for Inspection.** All inspection facilities including inspection gauges, testing benches / testing rigs etc shall be provided by the Seller free of cost for Inspection and testing of the equipment for ensuring that the stores are manufactured in accordance with the contracted specifications.

17. **Inspection at Consignee Location.** The whole consignment on reaching the Consignee Location in full will be inspected by NHIDCL's Committee of Officers for ascertaining any damage, short-supply and non-conformity with the Inspection Note issued by the Buyer's Inspection Officer / Agency at Seller's premises.

Franking Clause

18. *The fact that the stores have been inspected after the delivery period and accepted by the inspectorate does not bind the Buyer, unless at his discretion he agrees, to accept delivery thereof.*

(a) **In case of acceptance of Store(s):** *"The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive .The goods are being passed without prejudice to the rights of the buyer under the terms and conditions of the contracts"*

(b) **In case of rejection of store(s):** *"The fact that the goods have been inspected after the delivery period and rejected by the inspecting Officer will not bind the Buyer in any manner .The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contracts"*

DELIVERY OF GOODS

19. The delivery of goods shall be completed within **120** days from the date of Signing of Contract as per schedule attached as **Annexure-XVI**.

Note: - The delivery shall be at the consignee's locations. Transportation costs to be quoted separately and for each of the possible destinations indicated at **Annexure- XI**.

20. **TRANSIT INSURANCE:** The purchaser will not pay extra for transit insurance and the seller will be responsible till the entire stores contracted to, reach in good condition at the destination(s). The consignee, as soon as possible, but not later than 15 days of receipt of stores at destination, will notify the seller of any loss or damages to the stores, that may have occurred during transit.

21. **LIQUIDATED DAMAGES (LD)** - In the event of the Seller's failure to submit the Bonds/Guarantees/ Documents or/and supply/performance the items/services as per Delivery schedule specified in the contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct LD to the sum of **0.5%** on the basic cost (excluding taxes & duties) of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the value of delayed stores / services.

Appendix 'D'**(Refers to Para 1 (d) of RFP)****PART IV: EVALUATION AND ACCEPTANCE CRITERIA**

1. The Buyer will determine the "Substantial Responsiveness" of each bid. A "Substantially Responsive" Bid is one, which conforms to all terms and conditions of the bid documents without Material Deviations. Deviations from / objections to / reservations on provisions made / requirements indicated in the Tender Documents will be considered as "Material Deviations".

2. **NO CONDITIONAL BIDS SHALL BE ACCEPTED.**

3. This RFP is being issued with no financial commitment. The NHIDCL reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. The NHIDCL also reserves the right to disqualify any bidder should it be so necessary at any stage on grounds of National Security.

4. **Evaluation and Acceptance Process for Technical Bid.**

(a) The T-Bid submitted by the Bidders as per Appendices 'A' and 'B' of Part I and Part II of this document respectively, shall be evaluated with respect to all parameters indicated in the RFP, including field evaluation trials, if required.

(b) The 'T' Bid would be evaluated by a 'Technical Evaluation Committee' (TEC) and shall shortlist the Bidders whose equipment meets all the requirements of 'T' Bid.

(c) As part of the Technical Evaluation of the bids, the Buyer may, ask the bidders in writing for clarification on any technical issue indicated in the bid. However, No post bid clarification at the initiative of the bidder shall be entertained.

(d) **As part of the Technical Evaluation of the bids, Bidders are required to give a Presentation to the Buyer after opening of Technical Bid.**

5. **Evaluation of Financial 'Q' Bid.** The Financial bids of only those bidders will be opened, whose technical bids have been cleared by TEC and approved by the Competent Authority. Financial Bids of Technically Qualified Bidders shall be evaluated on the following :-

(a) All payment terms as per conditions laid in **Appendix 'C'** (Para-III 'Financial aspects').

(b) All General Conditions of Contract and Special Conditions of Contract as per **Annexures V and VI** accepted.

(c) Format for Financial/Price 'Q' Bid including transportation charges is provided as a excel sheet (BoQ) in the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) along with this tender document (refer **Annexure VII**). Bidders are advised to download this sheet and are required to quote their offer in the relevant cells of the sheet and upload the same without changing its name. The transportation rates are also required to be quoted in

the relevant cells of the sheet along with service tax, if any. In case left blank, the transportation cost shall be taken as **NIL** and the price shall be assumed to be inclusive of the transportation cost for the respective locations.

(d) The transportation cost for each of the locations indicated in the 'Q' bid template (also **Annexure XI refers**) having been called for notwithstanding, based on the operational requirement, the locations that would be taken into reckoning for arriving at the L1 as indicated at para 6 below would be intimated to all the technically responsive tenderers before opening of the price bids (i.e while intimating the date of opening of 'Q' bid on the portal.

(e) Any Taxes and Duties not considered in Q - Bid will not be taken by the software of the portal for calculation of total cost. The Bidder shall not have any claim on account of such omissions on his part.

6. To determine L1, the quoted rates of vendors who have been found technically "Substantially Responsive", Q-bids shall be evaluated as under:-

(a) Ranking of the Financial bid will be based on the lowest of the '**Total Cost**' of the ordered quantity of Bridge, which will comprise of basic cost, transportation charges, other requirements **except Levies, Taxes and Duties levied by Central/State/Local Govts such as GST etc** as quoted by the Bidder in his 'Q'-Bid. All these elements shall be indicated separately.

(b) Any Taxes and Duties not mentioned clearly in 'Q'-Bid will not be counted and the Bidder shall not have any claim on account of such omissions on his part.

7. **Unit Price and Total Price** If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited.

8. **Contract Conclusion**. Financial quote successful, L1 bidder will be issued a "Letter of Acceptance" (LOA) of their bid and they are required to submit Performance Security within 10 days. Contract Agreement will be signed after the receipt of the Performance Security. Thereafter supply order in the format will be issued to L1 bidder. The name of successful Bidder will be displayed on the NHIDCL website.

9. Deleted.

Annexure-II

(Refers to Para 5 of RFP)

TENDER CONDITIONS ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , your department/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-III

**(Refers to Para 10 of
RFP)**

Instructions for Online Bid Submission**Instructions to the Bidders to submit the bids online thro' the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>**

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/ e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the e-Procurement site using the "Click here to Enrol" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
3. Bidder need to login to the site thro' their user ID/ password chosen during enrolment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/ e-Mudra or any Certifying Authority recognized by CCA India on e-Token/ Smart Card, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise bid will be rejected.
8. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- 10 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
11. From my tender folder, he selects the tender to view all the details indicated.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

14. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

16. Bidder should submit then EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

18. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

19. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the tender requirements.

21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

22. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template including name, extension etc must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

23. The bidders are requested to submit the bids through online e-tendering system to the CPP portal well before the bid submission end date & time (as per Server System Clock). The CPP Portal will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
26. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
30. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to : [cphp-nic@nic.in](mailto:cppp-nic@nic.in).

Annexure-IV
(Refers to Para 3 of Appx 'A')

Bank Guarantee Format for Furnishing EMD

In consideration of President of India (hereinafter called the NHIDCL) represented by MD NHIDCL (HQ), on the first part and M/s _____ of _____ (hereinafter referred to as Bidder) on the Second part, having agreed to accept a sum of ` _____ (Rupees _____) in the form of Bank Guarantee towards Earnest Money Deposit for the Request for Proposal for procurement of _____.

We _____ (Name of the Bank), (hereinafter referred to as the Bank), do hereby undertake to pay to the Government on demand within 3 (three) working days without any demur and without seeking any reasons whatsoever, an amount not exceeding _____ (Rupees _____) and the guarantee will remain valid up to and including 45 days after the validity of the commercial offer i.e. _____ (date). The Earnest Money Deposit Guarantee shall be extended from time to time as required by the buyer.

We undertake not to revoke this guarantee during this period except with the previous consent of the NHIDCL in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the commercial offer.

No interest shall be payable by the NHIDCL to the Bidder (s) on the guarantee for the period of its currency.

Dated this _____ day of _____ 2019

For the Bank of _____

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity,
3. If the Bidder fails to furnish the Performance Security for the due performance of the contract.
4. If the Bidder fails to sign the agreement.
5. Fails or refuse to execute the contract.
6. Fails to respond to queries by the NHIDCL.
7. We undertake to pay the Buyer without demur up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to the occurrence of one or more of the specified conditions.

(Signature and Seal of Bank Official)

Annexure
V (Refers to Para 5 of Appendix
'C')

GENERAL CONDITIONS OF CONTRACT

Law

1. The Contract shall be considered and made in accordance to the laws of Republic of India.
2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
3. **Jurisdiction of Courts.** The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

ARBITRATION

4.
 - (a) In the event of any question, dispute or differences arising out of or in connection with this contract, shall be settled in accordance with Arbitration and Conciliation Act 1996. The dispute or difference shall be referred to the sole Arbitrator, to be appointed by the MD NHIDCL (HQ). The parties hereby agree to waive the applicability of the sub-section 12 of Arbitration and Conciliation Act 1996 and amendment thereto, for the purpose. There would be no objection to the arbitrator being a Government Servant who has dealt with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The Award of the arbitrator shall be final and binding on the parties to this contract.
 - (b) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his Award being set aside by the court for any reason, it shall be lawful for the MD NHIDCL (HQ) to appoint another arbitrator in place of the outgoing arbitrator in the aforesaid manner.
 - (c) Further no person, other than that appointed by the MD NHIDCL (HQ) as aforesaid, should act as an arbitrator.
 - (d) The award shall be made within a period of twelve months from the date of receipt of written notice on appointment of Arbitrator. The parties may, by consent, extend the period of making award for a further period not exceeding Six months. If the award is not made within the period specified above or the extended period, the mandate of the Arbitrator shall terminate unless the court has either prior or expiry of the period so specified extended the period.
 - ((e) Upon every and any such reference, the assessment of the costs incidental to the reference and Award, respectively, shall be at the discretion of the Arbitrator.

(f) Subject as aforesaid, the Indian Arbitration and Conciliation Act, 1996 as amended from time to time and the rules there-under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

(g) If the value of the claim in a reference exceeds Rs 1 Lacs, the arbitrator shall give reasoned Award.

(h) The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the MD NHIDCL (HQ) at his discretion may determine.

(i) If agreed by both the parties in writing, fast track procedure as stipulated at Article – 29 B of Arbitration and Reconciliation Act 1996 and amendment thereto may also be followed to resolve the dispute.

(k) In this clause, the expression "the MD NHIDCL (HQ) for the time being and includes, if there be MD NHIDCL (HQ) is on leave or is absent from duty or is not available for any reason, whatsoever, the Director (A/F), NHIDCL will be the sole authority to nominate any other official in his place.

5. **For Defence PSUs.** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitrator(s) appointed by Defence Secretary. The award of the Arbitrator(s) shall be binding upon the parties to the dispute.

6. **Subletting, Assignment and Change in a Firm / Seller.**

(a) **Subletting and Assignment.** The Seller shall not, without the previous consent in writing of MD NHIDCL HQ sub-let, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever. Provided nevertheless that any such consent shall not relieve the Seller from any obligation, duty or responsibility under the contract.

(b) **Changes in a Firm / Seller.**

⌚ Where the Seller is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the MD NHIDCL (HQ) which may be granted only upon exception of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm/ Seller under the contract prior to the date of such undertaking.

⌚ On the death or retirement of an partner of the Seller firm before complete performance of the contractor, the MD NHIDCL (HQ) may, at his option, cancel the contract and in such case the Seller shall have no claim whatsoever to compensation against the Buyer.

(ii) If the contract is not determined as provided in sub -clause (ii) above, notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the MD NHIDCL (HQ) by Registered Post Acknowledgement Due.

(c) **Consequence of Breach.** Should the Seller or a partner in the Sellers firm commit breach of either of the conditions (a) or (b) (i) of this sub-clause, it shall be lawful for the MD NHIDCL (HQ) to cancel the contract and purchase or authorise the purchase of the stores at the risk and cost of the Seller.

7. Right of Acceptance of Offer.

(a) The Buyer reserves the right to accept partly or reject any offer without assigning any reason thereof. The Buyer does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the Seller shall supply the same at the rate quoted.

(b) In respect of enquiries, which call for procurement of more than one item, the Buyer reserves the right to consider and accept the offer for any of the items in the enquiry reserving the right to utilize the offer for balance items at a later stage within the validity of offer.

8. Patent Rights. The Seller shall indemnify and hold the Buyer harmless against all third party claims of infringement of patent, trade mark of industrial design rights arising from use of the stores supplied or any part thereof.

9. Purchase Preference. In consonance with Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises letter No. DPE. 13 (15)/2007-Fin. Dated 21 Nov 2007, w.e.f. 01 Apr 08, no purchase preference is to be given to CPSE.

FORCE MAJEURE

10. Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 14 days of its occurrence informs in a written form the other party.

11. Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions, and quarantine restriction beyond the control of either party.

PENALTY FOR USE OF UNDUE INFLUENCE

12. The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether

with or without the knowledge of the seller) or the commission of any offers by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

13. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

AGENTS/AGENCY COMMISSION

14. The seller confirms and declares to the buyer that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate (for foreign vendors) and Base Rate of SBI (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

15. **Cancellation of the Contract.** The Buyer shall have the right to terminate the Contract, arising out of finalisation of this tender, in part or in full in any of the following cases :-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **15 days** after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (d) The delivery of material is delayed due to cause of Force Majeure by more than Sixty Days provided Force Majeure clause is included in contract.

(e) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(f) As per decision of Arbitration Tribunal.

(g) When both parties mutually agree to terminate the contract.

16. **Risk & Expense.** Should the stores/Vehicle/Equipment/Plant or any instalment there of not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the seller 45 days to cure the breach or to complete the supply, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

17. Should the stores or any instalment thereof does/do not perform in accordance with the specification/parameters provided by the seller during the check proof tests to be done in the Buyer's country, the Buyer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

18. In case of a material breach that was not remedied within 45 days, the Buyer shall, having given the right of first refusal to the Seller be at liberty to purchase, manufacture, or procure from any other sources as he thinks fit, other stores of the same or similar description to make good :-

(a) Such default.

(b) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

19. Any excess of the purchase price, cost of manufacture, or value of any stores procured from any other supplier, as the case may be, over the contract price, appropriate to such default or balance shall be recoverable from the Seller.

Annexure-
VI (Refers to Para 5 of Appendix
'C')

SPECIAL CONDITIONS OF CONTRACT

1. **Extension of Delivery Period.** It shall be noted that in case where only portion of the stores ordered is offered for inspection at the fag end of the delivery period and also in case where inspection is not completed in respect of the portion of the stores offered for inspection during the delivery period, the Buyer reserves the right to cancel the balance quantity not offered for inspection within the delivery period fixed, without further reference to him. If stores are offered for inspection during the fag end of the delivery period and the same are not found acceptable after carrying out the inspection, the Buyer is entitled to cancel the contract in respect of these equipment at the risk and expense of the Seller. If however, the stores offered for inspection are found acceptable, the Buyer may grant an extension of the delivery, subject to the following conditions.

(a) That the Buyer has the right to recover from the Seller under the provisions of clause Liquidated Damages for the stores which the Seller has failed to deliver within the delivery period fixed for delivery.

(b) That no increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales or on account of any other tax(s) or duty, leviable in respect of the stores specified in acceptance of tender, which takes place after the date of delivery period stipulated in the acceptance of tender, shall be admissible on such of the said stores as are delivered after the date of delivery stipulated in the acceptance of tender.

(c) That notwithstanding any stipulation in the contract for increase in price or any other ground no such increase which takes place after the date of delivery stipulated in the acceptance of tender shall be admissible on such of the said stores as are delivered after the date of delivery stipulated in the acceptance of tender.

(d) But, nevertheless, the Buyer shall be entitled to the benefit, in price on account of reduction in or remission of custom duty, excise duty, sales tax or on account of any other taxes or act or any other ground as stipulated in the price variation clause which takes place after the expiry of the date of delivery stipulated in the Accepted Tender.

(e) The Seller shall not dispatch the stores till such time as extension in terms of Para 1(a) to Para 1(d) above is granted by the Buyer and accepted by the Seller. If the stores are dispatched by the Seller before obtaining an extension letter from the Buyer, he would be doing so at his risk. In case the entire quantity has not been offered for inspection within the delivery period stipulated in the acceptance of tender and the Buyer agrees to grant extension in the period the same would be subject to the conditions 1(a) to 1(d) as mentioned in above subParas.

2. The time of delivery shall be the essence of the contract and the inspector is not authorised to inspect goods ordered after the delivery period and such

inspection carried out thereof shall not be deemed to have extended the period of delivery. The date of delivery would be the date on which the acceptable equipment is physically delivered duly unloaded to consignee after inspection, by Road. Necessary help in terms of craneage and manpower may be extended to the supplier subject to availability.

However, delay on this account does not bind the Buyer for granting extension. Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extensions of contracted delivery period will be at the sole discretion of the Buyer with applicability of LD clause.

Town Duty, Octroi, Entry & Terminal Tax

(Applicable to Indian Sellers)

3. It shall be noted that:-

(a) Government departments are exempted from levy of town duty, octroi duty, entry tax terminal duty or other levies of local bodies/state authorities. Wherever required, Seller should obtain the exemption certificate from the consignee/ [REDACTED] to avoid payment of such local taxes or duties. In case authorities concerned insist on payment of such taxes or duty, the same should be paid by the Seller to avoid delay in the supply. The same will be reimbursed by the Buyer on production of original Government receipt of having paid the same.

(b) Any other necessary certificate needed to enter into a particular state shall be obtained by the firm from the consignee directly. The Firm will approach consignee immediately on placement of order.

4. Deleted

5. Deleted

6. Deleted

7. Deleted

Access to the Books of Accounts

8. In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/ Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer shall provide necessary information/ inspection of the relevant financial documents/ information.

Fall Clause

9. If the equipment being offered by the Seller has been supplied/contracted with any organization, public/private in India, the details of the same may be furnished in the technical as well as commercial offers. The sellers are required to give a written undertaking that they have not supplied/ is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied at a lower price then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non disclosure, if it is

found at any stage that the similar system or subsystem was supplied by the Seller to any other Ministry/Department of the Government of India at a lower price, then that very price, will be applicable to the present case and, with due allowance for elapse d time, the difference in the cost would be refunded to the Buyer, if the contract has already been concluded.

Apportionment of Quantity. If as per the details submitted by the firm at **page 6 of Appendix 'A'**, Mandatory Documents to be Submitted by the Bidder, the L1 firm does not have the capacity to deliver the entire requisite quantity of the tendered item. The order would then be apportioned to L2 firm and L3 firm for the balance quantity at L1 rates, provided this is acceptable to them. The decision to split would be taken based on the capacity of the L1 firm to deliver the tendered quantities alone based on their per month production capacity, as mentioned by the firm.

Annexure-
VII (Refers to para 6 of Appendix
'C')

PROFORMA FOR Financial OFFER

The below mentioned Financial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer in the permitted column and upload (rar folder) the same in the commercial bid

Snap Short of the BoQ_XXXX.xls

NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Units	Quantity	Rate in Figure, To be entered by the Bidder, (Excluding GST)	GST	TOTAL AMOUNT Excluding GST (In number)	TOTAL AMOUNT excluding GST In Words
1	2	3	4	5	6	7	8
1.1	140 Feet DDR SW Bailey Bridges of 40 Ton Load Capacity	Set	6.000			6.00	INR Zero Only
1.2	Transportation Charges (Including Unloading & Stacking) to Tezpur, Assam.	No	2.000			6.00	INR Zero Only
1.3	Transportation Charges (Including Unloading & Stacking) to Jiribam, Manipur.	No	2.000			6.00	INR Zero Only
1.4	Transportation Charges (Including Unloading & Stacking) to Jammu, J&K	No	1.000			6.00	INR Zero Only
1.5	Transportation Charges (Including Unloading & Stacking) to Siliguri, West Bengal	No	1.000			6.00	INR Zero Only
Total in Figures						6.00	INR Zero Only
Quoted Rate in Words						INR Zero Only	

Note:- Cost for transportation (by Indian bidders) of Bailey Bridge to the consignee location shall be mentioned against each consignee in the online commercial offer.

Annexure-VIII
(Refers to Para 8 (c) of RFP)

NEFT / RTGS MANDATE FORM

Investor/customer's name
(As per the account)

Particulars of bank
account

- A Bank name
- B Branch name
Address
Telephone No.
- C 9-DIGIT Code
Number of the Bank
& Branch appearing
on the MICR Cheque
issued by the Bank
- D Account Type (S.B.
Account/Current
Account or Cash
Credit) with Code
- E Ledger No./Ledger
Folio No.
- F Account Number (As
appearing on the
Cheque Book)
- G Date of Effect
- H IFSC Code for NEFT
- J IFSC Code for RTGS
- K MICR Code
- L Contact number
- M E-Mail ID

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effect at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Dated :

Signature of the
Investor/Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Dated :

Signature of the Authorised Official
From the Bank

Note:- Please attach a blank cancelled cheque
for verification of the above particulars.

Annexure -IX
(Refers to Para 14 of Appendix 'C')

Bank Guarantee Format For Performance-Cum- Warranty

To

[name of Authority]

[address of Authority]

WHEREAS _____ [name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. Dated _ for construction of [name of the Project] (hereinafter called the "Contract")

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs..... cr. (Rupees crore) (the "Guarantee Amount"1).

AND WHEREAS we, through our branch at

.....
(the "Bank") have agreed to furnish this Bank Guarantee (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of [General Manager of National Highways & Infrastructure Development Corporation Limited], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the Obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent \$Insert date at least 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 2.21 of the RFP). The Contractors can submit the BG for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the BG in one go for the entire DLP. by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

13. This guarantee shall also be operatable at ourBranch at New Delhi, 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.

14. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [MoRT&H/NHA/NHIDCL/State PWD/BRO], details of which is as under:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002610
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank) transport Bhawan, 1st Parliament Street, New Delhi-110001

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

(Refers to Para 15 of Appendix 'C')

INDEMNITY BOND FOR PERFORMANCE-CUM-WARRANTY GUARANTEE**(For Indian PSU's Only)**

1. This deed made on this.....day of....by M/s_____, a company registered under The Companies Act 1956 having its registered office at_____and acting through its corporate office at_____ (hereinafter referred to as the "Seller").
2. Whereas NHIDCL (HQ), New Delhi acting on behalf of the President of India (hereinafter referred to as "Buyer") has placed a Contract No_____ dated_____
3. And whereas, the Seller has agreed to execute this Indemnity Bond for performance-cum-warranty on the terms and conditions appearing hereinafter.
4. It is hereby agreed and declared by the Seller that :-
 - (a) The Seller shall duly and faithfully perform its obligation under the said contract and comply with the conditions in the said contract.
 - (b) The Seller shall, in as much as with its control, refrain from such actions or actions as may cause loss, injury, damage to the BUYER.
 - (c) In the event of breach/default by the Seller in complying and in case the breach/ default is not remedied by the Seller up to period of the notification of the breach/default by the Buyer, the Seller shall indemnify to the Buyer, to the extent of Rs_____(Rupees_____only) being % of the contract value of Rs_____(Rupees_____only) of any direct losses or damages suffered by the Buyer due to failure of the Seller.
 - (d) The Seller shall be fully discharged of its obligations under this bond on meeting its liability as per Para c above which shall be restricted to the limit as provided at Para 4(c) above.
 - (e) The Seller shall not be liable for any breach/default arising out of force majeure situation or due to any default, action, inaction or failure on the part of the Buyer. The liability of the Seller under this bond shall remain and in full force until the fulfilment of the obligations of the Seller under the said Contract.
 - (f) The Seller hereby expressly, irrevocably, and unreservedly undertake and guarantee that in the event that the beneficiary submits a written demand to Seller stating that they have not performed according to the warranty obligations for the PRODUCTS as per Article, Seller will pay Buyer on demand and without demur any sum up to maximum amount of % of the contract value. Buyer's written demand shall be conclusive evidence to Seller that such repayment is due under the terms of the said contract. Seller undertakes to effect payment within days from receipt of such written demand.
 - (g) The amount of warranty / guarantee shall not be increased beyond _____%. Unless a demand under this warranty/guarantee is received by Seller in writing on or before the expiry date (unless this warranty/guarantee is extended by the Seller) all rights under this guarantee shall be forfeited and Seller shall be discharged from the liabilities hereunder. This warranty/guarantee is personal to the Buyer and not assigned to a third party without prior written permission..

5. This Indemnity Bond for Performance-cum-Warranty guarantee shall be governed by Indian Law.

For _____

Signature:

Name:

Witness :-

1.

2.

Signature:

Name:

Annexure-XI
(Refers to Para 9 of Appendix 'A')

**THE LIST OF CONSIGNEE LOCATIONS WHERE
CONSIGNMENT CAN BE ALLOCATED**

S.no	Location where sets to be Delivered	No of sets	Concerned RO of NHIDCL	Contact Details of Consignee
(i)	Tezpur, Assam	2	RO Guwahati	Shri Mukul Saxen DGM(P) PMU: TEZPUR Mobile No. :8764293271 Email: dgmpsbotura@nhidcl.com
(ii)	Jiribam, Manipur	2	RO Imphal	Shri Sushil Verma DGM(P) PMU: SENAPATI Mobile No.:9368350965 Email: pmu-senapati@nhidcl. com
(iii)	Jammu, Jammu & Kashmir	1	RO Jammu	Shri Surajpal Singh,GM(P) PMU: Akhnoor Mobile No.:9971985589 Email: g mja mmu @nhidcl. com
(iv)	Siliguri, West Bangal	1	RO Gangtok	Shri Shankar Bhowmik, GM (P) RO: Gangtok Mobile No.:9436463331 Email: enbshank ar1 9 @nhidcl. co m
	Total	6		

Annexure XIII**LIST OF BAILEY BRIDGES COMPONENTS**

Srl No	BB No	Nomenclature	CQAE Drg No	Spcn No
1	BB-1	BB Panel Assembly	EPD-3918/H, EPD-3919/G	CQAE/BB-1/1562/a:2002
2	BB-2/BB-2A	BB Frame Bracing	EBE-5022/D, EPD-3920/H	IND/ENG/PROV/1260
3	BB-3/BB-3A	BB Rakers	EBE-5022/D EPD-3920/H	IND/ENG/PROV/0623/A
4	BB-4/BB-4A	Pin Panel/Safty Pin for Panel	EBE-5106/12/K	IND/ENG/PROV/0573
5	BB-5/BB-5A	Transoms	EBE-5022/D, EPD-3920/H	IND/ENG/PROV/0082
6	BB-6	Clamps Transoms	EBE-5024/C	IND/ENG/PROV/0623/a
7	BB-7	Stringer Plain	EBE-5025/13/D (IM-0391/A for alternate design)	IND/ENG/PROV/0662/d
8	BB-8	Stringers Button	EBE-5025/13/D (IM-0392/A for alternate design)	IND/ENG/PROV/0662/d
9	BB-9/BB-9A	Bolts Chord	EBE-5106/12/K	IND/ENG/PROV/1314
10	BB-10	Bolts Riband	EBE-5106/12/K	IND/ENG/PROV/1314
11	BB-11	Bolts Bracing	EBE-5106/12/K	IND/ENG/PROV/1314
12	BB-12	Foot Walks	EBE-5105/9	IND/ENG/PROV/0268/d
13	BB-13	Ribands	EBE-5026/6/G	IND/ENG/PROV/1320/a
14	BB-14	Chesses (wooden) Std	IM-0190/C	IND/ENG/PROV/1183/a
15	Steel Chasses	Chess (BB Normal & EW Steel) with lifting hook	ISK-0998/E, (EWBB) ISK-0999/C (Normal) & ISK/0992/A (lifting Hook)	CQAE/5420/1526/d-2001
16	BB-15	Braces Sway	EBE-5099/12	RE/PROV/4041/b
17	BB-16	Post end female MK-I	EBE-5118/8/A, 5119/7/A	Superseded by BB-62
18	BB-17	Post end male MK-I	EBE-5116/7/A, 5117/5/A	Superseded by BB-63
19	BB-18	Shoes Jack	EBE-5030/5/D	RE/PROV/4044/b
20	BB-19	Bearings Assy & Details	EBE-5029/3/B	RE/PROV/4044/b
21	BB-20	Rollers racking MK-I	EBE-5031/3/A	Specn Not available
22	BB-21	Levers Panel	EBE-5108/2/B, 5109/2/b	RE/PROV/4041/b
23	BB-22	Rollers Launching Plain BB	EBE-5098/A	Specn Not available
24	BB-23	Pedastral Ramp Assy & Details	EBE-5021/4/C, 5020/5/C	IND/ENG/PROV/4044/b
25	BB-24	Ramps Plain	EBE-5111/10/B, EPD-3921/F	IND/ENG/PROV/0662/d
26	BB-25	Ramps Button	EBE-5112/12/B, EPD-3922/F	IND/ENG/PROV/0662/d
27	BB-26	Spanners 1 ¼ " ratchet BSW	EBE-5023/3/D	RE/PROV/4041/b

28	BB-27	Bearers Foot walk	EBE-5104/5/D	IND/ENG/PROV/0623/A
29	BRB-27	Chord Reinforcement	IM-0430	IND/ENG/PROV/0693/C
30	BB-28	Posts Foot walk	EBE-5104/5/D	IND/ENG/PROV/0623/a
31	BB-29	Tie Plates	EBE-5022/D	IND/ENG/PROV/0623/a
32	BB-30	Extractor Pin	EBE-5027/D	RE/PROV/4041/b
33	BB-31	Base Plate	EBE-5028/D	RE/PROV/4044/b
34	BB-32	Spanners podger ended 1 ¼ " BSW	EBE-5110/5/D	RE/PROV/4041/b
35	BB-33	Spanners podger ended ¾" BSW	EBE-5110/5/D	RE/PROV/4041/b
36	BB-34	Spanners Cranked ended ¾" BSW	EBE-5110/5/D	RE/PROV/4041/b
37	BB-35	Bars Carrying	EBE-5115/2/C	IND/ENG/PROV/0268/d
38	BB-36 BB-36B BB-36C BB-36D BB-36E BB-36F	Jacks Chord MK-2 Jack Screw Mk I & II Ratchet Lever Chord attachment (Male) Chord attachment (Female) Frame Mk-II	EBE-5335/A, 5336/1/A, 5337/1/A, 5338/1/A,5184/6/A, 5185/A EBE-5336/1/A, EBE-5337/1/A	RE/PROV/4041/b
39	BB-37	Devits Assy & Details	EBE-5329/3/B, 5330/3	RE/PROV/4044/b
40	BB-48	Timber Packing 9" x 3" x 6' (1828X228.5X76)	Drgs Not available	IND/ENG/PROV/0102/e
41	BB-49	Timber Packing 9" x 1" x 6'	Drgs Not available	IND/ENG/PROV/0102/e
42	BB-50	Links Launching nose MK-1	EBE-5120/3/B	RE/PROV/4044/b
43	BB-51	Extension Sway brace long	EBE-6901/A	RE/PROV/4565/a
44	BB-54	Template rollers Plain	EBE-5272/7	IND/ENG/PROV/0268/d
45	BB-56	Cases Transport	EBE-5210/1/D	IND/ENG/PROV/0268/d
46	BB-57	Bags Transport	CIES/M/5560/F	CQAE/8105/1516/2001
47	BB-58	Rollers Plain MK-2	EBE-5318/F	RE/PROV/4041/b
48	BB-59	Rollers Rocking MK-2	EBE-5315/5/C 5316/7	RE/PROV/4041/b
49	BB-60	Template rollers rocking	EBE-5323/6	IND/ENG/PROV/0268/d
50	BB-61	BB Wadges	IM-0018/D	IND/ENG/PROV/0081/j
51	BB-62	Post end (Female) MK-2	EBE-5364/3/D, EBE-5365/D	IND/ENG/PROV/1250/b
52	BB-63	Post end (Male) MK-2	EBE-5363/3/E EBE-5362/1/D	IND/ENG/PROV/1250/b
53	BB-65	Links Launching MK-2	EBE-5459/D	IND/ENG/PROV/0623/A
54	BB-68	Post span Junction (Male)	EBE-5555/D	RE/PROV/4043/a
55	BB-69	Post span Junction (female)	EBE-5556/E	RE/PROV/4043/a
56	BB-70	Links Junction	EBE-5557/2/C	IND/ENG/PROV/0623/a
57	BB-71	Bearing Junction Link	EBE-5607/A	----
58	BB-72	Capsills	EBE-5559/4	
59	BB-73	Overhead bracing support	EBE-5601/2/B, EBE-5602/2	RE/PROV/4743

60	BB-75	Clamps Chord	IM-0412	RE/PROV/4738
61	BB-76	Devits Extension	EBE-5604/1 (Not available)	
62	BB-78	Crib bearing	EBE-5606/2/A	RE/PROV/4738
63	BB-80	Half Panel Gen Assy Details	EBE-5759/A, EBE-5760/3	
64	BB-81	Post end short span		
65	BB-82	Jack 15 ton with handle (Fabricated type)	IMGA-0057/B IMPD-0339/B to IMPD/0361/A (23 Nos)	IND/ENG/PROV/0627/D
66	BB-83 BB-83A BB-83B BB-83C	Jacks Chord MK-3 Jack Abutment Adopter	EBE-5728/D, 5729/2, 5730/E	IND/ENG/PROV/0627/D
67	BB-94	Timbers Grillage (11' 10" x 9" x3") (3619 X 228.5 X 76.0)	CIEME/M/6127/E	IND/ENG/PROV/0102/e
68	BB-95	Timbers Grillage (9" X 3" X 8.6") (2568 x 228.5 x76)	CIEME/M/6127/E	IND/ENG/PROV/0102/e
69	BB-96	Timbers Grillage	CIEME/M/6127/E	IND/ENG/PROV/0102/e
70	BB-97	Timbers Grillage (9" X 3" X 3.6") (1045 x 228.5 x 76)	CIEME/M/6127/E	IND/ENG/PROV/0102/e
71	BB-98	Timbers Grillage	CIEME/M/6127/E	IND/ENG/PROV/0102/e
72	BB-99	Timbers Grillage 9"X3"X2.3"	Drgs not available	IND/ENG/PROV/0102/e
73	BB-103	J Bolt for special Riband & stringer (details)	EBE-6385/1/A	
74	BB-104	Extension Sway Brace	EBE-6510/6/6	
75	BB-105	Transoms long	EBE-6541/2/B	RE/PROV/4565
76	BB-106	Chesses long	EBE-6544	IND/ENG/PROV/0081/j
77	BB-107	Braces Sway long	EBE-6540/B	RE/PROV/4565
78	BB-108	Pedastral Ramp No.2	EBE-6536/1, & 6537/2/B	RE/PROV/4565/a
79	BB-121	Beams grillage steel 12' – 0'	IM-0004/E	RE/PROV/4584/C
80	BB-122	Beams grillage steel 8' – 4 ¼ "	IM-0005/E	RE/PROV/4584/C
81	BB-123	Bolts distance grillage 2' – 1"	MEXE-7062/E	IND/ENG/PROV/1314/d
82	BB-124	Bolts distance grillage 3' – 0"	MEXE-7062/E	IND/ENG/PROV/1314/d
83	BB-125	Bolts distance grillage 4' – 0"	MEXE-7062/E	IND/ENG/PROV/1314/d
84	BB-126	Bolts distance grillage 6' – 8"	MEXE-7062/E	IND/ENG/PROV/1314/d
85	BB-127	Block timber distance grillage	MEXE-7062/E	IND/ENG/PROV/0102/e
86	BB-128	Balance beam roller rocking, Tandem	MEXE-7063/C	RE/PROV/4585/B
87	BB-129	Frames Bracing modified	Drgs not available	

88	BB-130	Pin Panel headless	MEXE-7064/5/B	IND/ENG/PROV/0573
89	BB-616	Chord Taper (Male) TSBB	IM-375	IND/ENG/0693/d
90	BB-617	Chord Taper (Female) TSBB	IM-374	IND/ENG/0693/d
91	BB-133	Transom	MEXE-7352/1/E, 7353/B, IM-0312/B	IND/ENG/PROV/0082
92	BB-134	Braces Sway EWBB	MEXE-7354/3/B	RE/PROV/4725 For modification of existing stock. (IND/ENG/Prov/0662/d for modification from normal and long sway braces MEXE-7361, 7366)
93	BB-135	Braces Sway Extension EWBB	MEXE-7355/B	RE/PROV/4725 For modification of existing stock RE/4730
94	BB-136	Stringer Plain EWBB	IM-0486	IND/ENG/PROV/0662/d
95	BB-137	Stringer button EWBB	IM-0487	IND/ENG/PROV/0662/d
96	BB-138	Stringer Junction	IM-0488	IND/ENG/PROV/0662/d
97	BB-140	Frames Bracing EWBB	MEXE-7359/3/C, MEXE-7064/5/B	IND/ENG/PROV/1260
98	BB-141	Chess Junction	MEXE-7364/3/C, 7363/5/C	RE/PROV/4725
99	BB-142	Riband EWBB	MEXE-7360C	CQAE/PROV/1320/A
100	BB-143	Clamps Transoms (EWBB)	IM-0379/A	IND/ENG/PROV/0623/a
101	BB-144	Chesses Wooden EW BB	IM-0126/C	IND/ENG/Prov/1191
102		Chesses Steel EW BB	ISK-0998/E, (EWBB)	CQAE/5420/1526/d-2001
103	BB-145	Half Transom landing bay CL-80 (BPB Panton)	EBE-6701/7/A, 6702/2/C, 6707/4/B, 6708/7, 6700/B	IND/ENG/PROV/0573
104	BB-146	Posts end (male)	MEXE-7064/5/B	RE/PROV/4584/C
105	BB-147	Posts end (female)	MEXE-7064/5/B	RE/PROV/4584/C
106	BB-150	Chords reinforcements (EWBB)	ESK-2236/F	IND/ENG/PROV/0693/d
107	BB-151	Chords bolt collar	ESK-2236/F	Re/Prov/4782
108	BB-154	Beams distributing EWBB	ESK-2230/A	IND/ENG/PROV/4782
109	BB-155	Beams distributing end	ESK-2230/A	IND/ENG/PROV/4782
110	BB-156	Frames rocking roller	ESK-2231/E ESK- 2232/B, ESK-2243/B	RE/PROV/4799
111	BB-157	Clevis Plain EWBB	MEXE-7840/d	IND/ENG/PROV/4800
112	BB-158	Clevis angled	MEXE-7840/d	RE/PROV/4800
113	BB-159	Beams sway brace attachment	MEXE-7839/C, 7840/d	RE/PROV/4800
114	BB-160	Capsill Crib EWBB	MEXE-7836/3/d	RE/PROV/4800
115	BB-161	Chords reinforcement short & Bracing EWBB	MEXE-7841/b	IND/ENG/PROV/0693/d
116	BB-162	Frames bracing heavy	MEXE-7841/B, ESK-2241	IND/ENG/PROV/1260
117	BB-163	Frames half panel bracing Frame Assy	MEXE-7830/b, 7831/c, 7832/c, 7833/c	IND/ENG/PROV/1260

118	BB-164	Bolts sleeved	MEXE-7837/2/c	RE/PROV/4799
119	BB-165	EWBB Crib Bearing Beam Assy & Details	MEXE-7828/D, 7829/E	RE/PROV/4802
120	BB-166	Links Junction	IMGA-0039/B	IND/ENG/PROV/0623/a
121	BB-167	Roller Plain	MEXE-7834/1/a, 7835/a	IND/ENG/PROV/4799
122	BB-168	Base Crib	MEXE-7838/b	RE/PROV/4800
123	BB-169	Bars Bracing sliding bay CL-80	MEXE-7845/a	RE/PROV/4799
124	BB-170	Chains lashing 10' with Turnbuckle	MEXE-8130/B	---
125	BB-172	Tongs Carrying	MEXE-8632/b	IND/ENG/PROV/4799
126		Crib Bridging 20.32 Ton	IM-0042/E	CQAE/5420/1405/c
127		Clips Hinged Assy	IM-0041/D	
128		Clips Screwed Assy	IM-0043/D	
129		Clips for ground sill	IM-0044/F	

Annexure XIV

Compliance certificate on Procurement Orders & its Annexure dated 23 Jul 2020 and its subsequent Procurement Orders 2 and 3 dated 23 and 24 Jul 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division vide their File No 06/18/2019 - PPD regarding Insertion of Rule 144 (xi) in the GFR 2017

This is to Certify that

"I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached)."

Stamped and Signed by
Authorised Signatory on behalf of the Firm
With Name, Appointment, Name of Firm, Phone No and Date

Annexure XV**INTEGRITY PACT**

(To be executed on plain paper and submitted alongwith Technical Bid/Tender documents for tenders having a value of Rs. 5 cr or above for Consultancy projects and 100 cr. or above for Construction projects. To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the NHIDCL)

This integrity Pact is made at on this day of 2020.....

BETWEEN

[President of India through NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., established under the Companies Act, 2013, represented by its Managing Director and having its principal office at 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001], (hereinafter referred to as the “Principal/Owner” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as “The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender {NIT No.....dtd} (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract/s for {Name of the work} (hereinafter referred to as the “Contract”).

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as “Integrity Pact” or “Pact”) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between

the parties. Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material of immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

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

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or nonsubmission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

(e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

(f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts .

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the

Principal.

(2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5: Previous Transgressions

(1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

(1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

(1) The Principal has appointed Shri Sushil Gupta, CCS (Retd.) as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.

(3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor

has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article - 10 Other Provisions.

(1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a consortium Joint Venture partner, this pact must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Principal) (For & On behalf of the Bidder/ Contractor/
Concessionaire/ Consultant)

(Office Seal)

Place Date

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):

{COUNTERSIGNED and

accepted by: JV Partner}

Annexure-XVI**(Refers to Para 9 of Appendix 'A')****DELIVERY SCHEDULE**

S.no	At Location where sets to be Delivered	No of sets	To be delivered from date of signing of Contract Agreement.
(i)	Jiribam	2	Within 2 Months
(ii)	Tezpur	2	Within 2 Months
(iii)	Siliguri	1	Within 3 Months
(iv)	Jammu	1	Within 4 Months

LIST OF COMPONENTS**Annexure
"XVII"**

S/No.	PART NO	DESCRIPTION	A/U	140Ft DDR Std Width BB Steel Decking, 40 R
1	BB-1	BB Panel	Nos	112
2	BB-2A	Bracing Frame	Nos	58
3	BB-3A	Raker	Nos	30
4	BB-4	Panel Pin	Nos	304
5	BB-6	Transom Clamp	Nos	168
6	BB-9	Chord Bolt	Nos	112
7	BB-9A	Short Chord Bolt	Nos	160
8	BB-11	Bracing Bolt	Nos	292
9	BB-15	Sway Brace	Nos	28
10	BB-19	Bearing (Modified)	Nos	8
11	BB-31	Base Plate MTD. III	Nos	4
12	BB-62	Post End Female MKD II	Nos	4
13	BB-63	Post End Male MKD II	Nos	4
14	BB-150	Chord Reinforcement	Nos	80
15	UB-3035	M16 Bolt & Nut with Tapper Washer	Nos	1160
16	UB-1199A	Transom Tie Plate	Nos	300
17	UB-1199B	Transom Tie Plate	Nos	280
18	UB-3001A	Side steel deck unit (Long)	Nos	14
19	UB-3001B	Side steel deck unit (Long)	Nos	14
20	UB-3002A	Central steel deck unit (Long)	Nos	14
21	UB-3003A	Side steel deck unit (short)	Nos	14
22	UB-3003B	Side steel deck unit (short)	Nos	14
23	UB-3004A	Central steel deck unit (short)	Nos	14
24	UB-3018	End Central Steel Deck Unit (898 LG)	Nos	1
25	UB-3019	End side steel deck unit, Short(596LG)	Nos	2
26	UB-3017	End side steel deck unit,Long(898LG)	Nos	2
27	UB-3020	End central steel deck unit (596LG)	Nos	1
28	UB-3006	End steel deck unit retainer	Nos	2
29	UB-1114	STEEL deck clamp unit (MODIFIED)	Nos	528
30	UB-1115	Anchor Bolt	Nos	4
31	UB-1113	Split Pin	Nos	304
32	UB-3005A	Std Steel Deck Transom	Nos	58

Note: BBs Components are required as per list of Bailey Bridge Drawings provided by CQA (EE) Pune which have been reflected in RFP as per Annexure XIII.

***All those BB components for which CQA (EE) drawings and specifications not available with firms, an undertaking will be provided by the firms as per clause mentioned at Annexure II, Srl No 6 of Page No 10 of Supply Order.**