

National Highways & Infrastructure Development Corporation Ltd



NAIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION
(A GOVERNMENT OF INDIA UNDERTAKING)

REQUEST FOR PROPOSAL (RFP)

“SHORT TERM IMPROVEMENT AND ROUTINE MAINTENANCE FROM RONGLI-CHUJECHENPHERI FROM KM 21+100 TO KM 47+700 OF NH717B IN THE STATE OF SIKKIM ON ITEM RATE BASIS(RE-TENDER)”

[Online Mode]

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD
Dr. Sundeep Pradhan Building, Link Road, Middle Sichey, Gangtok, Sikkim-737101

Feb, 2020

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**NOTICE INVITING BID
(E-TENDERING MODE ONLY)**

National Highways & Infrastructure Development Corporation Ltd
Notice Inviting Bid
(National Competitive Bidding through e-Tendering mode only)

NHIDCL/NH717B/Maint /2020/Retender

Date: 20.02.2020

National Highways and Infrastructure Corporation Ltd. (hereinafter called “the Employer”) invites online bids in single stage two cover system i.e. the Technical and Financial Bids on Item Rate basis for the following work from the experienced Road/Bridge Contractors/ firms/organizations excluding those firms who have been declared as non-performing by MoRTH/NHAI/NHIDCL or the firms those are blacklisted/debarred for specified period by MoRTH/NHAI/NHIDCL. :-

Sl. No	Section	NH No.	State	Estimated Cost (Rs In Lakhs)
1.	SHORT TERM IMPROVEMENT AND ROUTINE MAINTENANCE FROM RONGLI-CHUJECHENPHERI FROM KM 21+100 TO KM 47+700 OF NH717B IN THE STATE OF SIKKIM ON ITEM RATE BASIS”	NH 717B	Sikkim	198

Cost of Bid Documents (Non-refundable): Rs. 10,000/-

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

Bid Security (Rs. In Lakh)	Average Annual Turn-over during last 3 years (Rs. In Lakh)	Work of similar nature during last 5 years (Rs. In Lakh)	Time for completion
3.96	79.2	Single Work of 158.4 Lakh Two work of 99 Lakh Three Work of 79.2 Lakh	3 Months

The Scope of Work includes as per detailed BOQ.

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

The Detailed Bidding document can be downloaded/viewed from the website www.eprocure.gov.in & www.nhidcl.com as per Critical Date Sheet.

To participate for bidding, bidders have to pay non-refundable document fee to **National Highways & Infrastructure Development Corporation Ltd.** The amendments / clarifications to the bid document if any will be hosted on the above mentioned websites.

The bid should be submitted online in the prescribed format given in the website. No other mode of submission is accepted.

The last date for online submission of the Bid is 26.02.2020 upto 1500 Hrs (IST). The bids would be opened on 27.02.2020 at (1530 hours IST), in presence of representatives of the bidders who choose to attend.

Critical Date Sheet

S. No.	Event Description		Date
1	Bid Document Publishing Date	:	20.02.2020
2	Bid submission End Date (online & hard copy)	:	26.02.2020 (1500 hrs)
3	Opening Date of Technical Bid	:	27.02.2020 (1530 hrs)
4	Date of uploading of list of technically qualified bidders	:	To be intimated later
5	Opening Date of Financial Bid	:	To be intimated later
6	Letter of award (LOA)	:	To be intimated later
7	Validity of BID	:	To be intimated later
8	Signing of Agreement	:	To be intimated later

Note: The bid for above work was invited on 29.01.2020 having bid due date 25.02.2020 at 1500Hrs. Due to technical reasons, the tender was cancelled and is being re-invited without any changes in RFP.

For any clarification, the following office may be contacted:

Lakshman Bir Batheja

Dy. General Manager (Project)

National Highway & Infrastructure Development Corporation Ltd.

Dr Sundeep Pradhan Building

Link Road, Middle Sichey,

Gangtok, Sikkim-737101

E-mail: lakshaman.b@nhidcl.com

Tele Phone: 03592-297108

Conditional bids would be rejected. NHIDCL reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

Lakshman Bir Batheja
Dy. General Manager (P)

(SECTION-II)

INSTRUCTIONS TO BIDDERS & APPENDIX TO BID

Section II: Instructions to Bidders

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Section 2 (A)
Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 The Employer (i.e. Managing Director, National Highways & Infrastructure Development Corporation Ltd.) invites bids for **“SHORT TERM IMPROVEMENT AND ROUTINE MAINTENANCE FROM RONGLI-CHUJECHENPHERI FROM KM 21+100 TO KM 47+700 OF NH717B IN THE STATE OF SIKKIM ON ITEM RATE BASIS”**

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

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

2. Source of Funds

2.1 The expenditure on this project will be met by National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), through Ministry of Road Transport & Highways (MoRTH).

3. Eligible Bidders

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

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

4. Qualification of the Bidder

4.1 Deleted

4.2 All bidders shall furnish the following information and documents with their bids in Section-3, Qualification Information.

(a) Scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business; scanned copy of written power of attorney of the signatory of the Bid to commit the Bidder; & original copy of Written Power of attorney to be submitted in the envelop of physical form. (Refer clause 12.2 of ITB).

(b) Scanned copy of total monetary value of Civil Construction works performed for each of the last five years, duly certified by CA.

(c) Scanned copy of experience certificate in works of a similar nature and size for each of the last five years with certificates from the concerned officer of the rank of Executive Engineer or equivalent;

(d) Scanned copy of evidence of availability (either owned or leased or rented) of items

of construction equipment named in Appendix to ITB Clause 4.4 B (b) (i).

(e) Scanned copy of the technical personnel proposed to be employed for the Contract having the qualifications defined in Appendix to ITB Clause 4.4 B (b) (ii).

(f) Scanned copy of reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the last five years;

(g) Scanned document in support of evidence access to line (s) of credit and availability of other financial resource facilities (10 % of Contract value), certified by bankers (not more than 3 months old).

(h) Scanned undertaking that the bidder will be able to invest a minimum cash upto 25 % of contract value of work, during implementation of work.

(i) Deleted

(j) Scanned copy of information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the present status;

(k) Deleted

(l) Deleted.

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

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

(a) achieved an average annual financial turnover (in all classes of civil engineering construction works only) equal to the amount indicated in NIT during last five years ending 31st March of the previous financial year duly certified by Chartered Accountant.

(b) satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated subcontractor, provided further that all other qualification criteria are satisfied) similar works during last five years ending last day of month previous to the one in which bids are invited,

Experience in successfully completing or substantially completing at least one contract of road i.e. State Highway, National Highway with similar or higher Bituminous work specification of at least 40% of value of proposed Contract within the last five years

(Escalation factor as under shall be used to bring the value of such completed works to the level of financial year i.e.2019-20) **Escalation factor** (for the cost of works completed during the last 5 years & financial figures required for the calculation of bid capacity) may be taken as follows:

Year Before	Multiplying Factor
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

(c) Deleted

- (d) Deleted
- (e) Deleted

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

(i) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects; and

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

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

(b) Each bidder must demonstrate:

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

(ii) Availability for this work of personnel with qualification & experience as stated in the Appendix to ITB.

(c) Deleted

(d) Deleted

4.4 C Deleted

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

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

$$\text{Assessed Available Bid capacity} = (A * N * 2 - B)$$

Where

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

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

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

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

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

- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring from MORTH/NHAI/NHIDCL work etc.
- (iii) Tampered the bid document in any manner.

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including source of the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact DGM (P), Sikkim, Dr. Sundeep Pradhan Building, Link Road, Middle Sichey, Gangtok, Sikkim-737101, PMU of NHIDCL in this regard.

B. Bidding Documents (On line)

8. Content of Bidding Documents

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

Volume- I:-

- 1 Notice Inviting Bid
- 2 Instructions to Bidders & Appendix to Bid
- 3 Qualification Information.
- 4 Forms Bank Guarantee, Agreement & LOA
- 5 Conditions of Contract & Contract Data
- 6 Scope of Work
- 7 Technical Specifications
- 8 Implementation Manual & Maintenance Intervention Levels

Volume - II:-

- 9 Bill of Quantities (Should be filed in the prescribed format uploaded on e-portal)

8.2 DELETED

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

9. Clarifications on Bid Documents

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

9.2 Pre-bid meeting

- 9.2.1 Deleted
- 9.2.2 Deleted
- 9.2.3 Deleted
- 9.2.4 Deleted
- 9.2.5 Deleted

10. Amendment of Bidding Documents

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

10.2 Any addendum thus issued shall be part of the bidding documents and shall be hosted on CPP portal i.e. www.eprocure.gov.in & www.nhidcl.com

10.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2.

C. Preparation of Bids

11. Language of Bid

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

12. Documents Comprising the Bid

12.1 The e-bid submitted by the bidder shall be in two separate parts. Part-I This shall be named Technical Bid and shall comprise of information submitted in Section-III.
Part II- It shall be named Financial Bid and shall comprise of (i) Priced bill of quantities

12.2 Documents to be submitted in Physical Form must reach Dy. General Manager (P) Dr. Sundeep Pradhan Building, Link Road, Middle Sichey, Gangtok, Sikkim-737101, by date of submission of bid.

Though, the scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal i.e. www.eprocure.gov.in, As per clause 12.1 above, however, following **Original documents** in physical form shall be submitted in a sealed envelope as per the Scheduled date and time mentioned in the critical Data Sheet **(otherwise the bid shall be treated as Non-Responsive)** on the date of submission of bid and addressed to the addressee given in the NIT duly super scribed "Name of Work, Bid due date and time". Name and address of the bidder should also be indicated on the envelope.

- a) EMD/Bid Security
- b) Bid Document Fee
- c) Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid
- d) Affidavit duly notarized
- e) Original experience certificate or notarized copy of certificate duly signed by authorized signatory.

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

<u>Section</u>	<u>Particulars</u>
1	Notice Inviting Bid
2	Instruction to the bidders
3.	Conditions of Contract
4.	Contract Data
5.	Technical Specifications

13. Bid Prices

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

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

13.3 GST payable by the Contractor under the Contract, or for any other cause, shall be excluded in the rates, prices and total Bid price submitted by the Bidder. The GST shall be reimbursed subject to production of proof of such payment by the contractor specific to the subject work. NHIDCL would retain the right to refuse the reimbursement if appropriate tax credit is not availed by the firm.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

14. Currencies of Bid and Payment

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

15. Bid Validity

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

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

16. Earnest Money / Bid Security/ Forfeiture/ Debarment

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

16.2 **The Earnest Money shall, be in the form of Bank Guarantee/Demand Draft only (the other form will not be acceptable)** of any scheduled commercial bank approved by RBI having a net worth of not less than Rs. 500 crore as per the latest annual report of the bank must be in the name of Employer. In case of foreign bank (issued by a branch in India) the net worth in respect of the Indian operations shall only be taken into account. It shall be

valid for 45 days beyond the validity of the bid.

Any bid having bid security for lesser value and shorter validity period shall be treated as non-responsive.

- A. Bank Guarantee or Demand Draft receipts, in the name of the Employer, from following banks would be accepted:-
 - i. State Bank of India or its subsidiaries,
 - ii. Any Indian Nationalised Bank
 - iii. IDBI / ICICI Bank
 - iv. A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalised Bank.
 - v. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.
- B. The acceptance of the guarantees shall also be subject to the following conditions:-
- i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI (presently 9, with effect from 31st March, 2003,).
 - ii. The bank guarantee issued by a Cooperative Bank shall not be accepted.
- 16.3 Any bid not accompanied by an acceptable Bid Security, shall be rejected by the Employer as non-responsive.
- 16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1.
- 16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.6 The Bid Security / Earnest Money will be forfeited:
- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
 - b) if the Bidder does not accept the correction of the bid price, pursuant to Clause 27; or
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and/or
 - ii. furnish the required Performance Security.
- 16.7 Deleted.

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

D. Submission of Bids

19. Marking of Bids

- 19.1 The documents to be submitted in physical form as per clause 12.2 of ITB shall be submitted in a sealed Envelope super scribed as “Documents in Physical Form” at the top left corner.
- 19.2 DELETED.
- 19.3 DELETED.
- 19.4 DELETED.
- 19.5 DELETED.

20. Deadline for Submission of Bids

- 20.1 Complete e-Bid to be uploaded on CPPP portal before due date & time. The Envelope containing “Documents in Physical Form” must also be received by the Employer at the address General Manager (P), National Highways & Infrastructure Development Corporation Ltd., Dr. Sundeep Pradhan Building, Link Road, Middle Sichey, Gangtok, Sikkim-737101 not later than the date and time indicated in the NIT. In the event of the specified date for the submission of documents in Physical form being declared a holiday for the Employer, the same will be received up to the specified time on the next working day.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Submission of Document in Physical Form:

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

22. Modification and Withdrawal of Bids

- 22.1 Bidders may modify or withdraw their e-bids before the deadline prescribed in Clause 20.
- 22.2 DELETED.
- 22.3 No bid may be modified after the deadline for submission of Bids.
- 22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 shall result in the forfeiture of the Bid security pursuant to Clause 16.
- 22.5 Bidders may modify the prices of their Bids before deadline of submission of bid.

E. Bid Opening and Evaluation

23. Bid Opening

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

24. Process to be Confidential

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

25. Clarification of Bids and Contacting the Employer

- 25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. Examination of Bids and Determination of Responsiveness

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

28. Evaluation and Comparison of Financial Bids

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

28.2 DELETED

28.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's/Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 33 be increased and an additional performance security of 05 (five) percent may be obtained at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the additional increased performance security as decided by the Employer shall be final, binding and conclusive on the bidder.

28.4 A bid, which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

29. Price Preference

29.1 There will be no price preference to any bidder.

F. Award of Contract

30. Award Criteria

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

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

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

32. Notification of Award and Signing of Agreement.

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

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

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

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

33. Performance Security

33.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of 10 (Ten) percent of the Contract Price, valid for the period of 28 days after the expiry of defect liability period

of 12 months plus additional security for unbalanced Bids if any in accordance with Clause 28.3 of ITB and sign the contract. The validity shall account for additional 3 months' time to account for BG verification, signing of contract and start date.

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

33.3 Failure of the successful bidder to comply with the requirement of sub-clause 33.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security and debarment for a period as specified in clause 16.7.

34. Advances

34.1 Deleted.

35. Corrupt or Fraudulent Practices

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

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

Appendix to bid

(4.4. B) (b)(i)	The key equipments to be deployed on contract work.	
	Name of the Equipment	Quantity
1.	Static Roller 8-10 tonne.	1
2.	Vibratory Roller 8-10 tonne.	1
3.	Hot Mix Plant with Electronic controls	1
4.	Paver	1
5.	Tipper	2

Note: The bidder must produce the documentary evidence in support of his owning/leased/rented of the above equipment. In case the bidder proposes to hire or take the above equipment on lease, he should, along with the lease/rent agreement, attach the proof of ownership of these equipment with the company/ entity from whom the equipment are proposed to be hired on lease/ rent. The bidder shall submit an undertaking as per Performa Appendix 1.7 (ITB, Section -2) of the bid document.

4.4 B (b) (ii)	Personnel	Minimum Qualification and Experience	Particular Experience (minimum requirement)	No. of Persons
1.	Project Manager	B.E. Civil + 3 Years Exp.	3 years on highway constructions/maintenance work.	1
2.	Site Engineer	B.E. Civil + 1 Years Exp. or Dip. Civil + 5 Years Exp.	1 years on highway constructions / maintenance work for B.E. Civil Or 5 years on highway constructions / maintenance work for Dip. Civil	1
3.	Quantity Surveyor cum Quality Control Engineer	B.E Civil + 1 years Exp. or Dip. Civil + 5 years Exp.	1 years on highway constructions / maintenance work for B.E. Civil Or 5 years on highway constructions / maintenance work for Dip. Civil	1

Note: The detailed and signed CV's of the Key Technical Personnel at S. No. 1, signed by the key personnel himself, must be furnished along with the bid. The name and educational qualification of other personnel should be given.

SECTION III
QUALIFICATION INFORMATION
(To be Filled by Bidder)

SECTION III

QUALIFICATION INFORMATION

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

Qualification Information

1. For Individual Bidders

1.1 (a) Year of Constitution

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

[Upload scanned copy of original]

(c) Place of registration:

(d) Principal place of business:

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

1.3. Total value of Civil Engineering construction work performed in the last five years (in Rs. Lakh) refer ITB Clause 4.4 A (a)

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

2018-19-----
2017-18 -----
2016-17-----
2015-16-----
2014-15-----

Total -----

Average per year

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

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

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

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

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

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

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

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

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

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

* Upload copy of LOA

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

A = Rs.lakh (enclose the details)
 N =years
 B = Rs.lakh (enclose the details)

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

= Rs. lakhs

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

Item of Equipment	Requirement		Availability Proposals			Page No of the proof attached
	No.	Capacity	Owned/ Leased/ rented	Nos./ Capacity	Age/ Condition	

Note: The bidder must upload the documentary evidence in support of his owning/leased/ rented of the above equipments. In case the bidder proposes to hire or take the above equipment on lease, he should, along with the lease/rent agreement, attach the proof of ownership of these equipments with the company/ entity from whom the equipments are proposed to be hired on lease/ rent. The bidder shall submit an undertaking as per Performa Appendix 1.7 (ITB, Section -2) of the bid document.

1.6 Qualification and Experience of Key Personnel required for administration and execution of the Contract [Ref. Clause 4.4 (B) (b) (ii)]. **Upload biographical data for technical personnel (Refer also to Cl. 4.2 (e) of Instruction to Bidders).**
(Refer also to Sub Clause 9.1 of the Conditions of Contract).

Position	Name	Qualification	Total Professional Experience (Years)	Experience in the proposed position (Years)
Project Manager				
Site Engineer				
Quantity Surveyor cum Quality Control Engineer				

Note : The detailed and signed CV"s of the Key Technical Personnel at S. No. 1, signed by the key personnel himself, must be uploaded along with the bid. The name and educational qualification of other personnel should be given.

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

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

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

- (i) Affidavit (it should be on stamp paper attested by Notary Public)
- (ii) Undertaking regarding minimum investment of cash towards working capital.
- (iii) Undertaking that the Bids shall remain valid for the period specified in Clause 15.1.

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILIBLTY OF CREDIT
FACILITIES**

(CLAUSE 4.2 (g) OF ITB)

BANK CERTIFICATE

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

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

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work on National Highways in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by NHIDCL to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NHIDCL and within the prescribed time.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

Date

To be notarized by Notary

UNDERTAKING

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

UNDERTAKING

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

Date

(On the letter head of the bidder)

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

Undertaking

I, the undersigned do hereby undertake that our firm M/s..... agree to provide and will deploy required equipment as mentioned in the Appendix to ITB of the work

further it is certified that the documents submitted as an evidence of availability of the key equipments for this work as stated in the Appendix to ITB, are genuine and correct. If anything contrary to the details as submitted is found at any stage NHIDCL would be at liberty to debar/blacklist my firm for an appropriate period as decided by NHIDCL.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

(Seal of the company)

Date

(SECTION-IV)

**FORMS OF BANK GUARANTEES
AGREEMENT & LOA**

FORM OF BANK GUARANTEE FOR BID SECURITY

WHEREAS _____ (Name of Bidder) (hereinafter called the Bidder) wishes to submit his Bid for **“Short Term Improvement and Routine Maintenance from Rongli-Chujechenpheri from KM 21.100 to Km 47.700 of NH717B in the State of Sikkim on Item Rate Basis.”** herein after called “the Bid” KNOW ALL MEN by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at (_____) (hereinafter called the „Bank“) are bound unto Managing Director, National Highways & Infrastructure Development Corporation Ltd. (hereinafter called “the Employer”) in the sum of the Rs. _____ (Rupees _____) *for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this day _____ of _____ and undertake to pay the amount of _____ Rs. _____ to the employer upon receipt of his first written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

(i) If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid.

Or

(ii) If the Bidder having been notified of the acceptance of his Bidder by the Employer during the period of Bid validity.

(a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

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

the date of expiry of this guarantee.

This guarantee shall also be operatable at our branch at 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 thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

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

Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below:-

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

Signature of authorized representative of the bank _____

Name and designation _____

Employee code number seal of the bank _____

Signature of the witness (if this is to be witnessed as per bank's policy)

Name of the witness _____

Address of the witness _____

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

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

WHEREAS..... (name and address of contractor) hereinafter called “the contractor” has undertaken, in pursuance of Letter of Acceptance No. Dated..... to execute “**Short Term Improvement and Routine Maintenance from Rongli-Chujechenpheri from KM 21.100 to Km 47.700 of NH717B in the State of Sikkim on Item Rate Basis.**” (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

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

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

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

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

This guarantee shall also be operatable at our branch at 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 thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

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

Bank Guarantee has been sent to authority’s bank through SFMS gateway as per the details below:-

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

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

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

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

Date.....

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

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

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

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

FORM OF LETTER OF APPLICATION

To,
Shri Lakshman Bir Batheja
Dy. General Manager (Project)
National Highway & Infrastructure Development Corporation Ltd.
Dr. Sundeep Pradhan Building,
Link Road, Middle Sichey, Gangtok, Sikkim-737101

Description of works: **“Short Term Improvement and Routine Maintenance from Rongli-Chujechenpheri from KM 21.100 to Km 47.700 of NH717B in the State of Sikkim on Item Rate Basis**

Dear Sir,

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

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

Thanking you,

Yours faithfully,

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

FORM OF LETTER OF ACCEPTANCE

No.

Dated

To

M/s.....

Sub.: “Short Term Improvement and Routine Maintenance from Rongli-Chujechenpheri from KM 21.100 to Km 47.700 of NH717B in the State of Sikkim on Item Rate Basis.”

Sir,

Based on your bid submitted on in compliance of bidding document of NHIDCL for execution of the work of, it is hereby notified that your bid for a contract price of **Rs..... (Rupees in words.....)** has been accepted for and on behalf of NHIDCL

You are hereby requested to furnish Performance Security plus additional security (if any) in the form detailed in para. 33.2 of ITB for an amount equivalent to **Rs..... (Rupees in words.....)** within 10 days as per provisions of clause 33.1 of ITB of the bid document and sign the contract agreement failing which the actions as stipulated in clause 33.3 of ITB shall be taken.

Yours Sincerely,

Lakhshamn Bir Batheja
Dy.General Manager (P)

FORM OF AGREEMENT

AGREEMENT

This agreement made the _____ day of _____ 2019_ between the National Highways & Infrastructure Development Corporation Ltd., New Delhi (hereinafter called “the Employer” of the one part and _ (here in after called “the Contractor”) of the other part.

AND WHEREAS the Employer invited bids from eligible bidders for the execution of certain works, viz “Short Term Improvement and Routine Maintenance from Rongli-Chujechenpheri from KM 21.100 to Km 47.700 of NH717B in the State of Sikkim on Item Rate Basis.”

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

AND WHEREAS the Contractor by a deed of undertaking dated _____ has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

(k) Any other document listed in the Contract Data.

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

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

Binding Signature of Employer ____

Binding Signature of Contractor _

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

For and on behalf of M/s. ____

In the presence of

1. Name :
Address:

2. Name :
Address:

In the Presence of

1. Name:
Address:

2. Name:
Address:

(SECTION-V)

CONDITIONS OF CONTRACT AND CONTRACT DATA

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Section V

Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 41 hereunder.

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

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

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

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

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer and includes technical and financial bids.

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

Days are calendar days; months are calendar months.

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

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

The Defects Liability Period is 12 months calculated from the Completion Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

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

2.2 If sectional completion is specified in the Contract Data, references in the Conditions

of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

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

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

3. Language and Law

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

4. Engineer's Decisions

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

5. Delegation

5.1 The Engineer, duly informing the Employer, may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

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

7.2 The Contractor shall not be required to obtain any consent from the Employer for:

- a. the sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
- b. the provision of labour or labour component.

- c. the purchase of Materials which are in accordance with the standards specified in the Contract.

7.3 Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes sub-contracting of any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:

- a) The Contractor shall not sub-contract the Works more than the limit specified in Contract Data.
- b) The Contractor shall not sub-contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any of his sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

7.4 The Engineer should satisfy himself before recommending to the Employer whether

- a) the circumstances warrant such sub-contracting; and
- b) the sub-Contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

8. Other Contractors

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

9. Personnel

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

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

the Contract.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

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

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

15. Queries about the Contract Data

15.1 Executing Director will clarify queries on the Contract Data.

16. Contractor to Construct the Works & do maintenance

16.1 The Contractor shall construct, install and maintain the Works in accordance with the documents forming part of the contract.

17. The Works to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with specifications and drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

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

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

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

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

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on

the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

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

22. Access to the Site

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

- a. The Engineer
- b. The Employer

23. Instructions

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

23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the Employer if so required by the Employer.

24. Deleted

25. ARBITRATION

The procedure for arbitration will be as follows:

- (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Secretary General of Indian Road Congress.
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Secretary General of Indian Road Congress shall appoint the arbitrator. A certified copy of the order of the Secretary General of Indian Road Congress making such an appointment shall be furnished to each of the parties.

- (c) Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties.
- (e) The cost and expenses of Arbitration proceedings will be borne equally by both parties in accordance with the following fee structure (the signing of the contract shall be the acceptance of the fee structure given below by both the parties):

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

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

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

26 Deleted

B. Time Control

27. Programme

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

28. Extension of the Intended Completion Date

- 28.1 The Engineer shall extend the Intended Completion Date only after the approval of NHIDCL if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.
- 28.2 The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Indented Completion Date.

29. Delays Ordered by the Engineer

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

30. Management Meetings

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

C. Quality Control

31. Identifying Defects

31.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

32. Tests

32.1 The contractor shall be solely responsible for:

- a. Carrying out the mandatory tests prescribed in the documents forming part of contract.
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

32.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

32.3 Subject to further condition in contract data

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

33.1 It is the terms of contract that Periodic renewal from km 63.00 to km 66.00 & Km 69.00 to km 72.00 of NH-10 in the State of Sikkim on item Rate basis work shall be of very high standard, requiring no major repairs for at least twelve (12) months after the date of completion of works.

33.2 If any defects including shrinkage, cracks, other faults appear in the work within six months of "Taking over" certificate, the Engineer shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is for twelve (12) months thereafter. The Defects Liability shall be extended for as long as defects remain to be corrected.

33.3 Every time notice of a defect is given, the Contractor shall correct the notified defect at his own cost within the length of time specified by the Engineer's notice. If the contractor is in default the Engineer shall cause the same to be made good by other workmen and deduct the expenses from any sums that may be due to the contractor.

34. Uncorrected Defects

34.1 If the Contractor has not corrected a Defect/completed the work, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected/completed, and the Contractor will pay this amount.

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

D. Cost Control

35. Bill of Quantities

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

35.3 Changes in the Quantities

35.3.1 If the final quantity of the work-done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change. The Engineer shall follow the guidelines of the Employer to determine the changed rate.

35.3.2 The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the Prior approval of the Employer. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

35.3.3 Change of scope due to six laning or OMT

The proposed section of National Highway in the contract is proposed to be Two laning with paved shoulder in the future hence, the contractor shall not claim anything from NHIDCL on account of earlier termination of the contract i.e. before the expiry of the scheduled contract period on account of award of work for Two laning with paved shoulder of the Highway.

36. Variations

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

37. Payments for Variations

- 37.1 If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate. This shall apply for Variations only up to the limit prescribed in the Clause 35. If the Variation exceeds this limit, the rate shall be derived under the provisions of clause 37.2 and 37.3 for quantities (higher) exceeding the deviation limit.
- 37.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.
- 37.3 If the rate for Variation item cannot be determined in the manner specified in Clause 37.1 or 37.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor and approval from NHIDCL will be taken. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Employer on the rate so determined shall be final and binding on the Contractor.

38. Cash Flow Forecasts

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

39. Payment Certificates

- 39.1 The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.
- 39.2 The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question.
- 39.3 The value of work executed shall be determined, based on measurements by the Engineer.
- 39.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 39.5 The value of work executed shall also include the valuation of Variations and Compensation Events.
- 39.6 The Engineer / Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of

later information.

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

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts Engineer had certified within 28 days of the date of each certificate.
- 40.2 The Authorized Representative of the Employer shall make the payment certified by the Engineer.
- 40.3 Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed to be covered by other rates and prices in the Contract.

41. Compensation Events

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

42. Taxes & Currencies for payments

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

42.2 All payments will be made in Indian Rupees.

43. Price Adjustment - Deleted

43.1. Deleted

43.2. Deleted

44. Security Deposit / Retention Money

44.1 Deleted.

44.2 The performance security will be released to the Contractor when the Defect Liability period is over, and the Engineer has certified that the Defects, if any, notified by the Engineer to the Contractor before the end of this period have been corrected.

44.3 Deleted.

45. Liquidated Damages

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

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

46. Advance Payment: Deleted

47. Securities

47.1 Subject to further condition in contract data, the Performance Security equal to 10% percent of the contract price and additional security for unbalanced bids if any shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a prescribed bank. The Performance Security shall be valid until a date 28 days after the expiry of Defect Liability Period and the additional performance security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion. The validity shall account for additional 3 months' time to account for BG verification, signing of contract and start date

48. Cost of Repairs

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

E. Finishing the Contract

49. Completion

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

50. Taking Over

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

51. Final Account

51.1 The Contractor shall supply to the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the Contractor's revised account.

52. Operating and Maintenance Manual

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

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

53. Termination

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

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

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstitution or amalgamation;
- c) the Engineer/Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

- d) The Contractor does not maintain a Security, which is required;
- e) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 45;
- f) The Contractor fails to provide insurance cover as required under clause 13;
- g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, “corrupt practice” means offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

if the Contractor has not completed at least thirty percent of the value of Work required to be completed after half of the completion period has elapsed;

if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified; and

any other fundamental breach as specified in the Contract Data.

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

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

54. Payment upon Termination

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

54.2 Save and except Cl 35.3.3, if the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the

Works, and the Contractor's costs of protecting and securing the Works and less advance payments outstanding on the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

In case of termination on account of award of 2 laning work stated in Cl 35.3.3, the Engineer shall issue a certificate for the value of work done till termination, less advance payments outstanding, less other recoveries due in terms of contract and less taxes due to be deducted at source as per applicable law.

55. Property

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

56. Release from Performance

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

F. Other Conditions of Contract

57. Labour

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

58. COMPLIANCE WITH LABOUR REGULATIONS

- 58.1 During the currency of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be notified already or that may be notified under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including from his performance security/ retention money. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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

- a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days“ (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are
 - i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishment employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

59. Drawings and Photographs of the Works

- 59.1 The contractor shall do photography/videography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.
- 59.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 59.1, shall be taken or permitted to be taken by the Contractor or by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Videography shall be published or otherwise circulated without the approval of the Engineer in writing.

60. The Apprenticeship Act 1961

60.1 The Contractor shall duly comply with the provisions of the Apprenticeship Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the

said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

ANNEX-I

ARBITRATION RULES OF SAROD

Deleted

Contract Data

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

Clause Reference

1.1

1. The Employer is [Cl.1.1]
Managing Director, NHIDCL
Address: 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001
Name of authorized Representative:
Dy General Manager (Project)
Address: Dr Sundeep Pradhan, Link Road, Middle Sichey, Gangtok-737101

2. The Engineer shall be notified after signing of agreement. [Cl.1.1]

3. The Intended Completion Date for the whole of the Works is 3 months from start date.
[Cl.1.1, 17&28]

4. The Site is located at **“Short Term Improvement and Routine Maintenance from Rongli-Chujechenpheri from KM 21.100 to Km 47.700 of NH717B in the State of Sikkim on Item Rate Basis.”**
Cl.1.1]

5. The Start Date shall be reckoned within 15 days after the date of issue of the Notice to proceed with the work. [Cl.1.1]

6. (a) The name and identification number of the Contract is **“Short Term Improvement and Routine Maintenance from Rongli-Chujechenpheri from KM 21.100 to Km 47.700 of NH717B in the State of Sikkim on Item Rate Basis** [Cl.1.1]

- 3.1 (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]

(b) The language of the Contract documents is English [Cl.3.1]

- 7.1 The limit of subcontracting is NIL [Cl.7.1]

- 8.1 Schedule of Other Contractor – NIL [Cl 8.1]

9.1 . The Technical Personnel are:

[Cl.9.1]

Sl. No.	Personnel	Minimum Qualification and Experience	No. of Persons
1.	Project Manager	B.E. Civil + 3 Years Exp.	1
2.	Site Engineer	B.E. Civil + 1 Years Exp. or Dip. Civil + 5 years Exp.	1
4.	Quantity Surveyor cum Quality Control Engineer	B.E Civil + 1 years Exp. or Dip. Civil + 5 years Exp.	1

Note : The detailed and signed CV"s of the Key Technical Personnel at S. No. 1, signed by the key personnel himself, must be furnished along with the bid. The name and educational qualification of other personnel should be given.

13.1. Amount for insurance are:

[Cl.13.1]

- a) Rupees equivalent to Contract price.
- b) Rupees equivalent to 5% of Contract price.
- c) Rupees equivalent to 5% of contract price
- d) Rupees 20 lakhs for multiple incidents.

And deductible as per premium rate.

14.1 Site Investigation Report – NIL

[Cl 14.1]

27.1. (A) The period for submission of the programme for approval of Engineer shall be 21 days from the issue of Letter of Commencement.

[Cl.27.1]

(B). (a) Identified indented work

(1) Weekly Indent, Monthly Indent, Quarterly Indent and Bi-annual/annual Indent –

3 days before start of week; 7 days before start of month; 15 days before start of quarter and 28 days before bi-annual /annual period concerned

(2) Emergent Indents – Within 24 hours

27.3 Amount to be withheld for delays in submission of updated programme : 1% of value of work corresponding to the updated programme.

32 The period for setting up a field laboratory with the prescribed equipment relevant to items of work in BOQ is 30 days from the days from the date of notice to start work

45.1 (a)	Amount of liquidated damages for delay in completion of works	For whole of work (1/2000)th of the Initial Contract Price, rounded off to the nearest Thousand, per day. For Sectional Completion (wherever specified, in item 6 of Contract Data (1/200)th of initial contract price for 5 km section, rounded off to the nearest thousand per day.
45.1(b)	Maximum limit of liquidated damages for delay in completion of work.	10 per cent of the Initial Contract Price rounded off to the nearest thousand [Cl.45.1]

47.1. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents.
[Cl. 47.1]

53.2 (j) Other fundamental breach is that the contractor has failed to complete 75% of value of indented work in any 3 indents issued by the Engineer.
[Cl 53.2 (j)]

54.1. The percentage to apply to the value of work not completed representing the Employer's additional cost for completing the work shall be 20%.
[Cl.54.1]

(SECTION-VI)

SCOPE OF WORK

SCOPE OF WORK

(The Clauses mentioned below are applicable for relevant items of BOQ only)

Laying of BC, Pot Hole Repair with DBM, other items defined in BOQ shall be governed as per Technical Specifications.

6.1 General

-**Road maintenance** –Laying of BC, Repair of Pot Holes, Clearing of Vegetation

--**Incident management** – providing running and road petrol vehicle including removal of dead animals lying on highways, including removal of dead animal lying on highway and burying them at proper safe location out of ROW.

6.2 Road Maintenance

The Contractor shall be required to perform all routine road maintenance activities along the project roads. The Contractor shall be required to submit Maintenance Report for each component of the works.

The Contractor shall be required to utilise mechanised equipment and methods to perform these obligations.

All maintenance activities shall be carried out in accordance with relevant specifications and IRC codes prescribed in the contract. The requisite quality control directions of the Engineer.

Routine road maintenance means planned works and activities required to ensure public safety, repair small defects and to maintain the road in the required condition. Ad-hoc maintenance means carrying out of unscheduled maintenance occasioned by irregular events such as accidents, natural calamities, abnormal weather conditions and the like.

The routine and ad hoc Road Maintenance shall include, amongst others, activities such as:

- Repairing Local Potholes
- Crack Sealing
- Asphalt Treatment
- Road Sign Maintenance
- Road Markings
- Guard Rail and supplementary road furniture repairs
- Maintenance of Rigid Pavements
- Repair of Fences
- Repairs of Accident Damaged Assets
- Maintenance of Culverts, Drains and Channels
- Clearing of Litter and Debris from roads and structures
- Periodic Maintenance of Flexible Pavement

6.2.1 Horticultural Maintenance: Deleted

6.3 Road property management

The Contractor shall ensure the maximum availability and efficient utilisation of the assets for the NHIDCL. This shall also include the protection of the right of way from encroachments and other unauthorised activities.

For this purpose, the Contractor with the help of the Authority Representative and Revenue Authority shall maintain Land Record Register for entire NH ROW and shall also draw up a comprehensive asset register detailing the condition of the entire existing road and building assets. This asset register shall be maintained and continually updated after any additions to the infrastructure and after each of the required inspections.

Any damage or loss to asset of highway like signage, delineators, boards etc. by way of theft or due to negligence of the Contractor shall be fully recoverable from the Contractor.

6.3.1 Unauthorised Encroachments

The strict enforcement of the requirements of the NHIDCL shall be a significant obligation under the Contract. The NHIDCL shall define the Right of Way and their requirements with respect to un-authorized accesses, encroachments and the like.

The Contractor shall be required to detect report, use its best endeavours and remove all unauthorised encroachments within the right of way as soon as possible. The Contractor shall be required to record all such encroachments and seek any assistance from Police, local authorities and the NHIDCL as it deems fit, in order to ensure that all such encroachments are removed.

At the start of the Contract, the Contractor shall be required to determine all encroachments and unauthorised accesses to the highway, existing at time being granted access to site. The Contractor shall list out the encroachments with a description, location and extent of each encroachment, draw up a method statement and programme for the removal of the unauthorised accesses or encroachments for approval by the NHIDCL. All existing encroachments shall be removed, and unauthorised accesses closed within 3 months of the Contractor being granted access to site.

6.4. Incident Management: Deleted

6.5 Safety Improvement (Engineering Works)

The contractor shall execute junction improvement, provision of Blinkers, flood lights, FOB/PUP, Rumble Strips, Signages etc. and other improvements as proposed by Engineers' Representative. The Contractor shall execute the work strictly as per specifications and drawings. The drawings for same are to be got approved from Engineer's Representative.

6.6 Inspection

Full and complete inspection of the highway section shall be undertaken at appropriate intervals as mentioned in this section & section VIII (Implementation Manual & Maintenance Intervention Levels and as mentioned in Clause 6.13). The Contractor shall provide appropriate testing equipment for qualitative inspections, such as reflectivity meters, straight edges and the like.

6.6.1 Daily followed by weekly and monthly Inspections

Items to be inspected daily on regular basis followed by weekly and monthly inspections shall include:

- Potholes
- Cracking & Patches
- Rutting
- Defective bridge decks area and bump at approach
- User information - road marking and road signs
- Blocked drains
- Toll Management System (Manual) and Tollbooth
- Tow Away Trucks, Cranes etc.
- Frequency of Highway Patrol
- Accidents/Incidence/Road Block

6.6.2 Quarterly Inspections

Items to be inspected at quarterly intervals shall include:

- bridges – structural elements for damage
- culverts – structural elements for damage
- blocked drains
- road marking
- road signs

6.7 Repairs

Repairs arising out of the inspections shall be carried out by the Contractor as per performance standards after a joint assessment with the Engineer and approval of NHIDCL.

6.8 PERFORMANCE STANDARDS

6.8.1 PERFORMANCE STANDARDS FOR MAINTENANCE:

The performance standards define the level at which the proposed facility is to be maintained and operated.

Road Maintenance: (As per MOST Specifications)

SL. NO.	SERVICEABILITY INDICATOR	REQUIRED MAINTENANCE LEVEL	PERMISSIBLE TIME LIMIT FOR DEFECT RECTIFICATION	FREQUENCY OF INSPECTIONS BY THE CONTRACTOR TO ENSURE REQUIRED LEVEL OF SERVICE
1.	Potholes/km (max. Numbers)	5 nos. in a stretch of 5 km.	Two days	Daily on regular basis followed by weekly & monthly inspections
2.	Cracking & patch (max. Permissible)	5.0 per cent of road surface in a stretch of 1 km.	Seven days	- do -
3.	Rutting (20mm), max. Permissible	1.0 per cent in a stretch of 1 km (measured	Three days	- do -

	limit	with 3 m straight edge.)		
4.	Defective bridge decks area and bump at approach (max. Permissible)	Nil	Fifteen days	- do -
5.	User information	All road signs, km stones & road marking in good condition	Seven days	- do -

B) Route operations

SL. NO.	SERVICEABILITY INDICATOR	REQUIRED MAINTENANCE LEVEL	FREQUENCY OF INSPECTIONS BY CONTRACTOR TO ENSURE REQUIRED LEVEL OF SERVICE
1.	Tow away trucks, cranes & ambulances etc.	To reach the incident spot within 30 minutes of incident occurrence	Daily on regular basis
2.	Frequency of highway patrol	Every 4 hours on entire stretch (logging system)	Daily on regular basis
3	Removal of dead animals /birds	To reach the incident spot within 60 minutes of incident occurrence	Daily on regular basis

6.8.2 Performance Standards for Drainage System

The inspection and maintenance shall follow the guidelines specified in IRC: SP35-1990 or any modification to it by Indian Roads Congress.

Pre-monsoon inspection and repairs shall include: detailed condition inspection of all bridges, culverts and the longitudinal drainage system. This shall be followed by repairs as required. Clearance of waterways of cross-drainage (CD) works and

bridge waterways (vegetation, silt) within the right-of-way and 100 m on either side of the right-of-way, clearing the longitudinal and surface drains, repairs to flooring and pitching and face walls which should be brought to intact condition and painting of bridge markings shall be carried out.

- During the monsoon, any blocked vent-ways shall be cleared immediately.

After monsoon a detailed inspection shall be undertaken to identify any severe damage. One month after the cessation of rain, the structures shall be given one coat of white wash or colour wash as a protective measure.

6.8.3 Deleted

6.9 Deleted

6.10 Performance standard for “carrying out cleaning, removing of dust / silt / thrash from carriageway.

- i) This BOQ item is on km basis. The total length of stretch under consideration is taken under this item. However width of carriageway to be kept clean as per BOQ provision, it includes.
 - a) Total width of carriageway (LHS + RHS) including median width.
 - b) Width of service roads (LHS + RHS) wherever service roads are in existence.
 - c) Width of all structures such as flyovers, major bridges, minor bridges, culverts, subways, etc.
- ii) For cleaning of carriageway contractor shall deploy mechanical broom with VTS for total period of contract. The deployment of mechanical broom shall be for at least 20 days / month. Contractor shall maintain log book of this mechanical broom and submit the Xerox of this along with each monthly statements of work done alongwith the report of VTS.
- iii) In addition to mechanical broom contractor shall deploy following men / machinery for each month and total duration of contract.
 - a) One unskilled labour / day (8 hours) for every three km. of stretch of road.
 - b) One superior for every 30 km of stretch of road.
 - c) One tractor with trolley / day (8hours) for every 30 km. of stretch of road.
- iv) The contractor shall maintain separate signed muster rolls of deployed labours & supervisors and log books of tractors. The muster rolls and log books shall be made available for inspection. Xerox copy of log books and muster rolls

shall be submitted along with each monthly statement of work done by the contractor.

- v) The deployment maintained as per (ii) & (iii) is minimum and shall not relieve contractor from his obligation to keep the carriageway clean scopew provisions. It is obligatory on contractor to increase inputs as per requirements of site conditions and Engineers instructions.
- vi) The contractor shall submit daily reports (on next day) of out- puts of men & machinery deployment in the formats approved by Engineer. Failure of which shall attract a penalty of Rs. 1000 / incidence.

6.11 – Performance standard for “Removal of rank vegetation / weeds /etc.

Indent for this work shall be issued once in year by the Engineer. After execution of this indented quantity, it is the sole responsibility of contractor to keep that particular area without any vegetation / weeds / grass for the remaining period of contract (one year). For this purpose he shall make use of men / machinery deployment as in case of performance standard Cl. no. 6.10.

6.12 ADDITIONAL MAINTENANCE STANDARDS

6.12.1 Maintenance standard for cleaning, clearing and repairing roadside lined drains

Scope

- i. The work shall consist of removing material to bring them to original shape/drainage capacity.
- ii. Disposal of sediments, extraneous debris or vegetation growth, blocking flow.

Methods, Tools and Equipment

- i. Safety devices and signs shall be placed as per MoRT&H clause no.112
- ii. The debris, sediments, vegetation growth and excess material shall be excavated. The excavated material shall be disposal off as directed by Engineer-in-charge with all leads and lifts.
- iii. The drain slopes and sides shall be dressed up to original flow line and cross section.

6.12.1.3 Measurements for Payment

The work shall be measured in terms of rm of drain cleaned, cleared and repaired.

Rate

The contract unit rate for cleaning and clearing roadside pucca drains shall mean payment in full for carrying out all the required operations explained above including compensation for:

- a. Setting out and providing safety devices and signs placed in work area. As per MoRT&H clause no.112.
- b. Furnishing all materials to be incorporated in the work including transportation of excavated material and disposing of the same with all leads and lifts.
- c. All labour, materials, tools, equipment, safety measures, testing and incidentals necessary to complete the work to specifications.

6.12.2 Maintenance standard for cleaning, clearing, deepening and reshaping of roadside unlined drains

6.12.2.1 Scope

- i. The work shall consist of cleaning, clearing deepening and reshaping of roadside unlined drains and making shallow lateral drains on shoulders to drain out the rain water/surface water effectively from bituminous surface as well as from roadside berms.

6.12.2.3 Methods, Tools and Equipment

- i. Safety devices and signs shall be placed in accordance to MoRT&H clause no.112
- ii. The unlined drains should be cleaned and cleared off the deposition of sediments, extraneous debris or vegetation blocking free flow in the drain. This work may be carried out manually.
- iii. In case any erosion is noticed then these drains should be deepened/widened in proper slope as directed by Engineer in-charge.
- iv. For draining out the standing water from road edges and unpaved shoulders, the shallow lateral drains at regular intervals shall be made manually as and when required.
- v. The drain slope and sides are neatly dressed up to required flow line and cross section.
- vi. The excess excavated material should be well dressed, watered and compacted in nearby area or transported away from the site with all leads and lifts, as directed by the Engineer in-charge.

6.12.2.4 Measurements for Pavement

The work shall be measured in unit of RM. for roadside drains only and no separate payment shall be made for making shallow lateral drains.

6.12.2.5 Rate

The contract unit rate for cleaning, clearing, deepening and reshaping of roadside unlined drains and making lateral drains on shoulders shall mean payment in full for carrying out all the required operations explained above including compensation for :

- a. setting out and providing safety devices and signs placed in work area. As per MoRT&H clause no.112.
- b. furnishing all materials to be incorporated in the work including all royalties, fees, rents where necessary and all leads/lifts.
- c. Transporting the excavated/recovered material and disposing of the same with all heads and lifts as directed by the Engineer in-charge.
- d. All labour, materials, tools, equipment, safety measures testing and incidental necessary to complete the work to specifications

6.12.3 Maintenance standard for routine maintenance of road signs and delineators, kerbs

6.12.3.1 Scope

- i. The work shall consist of washing of signs, delineators, removal of posters, cleaning of kerbs etc. on a regular maintenance cycle and repair to supporting structures with repainting.

6.12.3.2 Methods, Tools & Equipment

- i. The road signs and delineators should be thoroughly washed using a detergent solution followed by a lean rinse and whole face of the sign shall be dried.
- ii. Defects in supporting structures like bullet holes, surface marks or bent posts shall be repaired with appropriate tools.
- iii. Damaged area shall be cleaned and loose/flaking paint shall be removed. Bullet holes shall be filled with filler and supporting structures shall be painted with first quality enamel paint in two or more coats.

6.13 Monitoring

6.13.1 The Contractor shall submit the daily report (by email) indicating the day's activities and the work executed at site. The Contractor shall also inform any changes observed at site such as road condition, structure damages/changes,

damages to road-signs, crash barriers, railing, encroachments and any other unusual changes at site before 11.00 AM everyday for the preceding 24 hours.

6.13.2 The daily report should be submitted to GM and Engineer on daily basis as per proforma approved by Engineer in consultation with GM, NHIDCL.

6.13.3 The detail summary of these daily inspections and work carried out shall form part of monthly bill in the form of email extracts otherwise payment may not be admissible.

6.14 Deleted

6.15 Deleted

(SECTION-VII)

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

(The Clause mentioned below to the relevant items are applicable only)

7.1 PREAMBLE:

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

7.2 GENERAL REQUIREMENTS

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

7.2.1 PART – I – GENERAL TECHNICAL SPECIFICATIONS

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

PART – II – SUPPLEMENTARY TECHNICAL SPECIFICATIONS

The Supplementary Technical Specifications shall comprise of various Amendments/Modifications/Additions to the „SPECIFICATIONS FOR ROAD AND BRIDGE WORKS” referred to in PART-I above and Additional Specifications for particular item of works not already covered in Part – I.

A particular clause or a part thereof in “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS” (**FIFTH REVISION, April 2013**), referred in Part-I above, where Amended/Modified/Added upon and incorporated in Part-II, referred to above, the Amendment/ Modification/ Addition supersedes the relevant clause or part of the clause.

When an Amended/Modified/Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded clause shall be deemed to refer to the Amended/Modified/Added Clause or part thereof.

In so far Amended/Modified/Added Clause may come in conflict or be inconsistent with any of the provisions of the MOST Specifications under reference, the Amended/Modified/Added clause and the additional specifications shall always prevail.

5.2.2 In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and specifications of IRC and BIS in that order, Where even these are silent, the construction and completion of the works shall conform to sound engineering practice as approved by the Engineer and, in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall

be final and binding on the Contractor.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2017

BETWEEN

National Highways & Infrastructure Development Corporation Ltd (NHIDCL) represented through its Managing Director and having its principal office at 3rd Floor, PTI Building, 4 Parliament Street New Delhi-110001,

(Hereinafter referred as the

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

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

(Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "**Periodic renewal from km 63.00 to km 66.00 & Km 69.00 to km 72.00 of NH-10 in the State of Sikkim on item Rate basis.**", hereinafter referred to as the "Contract".

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

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

AND WHEREAS in order to achieve the above goals, the Principal has appointed an Independent External Monitor (IEM) who will monitor the Tender process and the execution of the contract for compliance with the principles mentioned herein.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties

hereby agree as follows and this Pact witnesses as under:

Article 1: Commitments of the Principal/Owner

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

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

- (1) It is required that each Bidder/ Contractor/ Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/ Contractor(s)/ Consultant (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/ Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize the

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

Article 3: Consequences of Breach

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

- (1) If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/ contractor(s) from the Tender process or terminate/ determine the Contract, if already

- executed or executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/ Owner.
- (2) Forfeiture of EMD/ Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/ Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
 - (3) Criminal Liability: If the Principal/ Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/ Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

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

discharged/determined by the Competent Authority.

Article 7- Other Provisions

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

Article 8- Independent External Monitor

- (1) The Principal appoints a competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/ Contractors as confidential. He reports to the MD, NHIDCL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Sub-contractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to

discontinue or take corrective action, or to take other relevant action. The Monitor can submit non-binding recommendations in this regard. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The Monitor will submit a written report to the MD, NHIDCL, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the MD, NHIDCL a substantiated suspicion of an offence under relevant IPC/PC Act and the MD, NHIDCL does not, within the reasonable time, takes visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Article 9- Legal and Prior Rights

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

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

.....
.....

(For and on behalf of
Principal/Owner)

.....
.....

(For and on behalf of
Bidder/Contractor)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place:

Dated:

(SECTION-VIII)

**IMPLEMENTATION MANUAL AND
MAINTENANCE INTERVENTION LEVELS**

SECTION – VIII

IMPLEMENTATION MANUAL AND MAINTENANCE INTERVENTION LEVEL

(The Clause mentioned below to the relevant items are applicable only)

8.1 Introduction

8.1.1 Maintenance & Rehabilitation work of highway through one agency is the work of typical nature, which shall continue up to the expiry of base period specified in the contract (excluding defect liability period). These works need attention, efficiency, continuous monitoring and responsive management. This implementation manual spells out detailed guide-lines for implementing the maintenance programme successfully, defining the various activities to be accomplished by the Employer and the Contractor.

8.1.2 This work includes routine, periodic, recurrent and urgent maintenance activities to repair highway surface, shoulders, road side, drainage facilities, CD work, signs, markings, safety features and inspection facilities. The works of different nature at scattered locations within specified time frame need to be performed conforming to specifications and standards in order to keep carriageway in perfect condition.

8.2 Maintenance Procedures

8.2.1 The complete maintenance programme shall be spread over the initial base period of three months. There are eight significant procedural areas:

- Maintenance Programme Planning
- Resource Estimation
- Identification of Priorities
- Work Scheduling
- Work Management
- Work Control and Quality Assurance
- Payment Procedures
- Records & Documentation

8.3 Maintenance Programme Planning

8.3.1 The maintenance programme planning shall be in two stages

- a. First Stage: Within 28 days of issuance of Letter of Commencement by the Employer. Contractor & Engineer shall identify the activities of Routine Maintenance, which shall have to be taken up immediately who check the further deterioration of paved and unpaved surface of carriageway separately. To identify these activities formal field inspection shall be carried out by technical staff of Contractor & Engineer. A management meeting shall then be called within 7 (seven) days of inspection to scrutinize the identified works and then these works shall be quantified. Engineer shall then issue indent to contractor for execution of these works specifying quantity to be executed at different locations, amount of works calculated on the basis of the unit rates

quoted by contractor and date of completion. This part of work shall certainly be commenced not later than stipulated date of commencement.

- b. Finalisation of yearly maintenance programme: This activity shall begin with the stipulated date of commencement. The various steps proposed to be taken under this are as under:
 - i. to carryout present state inspection of entire stretch of Highway by Contractor & Engineer.
 - ii. To identify defects as per various available engineering characteristics of road & measurement of all defects in each sub-section (length of subsection shall be 200 m) based on representative measurements for 25 m length in each sub section. The extent of defects shall be recorded in forms finalized in consultation with NHIDCL for paved road, unpaved road and structure / furniture. All Defects with its extent shall be assessed in terms of length & area of the sub section, mentioning chainage (locations) in order to have exact estimate of work.
 - iii. A comprehensive documentation shall be prepared separately by Engineer and Contractor mentioning their assessment of various types of defects in each km of road.
 - iv. Management meetings shall be called within 15 days of inspection to finalise and then to quantify the defects after comparison of measured condition of road and maintenance intervention levels set out in this Section on commonly acceptable basis. This shall be followed by identification of particular maintenance work proposed to be carried out at site to make good the defects noted above, out of various alternatives available in BOQ.

8.4 Resource Estimation

8.4.1 The Engineer shall workout the yearly requirement of funds based on unit prices rates quoted by Contractor and quantities of various items proposed to be executed. A tentative programme shall be drawn on the basis of resources available with the contractor at different times of maintenance period including available establishment, equipment and labour availability with him. Cash flow available with the contractor shall also be basic input to determine proposed maintenance programme.

8.5 Identification of Priorities

8.5.1 The Engineer shall work out order of priority, judiciously in order that jobs that have the stronger claim or resources placed ahead of the list and those having least claim are placed at the end.

8.5.2 The maintenance activities by order of importance shall be reckoned in the following order or as deemed proper by Engineer:

- a. Urgent Works: Emergency repairs, removal of road blockade, repair to road breach, removal of accidental vehicles and dead animals, immediate repairs to CD works.
- b. Recurrent Works: Blading and grading of unpaved surface, spot gravelling of unpaved surfaces, clearing of drains before rains, patch repair, local sealing and repair to pot holes.
- c. Periodic Works: Re-gravelling shoulders, major repair to defective carriageway, road surface markings resealing and repair to CD works.
- d. Other Periodic Works: Laying overlays and reconstruction

8.5.3 The activities mentioned under Routine Maintenance shall be carried out on continuous basis as does not fall in order of priority.

8.5.4 Seasonal variation in the year shall also be influencing factor to decide order of priority of maintenance works.

8.6 Work Scheduling

8.6.1 The maintenance and rehabilitation work of road is of unpredictable nature so quantities shown against each item or work are only representative. It is expected that they would be consumed during the entire base period of works but employer would not be responsible to pay any compensation etc. in case there is variation to any extent in quantity of actual execution of particular item of work with respect to representative quantity shown in BOQ for that particular work.

8.6.2 Scrutinized work proposals shall be negotiated by the Engineer with Contractor for quantity and time to complete those particular activities and accordingly they shall be classified into two groups:

Group – I: Works of short duration of completion (up to 2 months)

Group – II: Works of larger duration of Completion (more than 2 months)

8.6.3 For works under Group I, quarterly indents shall be issued and for works classified under Group 2, bi-annual indents shall be issued by the Engineer. These indents shall mean to identify, quantity the various works which contractor is expected to execute on his unit rates quoted by him at specified locations within the time period assigned in the indents. Each indent shall be treated as part of the work for which contractor has submitted Bids. The terms & conditions applicable in bid document shall also be applicable to these indented works.

8.6.4 In case of urgency requiring immediate actions to remove road blockade, to construct temporary diversion or urgent preventive measures to reduce extent of expected damages or to make precautionary arrangements to handle emergencies,. Engineer shall issue

interim indents for such works / arrangements to be complied with by the contractor in responsible manner without loss of time.

8.6.5 The price of any such work which are not covered with items mentioned in price bid, the rates and prices in the contract shall be used as the basis for valuation of reasonable rates, failing which after due consultation by the Engineer with the Employer and the Contractor; suitable rates or prices shall be decided by the Engineer with the approval of Employer.

8.7 Work Management

8.7.1 The success of Contract maintenance system lies with good work management. The contractor shall draw activities which shall be accomplished by in house crew and portion of the work to be accomplished with sub contractors.

8.7.2

8.7.3 The system of quarterly reports such as budget reports, resources utilisation report, quality control and status of base maintenance programme (planned versus actual) has to be generated in order to evaluate working of contract maintenance system and to work out upgradation / modification required in the programme. The modification to finalised maintenance programme can be made with mutual consent of both the contractor and engineer to derive best results.

8.7.4 The contractor can also consider to introduce communication system (like mobile, etc). on the Highway for better and efficient management of site.

8.8 Work Control & Quality Assurance

8.8.1 The Engineer shall adopt random sampling procedures to ensure quality control. Engineer shall carry out in- process inspections and end product inspections to collect samples and shall carry out testing in order to determine the degree of adherence to the maintenance standards of delivered or constructed material. Any testing / checking of works by Engineer shall not absolve the contractor from his responsibility to execute works strictly in accordance of MoRT&H / IRC / IS specifications or laid down standards in bid document.

8.8.2 A quality control laboratory equipped with all instruments required to perform tests as indicated in MoRT&H / IRC / IS specifications at frequency mentioned therein shall have to be provided by the contractor. Contractor shall ensure that testing of all material delivered or constructed is regularly carried out by his filed staff as per standard norms and results of these tests are recorded in specified manner and made available to Engineer whenever required by him. The contractor shall provide the QC laboratory, as incidental to work and separate payment shall be made for this item. The QC lab shall also be made available to Engineer for conducting tests of his own.

8.8.3 In- process inspections shall be carried out by the Engineer to witness and/ or to verify the quality / quantity of work, when activity is in process with aim to judge justification of

payment. Engineer shall carry out end product inspections after completion of the activity to provide satisfactory evidence about acceptability of the contractors work.

8.8.4 The results of in process inspections, end product inspections and quality control tests shall form basis of acceptance of completed works and issuance of Non Conformance Report (NCR). Items of Works or unit of material or the end product do not meet the specifications / standards shall be identified by “Non-Conformance-Report” and can become basis of rejection of work on establishing the authorized disposition.

8.8.5 Non Conformance Report: Defective or uncompleted work shall not be paid. Such work shall also be notified to the Contractor within 10 days of submission of bill through non-conformance report (NCR). The NCR shall clearly identify the item of work that is non – conforming either to specification or to a specific requirement in the contract document. Once NCR is identified, it shall be evaluated and of the dispositions would be established.

- a. “Do” Identifies the work which has not been done at all at site within specified time limit. An NCR issued with “Do” disposition for the work should immediately be undertaken by contractor.
- b. “Re-Do” Identified the work, that is non conforming of all quality aspects. Such works be totally removed & redone.
- c. “Re-work” Requires part of particular item identified in this category be reworked to bring it to the quality required.
- d. “Use-as-is” Applied where Engineer accepts work “as-is” not withstanding the fact that it does not exactly conform to the contract requirements. This work shall be accepted only for agreed reduced rates with respect to unit rates quoted in financial bid by the contractor otherwise shall be re-classified under disposition “Do” or “Re-Do”.

8.8 Payment Procedure:

8.8.1. The contractor shall submit to the Engineer after the end of each month bill in two copies, each signed by authorized contractor's representative in standard format, showing the amounts to which the contractor considered himself to be entitled upto the end of the month.

8.8.2. The Engineer after scrutiny of the bills shall certify and recommend the payments for completed accepted works within 14 days of presentation of bill to him to the employer subject to deductions as per bid documents.

8.8.3. The employer shall pay the amount due to the Contractor under certificate and recommendations by the Engineer within 28 days after it has been delivered to the Employer.