National Highways & Infrastructure Development Corporation Limited

BUILDING INFRASTRUCTURE - BUILDING THE NATION

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

National Competitive Bid through Percentage Rate tender.
(Through CPP Portal, E-Tendering Mode)

For

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department in the UT of Ladakh (2nd Call)"

November, 2021

O/o Executive Director (Projects)
National Highways & Infrastructure Development Corporation Ltd
Regional Office-Ladakh, Yartsa House near Changspa Farm,
Changspa, Leh -194101, Ladakh

Corporate Head Quarters
National Highways & Infrastructure Development Corporation Ltd
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New Delhi - 110001
CIN No: U45400DL2014GOI269062

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

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"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

SECTION-I

NOTICE INVITING BID
(E-TENDERING MODE ONLY)

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

राष्ट्रीयराजमार्गएवंअवसंरचनाविकासनिगमलिमिटेड

National Highways & Infrastructure Development Corporation Limited

MINISTRY OF ROAD TRANSPORT & HIGHWAYS,
GOVT. OF INDIA

Notice Inviting Bid

(Online e-tender through Central Public Procurement Portal)

No: NHIDCL/Infra/RDD/Ladakh/2021-22/757 **Date: 11.11.2021**

RFP No.: 98/RO-Ladakh/2021-22

RFP for the work of **"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)".**

The Ministry of Road Transport & Highways through National Highways & Infrastructure Development Corporation Limited (NHIDCL) is engaged in the development of National Highways and Infrastructure works. Rural Development Department, UT of Ladakh has entrusted NHIDCL to execute the above referred work. As part of this endeavor, it has been decided to undertake **"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)".**

The National Highways & Infrastructure Development Corporation Limited represented by its Executive Director (P), RO Ladakh now invites bids from eligible contractors for the following project:

State/UT	Name of the work	Estimated Cost exclusive of GST (In Rs.)	Completion period	Defect Liability Period
Ladakh	"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"	89,94,536/-	10 months	1 year

The complete BID document can be viewed / downloaded from official portal of the CPPP website https://eprocure.gov.in/eprocure and website www.nhidcl.com/tenders from 11.11.2021 to 25.11.2021 (upto 1100 Hrs IST). Bidder must submit its Financial bid and Technical Bid at https://eprocure.gov.in/eprocure.

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

1. The following schedule is to be followed for this assignment:

Sl. No.	Particulars	Date
1	Bid Document Download/ Start Date	11.11.2021
2	Clarification / Pre bid queries Start Date	11.11.2021
3	Clarification /Pre bid queries End Date	15.11.2021(1100 Hrs.)
4	Pre bid meeting	15.11.2021 (1500 Hrs.)
5	Bid submission start date	15.11.2021
6	Bid submission End date (physical copy)	25.11.2021(1100 Hrs.)
7	Opening date of Technical Bids	26.11.2021(1100 Hrs.)
8	Opening of Financial Bids (Only of Technically Responsive Bidders)	Will be intimated later

Bid through any other mode shall not be entertained. However, Bid Security Declaration, Document fee, Power of Attorney etc. shall be submitted physically by the Bidder on or before the date mentioned in appendix to ITB. Please note that the NHIDCL reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

Col. Rajeev Kumar (Retd.)
Executive Director (P)
NHIDCL RO-Ladakh, Yartsa
House Near Changspa, Leh
UT of Ladakh - 194101
Phone: 01982-295517
E-mail: nhidcl.leh@gmail.com

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

The details of Individual works forming part of the overall contract are mentioned in the table below:

Sr. No.	State/ UT	Description of the work	Estimated Cost excluding GST (Rs)	Completion period	Defect Liability Period
1	Ladakh	"Link road from Gango to Maneykhang Tongsted"	14,19,595/-	10 months	1 year
2	Ladakh	"Link road from Maneytuchur to Thang Chamshen"	15,27,278/-	10 months	1 year
3	Ladakh	"Link road from Main Road to Methofangsa at Tigger"	11,33,515/-	10 months	1 year
4	Ladakh	"Black topping / Macadamisation of circular road Tsaking yogma Diskit, Nubra"	29,35,990/-	10 months	1 year
5	Ladakh	"Link road Thangkhor Bogdang, Nubra"	19,78,158/-	10 months	1 year
		Total	**89,94,536/-**		

Note:

1. Single tender percentage shall be quoted by the bidder in the BoQ (Priced schedule) which shall be applicable for all works mentioned above.
2. Work shall be awarded to the bidder whose overall bid amount worked out as lowest based on quoted percentage among the responsive tenders.
3. Separate work orders shall be issued for each of the above-mentioned works by Engineer-in-charge.
4. Separate running and final bills shall be prepared for each of the above-mentioned works.
5. Separate site registers shall be maintained for each of the above-mentioned works.
6. Separate extension of time, if any, shall be applied for each of the above-mentioned works.
7. The Schedule of Quantities for each of the work mentioned above is enclosed with RFP.

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

SECTION-II

(INSTRUCTIONS TO BIDDERS AND APPENDIX TO ITB)

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

Section -II

INSTRUCTIONS TO BIDDERS

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"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 The Executing Agency (as defined in the Appendix to ITB) invites bids for "as described in these documents and referred to as "the works". The name and identification number of the works is provided in the Appendix to ITB.

1.2 The successful Bidder will be expected to complete the Works by the intended Completion Date specified in the Contract Data (refer: Conditions of Contract & contract Data).

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

2. Source of Funds

2.1 The expenditure on this project will be provided by Rural Development Department, Government of UT of Ladakh to the National Highways & Infrastructure Development Corporation Limited (NHIDCL).

3. Eligible Bidders

3.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.

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

4. Qualification of the Bidder

4.1 The bid is open to individuals /entity from India only and entity/firm/company having any share of the person resident outside India or is controlled by person resident outside India, is not eligible for the bid.

4.2 All bidders shall include the following information and documents with their bids in Section-III Qualification Information unless otherwise stated in the Appendix to ITB:

a) Scanned copy of original documents defining the constitution or legal status, ownership details, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
b) Power of attorney of signatory of Bid
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 minimum rank of Executive Engineer or equivalent;
d) Scanned copy of certificate from Charted Accountant as a proof of turnover for the past three years; (as per format enclosed Annexure-B)

e) Scanned copy of certificate from Charted Accountant as a proof of Net Worth for the latest audited financial year;(as per format enclosed Annexure-A)
f) 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 matter;
g) Scanned copy of the affidavit on the Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects.
h) Scanned copy of Undertakings as mentioned in Section III Cl.2.
i) Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB & Section III, and to be uploaded by bidder on e-tender portal
j) Scanned copy of proof of payment for cost of tender documents
k) Scanned copy of GST and PAN Registration Certificate
l) Scanned copy of Bid Security Declaration

4.3 a) Bids from joint venture are not allowed.

b) **Deleted**

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/fabrication works only) equivalent to 20% of estimated cost mentioned in NIB during last three-year ending 31st March of the previous financial years duly certified by Chartered Accountant and shall have a minimum Net Worth of 5% (five percent) of the Estimated Cost at the close of the preceding financial year

b) Satisfactorily completed, as a prime contractor similar works during last **Five** years ending last day of month previous to the one in which bids are invited should be either of the following:

i. One similar completed work* costing not less than amount equals to **80% of estimated cost put to tender**.

OR

ii. Two similar completed works* costing not less than amount equals to **60% of estimated cost put to tender**.

OR

iii. Three similar completed works* costing not less than amount equals to **40% of estimated cost put to tender**.

(The "similar** completed **work(s)" means:** ***Construction of Bituminous Roads or Renovation of Bituminous Roads***

(Escalation factor as specified below shall be used to bring the value of such completed works at the level of financial year i.e.,**2020-21)**

Year	Multiplying Factor
One (1) (2020-21)	1.00
Two (2) (2019-20)	1.05
Three (3) (2018-19)	1.10
Four (4) (2017-18)	1.15
Five (5) (2016-17)	1.20

4.4 B Each bidder must produce:

(i) An affidavit on a Stamp Paper of Rs. 100 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 the Appendix to ITB.

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

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

4.6 Bidder who meets the minimum qualification criteria will be qualified only if their available bid capacity is equal to the total estimated cost as mentioned in NIB. The available bid capacity will be calculated as under:

Assessed available Bid capacity = (A*N*2.5-B)

Where;

A= Maximum value of civil engineering works executed in any one year during the last Five years (updated to the price level of the year indicated in Appendix) taking into account the competed as well as works in progress.

N= Number years prescribed as construction time for this tender.

B= Value (updated to the price level of the year indicated in table below under note) of existing commitments, works **for which Appointed Date/Commencement Date has been declared or on-going works** to be completed during the period of completion of the works for which bid is invited. For the Sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/Commencement Date not declared as on Bid Due Date shall not be considered while calculating value of B.

***Note**: The Statement showing the value of all existing commitments, works **for which Appointed Date/Commencement Date has been declared or on-going works** as well as the stipulated period of completion remaining for each of the works listed should certified from the bidder. For any wrong certificate the bidders shall be debarred for a period of 2 years--- The factors for updating of the value of civil engineering works to the price level of the year are indicated as under:*

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Escalation factor	*1.00*	*1.05*	*1.10*	*1.15*	*1.20*

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 by Government agencies.

(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 the proposals with the Bidder's participation 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 Executing Agency will, in no case, be responsible or liable for those costs.

7. Site Visit and Site Location

7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works. The Bidder shall execute the work as per the approved make of material specified in the BOQ of this RFP and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

7.2 The indicative scope of work includes execution of following work:

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

The details of Individual works forming part of the overall contract are mentioned in the table below:

1. Link Road from Gango to Maneykhang Tongsted
2. Link Road from Maneytuchur to Thang Chamshen
3. Link Road from Main Road to Methofangsa at Tigger
4. Black topping / Macadamisation of circular road Tsaking yogma Diskit, Nubra
5. Link Road Thangkhor Bogdang, Nubra

B. Bidding Documents

8. Content of Bidding Documents

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

Volume- I: -

i. Notice Inviting Tender
ii. Instructions to Bidders & Appendix to Bid
iii. Qualification Information
iv. Forms of Bank Guarantee, Agreement & LOA
v. Conditions of Contract & Contract Data
vi. Scope of work& Technical specifications
vii. List of Approved Makes of Materials
viii. Special Conditions of Contract

Volume - II: -

i. Schedule of Quantities of each site
ii. Priced Schedule for Total Project

8.2 The bidder is expected to examine and access the site locations and include all transportation and miscellaneous cost while quoting the bid.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and specifications, bill of quantities and forms 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 technically responsive to the requirements of the Bid Documents, shall be **rejected.**

9. Clarification of Bidding Documents

9.1 A prospective Bidder requiring any clarification on the bid document may notify the Executing Agency in writing or by e-mail (scanned copy) at the Executing Agency's address indicated in the Notice Inviting Tender. The Executing Agency will respond to any request for clarification received earlier than 7 days prior to the deadline for submission of bids. Copies of the Executing Agency's response will be hosted on website or which are required in the opinion of the Executing Agency including a description of the enquiry, but without identifying its source.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Executing Agency 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 the NHIDCL website/e-procurement portal only.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Executing Agency 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 online as per Cl. 4.2 in Sec-II. **Part-II** It shall be named Financial Bid and shall comprise of (i) Schedule of quantiles & ii) Priced bill of quantities.

12.2 **Documents comprising Technical and Financial BID**

The Bidder shall first upload all the project details, net worth details, turnover details and all other details required in this RFP for technical qualification. The Bidder shall ensure that all the details are updated as on the due date of submission of this bid.

12.2.1 The Bidder shall then apply for the RFP on the CPPP website https:// eprocure.gov.in/eprocure/app by submitting the documents mentioned below along with the supporting documents which shall comprise of the Technical BID on the CPPP portal:

Technical Bid

a) Scanned copy of original documents defining the constitution or legal status, ownership details, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
b) 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 minimum rank of Executive Engineer or equivalent;
c) Scanned copy of certificate from Charted Accountant as a proof of turnover for the past three years; (as per format enclosed Annexure-B)
d) Scanned copy of certificate from Charted Accountant as a proof of Net Worth for the latest audited financial year;(as per format enclosed Annexure-A)
e) 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 matter;
f) Scanned copy of the affidavit on the Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects.
g) Scanned copy of Undertakings as mentioned in Section III Cl.2.
h) Copy of online receipt towards payment of cost of Bid document of required amount;

i) Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB & Section III, and to be uploaded by bidder on e-tender portal
j) Scanned copy of GST and PAN Registration Certificate
k) Scanned copy of Bid Security Declaration

Financial Bid

a) To be submitted online on GoI e-tendering portal (https://eprocure.gov.in/cppp) on or before Schedule time given in NIB

12.2.2 The Bidder shall submit the following documents physically by date and time given in Appendix to ITB:

a) Original power of attorney of the signatory of the Bid to commit the Bidder;
b) Original Bid Security Declaration
c) Copy of online receipt towards payment of cost of Bid document of required amount;
d) Original Affidavit duly notarized and undertakings as per Section III;
e) 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 minimum rank of Executive Engineer or equivalent;
f) Scanned copy of certificate from Charted Accountant as a proof of turnover for the past three years; (as per format enclosed Annexure-B)
g) Scanned copy of certificate from Charted Accountant as a proof of Net Worth for the latest audited financial year;(as per format enclosed Annexure-A)
h) 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 matter;
i) Scanned copy of Undertakings as mentioned in Section III Cl.2.
j) Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB & Section III, and to be uploaded by bidder on e-tender portal
k) Scanned copy of GST and PAN Registration Certificate

12.2.3 The documents listed at clause 12.2.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "BID for (Name of the Project)" and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right-hand top corner of the envelope.

12.2.4 The envelope shall be addressed to the officer designated whose Name and Address is given in the Bid document.

12.2.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

12.2.6 BIDs submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

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

Section	Particulars
1	Notice Inviting Bid
2	Instruction to the bidders& appendix to bid
3	Conditions of Contract
4	Contract Data
5	Scope of work & Technical specifications
6	List of Approved Makes of Materials
7	Special Conditions of Contract
8	Schedule of Quantities
9	Price Schedule

13. Bid Prices

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

13.2 **The bidder shall quote bid prices on appropriate format enclosed as part of tender document on https:// eprocure.gov.in/eprocure/app.**

13.3 The bidder is required to quote the percentage amount against the estimated cost excluding GST. GST at the existing rate & applicable laws will be paid to the contractor along with each bill; however, the contractor has to submit the proof of GST payment for this specific work to government before next bill. In case, of non-submission of GST proof, the same will be recovered in the next bill.

13.4 Based on the percentage quoted, the rates and prices 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 price shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity & Bid Document Cost

15.1 Bids shall remain valid for a period of **120** days counted from the last date of submission of Technical bid as mentioned in NIB including the extensions given through the corrigendum's, if any.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Executing Agency 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 e-mail. 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.

15.3 The Bidder is required to pay a non-refundable fee as mentioned in Appendix to ITB towards cost of Bid Document through RTGS/ NEFT/ other online mode to the NHIDCL's designated bank account. Details of designated bank account are as under:

Sr.No.	Particulars	Details
1.	Name of Beneficiary	NHIDCL ESTABLISHMENT ACCOUNT
2.	Beneficiary Bank Account No.	76513070002321
3.	Beneficiary Bank Branch Name and Address	Canara Bank (erstwhile Syndicate Bank) Leh Branch, Tsaskan Complex near LIC Office, Distt. Public library Road, Leh-194101
4.	Beneficiary Bank Branch IFSC	CNRB0017651

The Bidder must **upload Copy of the online payment receipt (UTR/ Reference No./ Transaction ID)** towards payment of cost of Bid document.

15.4 Any bid not accompanied by Bid document fee/cost, shall be rejected by the Executing Agency as non-responsive.

16. Bid Security

16.1 **The Bidder is not required to submit the bid security in Cash/BG/NEFT/RTGS/ FDR/any other online mode.** However, the bidder has to sign a Bid securing declaration accepting that if the bidder withdraw or modify its bid during the period of validity i.e. not less than 120 (one hundred Twenty) days from the bid due date or if the bidder is awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request of the bid documents, the bidder will be suspended for participation in the tendering process for the works of NHIDCL and works under other Centrally Sponsored Scheme, for a period of one year from the bid due date of this work. The bid securing declaration shall be submitted as per the format mentioned in the RFP.A scanned copy of the Bid Securing Declaration shall be uploaded online while applying to the tender.

Note: Forfeiture/ Forfeit and/ or appropriation/ appropriate of bid security mentioned anywhere in the RFP/Contract Agreement shall mean, "the bidder will be suspended for participation in the tendering process for the works of NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work."

16.2 The Bid Security will be forfeited:

a) if the Bidder withdraws the Bid after its submission during the period of Bid validity; **or**
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;** and/or
   iii. **Submit the original documents as specified in Clause 12.2;**
   iv. **Corrupt or Fraudulent Practices as specified in Clause 35.**

17. Alternative Proposals by Bidders

17.1 Bidder shall submit offers that fully comply with the requirement of the bidding document including conditions of contract., Conditional offer or alternate offer will not be considered further in the process of tender 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.

D. Submission of Bids

19. Marking of Bids

19.1 The documents to be submitted in Online Mode should be as per clause 12.2 of ITB

20. Schedule for Submission of Bids: As per the date schedule given in NIB

20.1 Complete E-Bid to be uploaded on e-procurement portal before due date & time.
20.2 The Executing Agency 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 Executing Agency and the bidders previously subject to the original deadline will then be subject to the new deadline.
20.3 The detailed schedule for submission of bid shall be, as given in Appendix to ITB.

21. Deleted

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their e-bids before the deadline prescribed in Clause20.
22.2 No bid may be modified after the deadline for submission of Bids.
22.3 Withdrawal 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.

E. Bid Opening and Evaluation

23. Bid Opening

Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received shall be opened on the date and time mentioned in the Appendix to ITB. 'Financial Bid' of those bidders whose technical bid has been determined to be technically responsive shall be opened on the subsequent date through online process of e-tender, which will be notified to such bidders.

23.1 The Executing Agency will open the "Technical Bid" of all the bids received within due date and time, in the presence of the bidders/bidders' representatives who choose to attend at the time, date specified in the **NIB**. In the event of the specified date for the submission of bids being declared a holiday for the Executing

Agency, the Bids will be opened at the appointed time and location on the next working day.

23.2 In all other cases, the amount of Bid Security Declaration, forms and validity shall be announced. Thereafter, the Executing Agency at the time of opening of Technical bids, will announce the bidders' names and such other details.

23.3 The Executing Agency will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 23.1.

23.4

i. The bids accompanied with valid bid security Declaration will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.

ii. 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 Executing Agency may at his discretion, ask any bidder for clarification of his bid, however, no additional documents in support of clarification will be entertained.

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

23.6 The financial bids of only the responsive 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 Executing Agency may consider appropriate will be announced by the Executing Agency at the time of bid opening.

23.7 The Executing Agency 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 persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Executing Agency's processing of bids or award decisions may result in the rejection of his Bid.

25. Clarification of Bids and Contacting the Executing Agency

25.1. To assist in the examination, evaluation, and comparison of Bids, the Executing Agency 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 email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Executing Agency in the evaluation of the Bids in accordance with Clause 27.

25.2 Subject to sub-clause 25.1, no Bidder shall contact the Executing Agency on any matter relating to his bid from the time of the bid opening to the time the contract

is awarded. If the Bidder wishes to bring additional information to the notice of the Executing Agency, he should do so in writing.

25.3 Any effort by the Bidder to influence the Executing Agency in the Executing Agency'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 Executing Agency will determine whether each Bid

(a) meets the eligibility criteria defined in Clauses 3 and 4;
(b) the required documents uploaded by the bidder are in order; and
(c) is Technically 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 and technical specifications etc.

27. Correction of Errors.

27.1 Financial Bids determined to be Technically responsive will be checked by the Executing Agency for any arithmetic errors.

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

28. Evaluation and Comparison of Financial Bids.

28.1 The Executing Agency will evaluate and compare only the bids determined to be Technically responsive in accordance with Clause 26.

28.2 In evaluating the bids, the Executing Agency will determine for each Bid the evaluated Bid price by adjusting the Bid price after making any correction for errors pursuant to Clause 27;

28.3 **If the Bid of the successful Bidder is seriously unbalanced** then an irrevocable and unconditional guarantee from a Bank should also be submitted in the same form given in Section-IV towards an Additional Performance Security **(the "Additional Performance Security"**) for an amount calculated as under:

a) If the Bid Price offered by the Selected Bidder falls between 15% to 20% lower than Estimated Project Cost, then the Additional Performance Security shall be 10% of the Bid Price offered by the selected Bidder.

b) If the Bid Price offered by the Selected Bidder falls between 20% to 30% lower than Estimated Project Cost, then the Additional Performance Security shall be 20% of the Bid Price offered by the selected Bidder.

c) If the Bid Price offered by the Selected Bidder is lower than 30% of the Estimated Project Cost and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

d) This Additional Performance Security shall be treated as part of the Performance Security.

28.4 Deleted

29. Deleted

F. Award of Contract.

30. Award Criteria.

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

i. To be technically responsive to the bidding documents and who has offered the lowest evaluated Bid price.

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

31.1 Notwithstanding Clause 30, the Executing Agency 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 Executing Agency's action.

32. Notification of Award and Signing of Agreement.

32.1 The bidder who's Bid has been accepted will be notified of the award by the Executing Agency. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Executing Agency will pay to the Contractor in consideration of the execution, completion of the Works, 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.

32.3. The Agreement will incorporate all agreements between the Executing Agency and the successful Bidder. It will be signed by the Executing Agency and the successful Bidder within 7 days of receipt of valid Performance Security for full amount.

33. Performance Security.

33.1 Performance security of **Three (3) percent** of Contract Price shall be furnished by the successful bidder to the Executing Agency in the form of an account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form. The performance Security for the work shall be as mentioned in the Appendix to ITB.

Performance Security is to be furnished within 21 (twenty-one) days after Letter of Acceptance and it should remain valid for a period of 60 (sixty) days beyond the

date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP).

33.2 The performance security, if given in the form of a Bank Guarantee in the name of the Executing Agency, shall be from a Bank as per the details specified below or can be submitted by online mode directly into the NHIDCL's bank account as mentioned in **Data sheet.** Bank Guarantee shall be accepted from Public Sector Banks or Scheduled Private Sector Banks having Net Worth of Rs. 1,000/- Crores or more as per latest annual report of the bank. Authority reserves the right to add or remove any of name's bank on which BG shall be accepted based on advisory from the Government/RBI. **The BGs issued by 'Foreign Banks' and 'Banks not mentioned in the list below' shall not be accepted.**

List of Public Sector Banks	List of Scheduled Private Sector Banks
1. Bank of Baroda	1. Axis Bank Ltd.
2. Bank of India	2. Bandhan Bank Ltd.
3. Bank of Maharashtra	3. CSB Bank Ltd.
4. Canara Bank	4. City Union Bank Ltd.
5. Central Bank of India	5. DCB Bank Ltd.
6. Indian Bank	6. Federal Bank Ltd.
7. Indian Overseas Bank	7. HDFC Bank Ltd.
8. Punjab National Bank	8. ICICI Bank Ltd.
9. Punjab & Sind Bank	9. IndusInd Bank Ltd.
10. State Bank of India	10. IDFC First Bank Ltd.
11. UCO Bank	11. Jammu & Kashmir Bank Ltd.
12. Union Bank of India	12. Karnataka Bank Ltd.
	13. KarurVysya Bank Ltd.
	14. Kotak Mahindra Bank Ltd.
	15. Lakshmi Vilas Bank Ltd.
	16. RBL Bank Ltd.
	17. South Indian Bank Ltd.
	18. Tamil Nadu Mercantile Bank Ltd.
	19. Yes Bank Ltd.
	20. IDBI Bank Ltd.

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 contract and forfeiture of the bid security converted into Performance Security (part) and debarment for a period of 2 years from the date of debarment.

34. Advances.

34.1 The Executing Agency will provide Advances as provided in Clause 46 of General Conditions of Contract.

35. Corrupt or Fraudulent Practices.

The Executing Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in

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

For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them

(a) **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (For avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with Bidding Process, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

(b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

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

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

Appendix to ITB

Clause No.

1.1 The Employer shall be "Rural Development Department, UT of Ladakh" and Executing Agency (Client) shall be NHIDCL represented by Executive Director(P), RO-Ladakh, National Highways & Infrastructure Development Corporation Limited.

Name of Work: **"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)".**

The details of the works are as below:

1. Link Road from Gango to Maneykhang Tongsted
2. Link Road from Maneytuchur to Thang Chamshen
3. Link Road from Main Road to Methofangsa at Tigger
4. Black topping / Macadamisation of circular road Tsaking yogma Diskit, Nubra
5. Link Road Thangkhor Bogdang, Nubra

Identification No of work: RFP No: 98/RO-Ladakh/2021-22

3.1 Bidder may be an individual, private entity, sole or partnership firm, company incorporated and registered in India.

4.4 A **(a)** achieved an average annual financial turnover (in all classes of civil Engineering construction only) equivalent to **20% of the Estimated Cost put to tender** during last three-year ending 31st March of the previous financial year duly certified by Chartered Accountant and shall have a minimum Net Worth of **5% of the Estimated Cost put to tender** at the close of the preceding financial year.

4.4 A

i. One similar completed work** costing not less than amount equals to **80% of the Estimated Cost put to tender**

OR

ii. Two similar completed works** costing not less than amount equals to **60% of the Estimated Cost put to tender.**

OR

iii. Three similar completed works** costing not less than amount equals to **40% of the Estimated Cost put to tender.**

(**The "similar completed work(s)" means ***Construction of Bituminous Roads or Renovation of Bituminous Roads).***

7. Contact person for site inspection: GM (P), PMU-Nubra, NHIDCL

15.3 Bid Document cost (Incl. 18% GST): **Rs.590/- (Rupees Five Hundred and Ninety only)**

16.2 **Bid Security: Nil in cash. However, the bidder has to submit the Bid Security declaration in the prescribed format as mentioned in Section-IV,** Forms of Bank Guarantees, LOA & Agreement

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

20.3 Date Schedule for submission of Bids

Sl. No.	Particulars	Date
1	Bid Document Download/ Start Date	11.11.2021
2	Clarification / Pre bid queries Start Date	11.11.2021
3	Clarification /Pre bid queries End Date	15.11.2021(1100 Hrs.)
4	Pre bid meeting	15.11.2021 (1500 Hrs.)
5	Bid submission start date	15.11.2021
6	Bid submission End date (physical copy)	25.11.2021(1100 Hrs.)
7	Opening date of Technical Bids	26.11.2021(1100 Hrs.)
8	Opening of Financial Bids (Only of Technically Responsive Bidders)	Will be intimated later

33.1 Performance Security:3% of the Contract Price.

Bank Account details of NHIDCL **(only for Bid Document cost)** are given below:

	Particulars	Details
1	Name of Beneficiary	NHIDCL ESTABLISHMENT ACCOUNT
2	Beneficiary Bank Account No.	76513070002321
3	Beneficiary Bank Branch Name and Address	Canara Bank (erstwhile Syndicate Bank) Leh Branch, Tsaskan Complex near LIC Office Distt. Public library Road, Leh-194101
4	Beneficiary Bank Branch IFSC	CNRB0017651

“Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)”

SECTION-III

(QUALIFICATON INFORMATION)

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

(SECTION –III)
QUALIFICATION INFORMATION

The information to be filled in by the Bidder in this section on E-portal & **Scanned Copies of documents to be submitted online** will be used for the purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders.

1. For Individual Bidders

1.1 Constitution or legal status of Bidder

[Upload scanned copy of Original]

Details of Ownership
_____

Place of registration:
_____

Principal place of business:
_____

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

1.3 Total value of Civil Engineering construction work performed in the last three years (in Rs. Lakh) (As per 4.2 (d) of section II, ITB & Annexure- B of Section – III, Qualification Information) (Upload scanned copies of Turnover certificates from Chartered Accountant & also submit original certificate from Chartered Accountant)

2017-2018----------
2018-2019----------
2019-2020----------

Total ----------
Average per year ----------

1.4 **(a)**Work performed as prime contractor, work performed in the past as a nominated sub- contractor duly approved by Employer will also be considered, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature during the last **Five** years to qualify as per ITB.

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

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

** Attach certificate(s) from the minimum rank of Executive Engineer or equivalent*

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

(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 CI 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 in the next N years (Rs Cr)	Escalation factor	Anticipated date of completion	Escalated value of remaining work during completion period of work for which bids are invited
1	2	3	4	5	6	7	8	9	10

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 Latter 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)

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

A = Maximum value of engineering (Civil/ Electrical/ Mechanical) works executed in any one year during the last five years (updated at the current price level), taking into account the completed as well as works in progress. Rs _____ Lakh (enclose the details)

N= Number years prescribed as construction time for this tender.

B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years. Rs_____ Lakh (enclose the details)
N= Number of years prescribed for completion of the work

Assessed Available Bid capacity = (A*N*2.5 – B)

1.5. The bidder must provide information regarding Availability of Key Equipment essential for carrying out the Works.

Item of Equipment	Requirement	Availability Proposals			Page no. of the proof attached
		Owned/Leased/ rented	Nos./Capacity	Age/Condition	
Tipper/Trucks					
Hydraulic Excavator					
Batch Mix Plant					
Concrete Mixer					
Water Tanker					
Transit Mixer					
Vibrators					
Concrete Pump					
Crane/Hydra					
Any Other Equipment/Machinery required to carry out the work					

1.6. Qualifications and Experience of Key Personnel proposed for administration and execution of the Contract. **Attach biographical data for technical personnel.**

Position	Name	Qualification	Year of Experience (General)	Years of experience in the proposed position
Etc.				

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

Note: The detailed and signed CVs of all the Key Technical Personnel, signed by the key personnel himself, be uploaded along with the bid as per proforma given in Appendix to ITB.

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

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

2. Bidders should provide the following affidavits/ undertakings as per formats enclosed hereafter:

(i) Affidavit (it should be on stamp paper attested by Notary)
(ii) Undertaking that the Bids shall remain valid for the period specified in Clause 15.1of ITB.

3. (i) Scanned copy of proof of payment for cost of tender documents
(ii) Scanned copy of GST and PAN Registration Certificate
(iii) Scanned copy of Bid Security Declaration

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

AFFIDAVIT

(To be notarized by Notary)
(in accordance with clause 2(i) of Section III viz. Qualification information)

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

2. The undersigned also hereby certifies that neither our firm M/s_____ have abandoned any work on NHIDCL/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 authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.

_____
(Signed by an Authorized Officer of the Firm)

_____
Title of Officer

_____
Name of Firm

_____
DATE

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

UNDERTAKING

(In accordance with clause 2(ii) of Section III viz. Qualification information)

I, the undersigned do hereby undertake on behalf of our firm M/s [Name of the bidder], that we shall not withdraw or modify our bid during the period of validity from the bid submission date.

I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the Bid, then [Name of the bidder] will be debarred for participation in the tendering process for the works of NHIDCL and other works under other Centrally Sponsored Schemes, for a period of two year from the bid due date of this work.

_____

(Signed by an Authorized Officer of the Firm)

_____

Title of Officer

_____

Name of Firm

_____

DATE

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

Annexure-A

Letter Head of the Statutory Auditor
(Giving phone number, address and email address)

CERTIFICATE OF NET WORTH BY STATUTORY AUDITOR

1. This certificate is being issued on the request of …….. (Name of the Bidder and address) for participating in tender in respect of National Highways and Infrastructure Development Corporation of India Ltd. in accordance with the applicable auditing standards and guidance Note issued by the Institute of Chartered Accountant of India.
2. We M/s ……. (Name of the Statutory Auditor) are statutory auditors of ……. (Name of the Bidder) for the year ended 31st March 20XX (appropriate year may be filled in).

   Note 1: In case the certificate is issued by any firm other than statutory Auditors of a company, the form no. ADT 1. duly filed with the Registrar of Companies is attached.

   Note 2: In cases the Bidder does not have statutory auditor, the firm of chartered accountants that audited last financial statements/books of accounts shall be treated as Statutory Auditor while in case of a company, the statutory auditor shall have same meaning as 'Auditor' defined under the Companies Act, 2013.
3. We have obtained all relevant record and information that were necessary for providing this certificate.
4. We have read and understood the tender documents relating to financial (**e.g. 'Turnover' and 'Net worth**), verified the standalone audited financial statements of …… (Name of the Bidder), books of accounts and other relevant records and information as at 31st March 20XX produced before us by ……..……..(Name of the Bidder), and on basis of such verification, information and explanation given to us, we certify that Net Worth of ……..……..(Name of the Bidder) as on 31 March 20XX has been computed strictly in compliance with the provision of clause 2.2.2.9(ii) of the RFP documents of the NHIDCL and as under:

Sr. No	Particulars	Amount (₹ in lakh)	Remarks
1	Paid of Equity Share Capital (This does not include advance against equity and application money pending allotment)		
2	Reserves and Surpluses (Other equity in case of Financial Statements are prepared under Ind AS) created out of profits)		
2.1	Accumulated Profits		
2.2	Share/Security premium		
2.3	Other Reserves		
	Total		
	Less Accumulated losses, if any		
	Less Miscellaneous expenditure to the extent not written off or adjusted		
	Less Deferred Revenue Expenditure, if any		
	Less write back of depreciation, if any		

	Less any other reserve created out of profits like amalgamation, capital restructuring, first time adoption of Ind AS or debt restructuring prior to full settlement of debts.		

5. This is certified that the Calculation of Net worth is based on **standalone financial statements** of …….…… (Name of the Bidder) prepared in conformity with applicable Accounting Standards and it does not include following components:
   i. Advance against equity;
   ii. Share application money, pending allotment;
   iii. Redeemable or non-redeemable Preference share capital;
   iv. Convertible and non-convertible debentures;
   v. Revaluation Reserves;
   vi. Accumulated losses;
   vii. Write back of depreciation;
   viii. Other comprehensive income, in cases where financial statements are prepared based on Ind AS;
   ix. Reserves created from restructuring of debt etc. till their settlement of debts;
   x. Deferred Tax Liabilities; and
   xi. Impact of restructuring or amalgamation of the bidder.

For XYZ & Associates
Chartered Accountant
(FRN: ……)

Name of CA: ……..
Partner/Proprietor Membership No.: ……
Place: ……
Date: …….
UDIN: ……

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

Annexure-B

Letter Head of the Statutory Auditor
(Giving phone number, address and email address)
CERTIFICATE OF TURNOVER BY STATUTORY AUDITOR

1. This certificate is being issued on the request of ……..(Name of the Bidder and address) for participating in tender in respect of National Highways and Infrastructure Development Corporation of India Limited in accordance with the applicable auditing standards and guidance Note issued by the Institute of Chartered Accountant of India.

2. We M/s ……..(Name of the Statutory Auditor) are statutory auditors of ……..……..(Name of the Bidder) for the year ended 31st March 20XX (appropriate year may be filled in).

   Note 1: In case the certificate is issued by any firm other than statutory Auditors of a company, the form no. ADT 1. duly filed with the Registrar of Companies is attached.

   Note 2: In cases the Bidder does not have statutory auditor, the firm of chartered accountants that audited last financial statements/books of accounts shall be treated as Statutory Auditor while in case of a company, the statutory auditor shall have same meaning as 'Auditor' defined under the Companies Act, 2013.

3. We have obtained all relevant record and information that were necessary for providing this certificate.

4. We have read and understood the tender documents relating to financial and technical capacity (**e.g. 'Turnover' and 'Net worth**), verified the standalone audited financial statements of …… (Name of the Bidder), books of accounts and other relevant records and information as at 31st March 20XX produced before us by ……..……..(Name of the Bidder), and on basis of such verification, information and explanation given to us, we certify as under:

S.No.	Financial year	Turnover (₹ In lakh)
1	Year 1 (2019-2020)	
2	Year2 (2018-2019)	
3	Year 3 (2017-2018)	

In case financial statements of the latest financial year are not audited and therefore, the bidder cannot make it available, the bidder shall provide an undertaking to this effect and statutory auditor shall certify the same. In such case, the bidder shall provide the audited financial statements for five year immediately preceding the year for which the audited annual report is not being produced as per clause 2.2.2.8 of the RFP. In case, undertaking duly certified by statutory auditor is not submitted under such circumstances, the annual turnover for the year for which audited annual financial statements are not available shall be considered as 'Nil' for the purposes of arriving at the average annual turnover.

5. Annual Turnover updated to the price level of the year, based on factors indicated in table xxx of the tender documents, is given below:

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Updation factor	**1.00**	**1.05**	**1.10**	**1.15**	**1.20**
Actual Turnover (₹ In lakh)					
Updated Turnover (₹ In lakh)					

Average Updated Turnover (to the price level of the year) = …… (₹In lakh)

6. This is also certified that the Calculation of turnover is based on **standalone financial statements** of ……..……..(Name of the Bidder) prepared in conformity with applicable Accounting Standards and it does not include any component of indirect tax like GST.

7. This is also certified that the that turnover mentioned in para 5 is in individual capacity of ……..……..(Name of the Bidder) and its share in the Joint Venture where the work had been executed jointly with other party/parties and such a joint venture is not a separate legal entity. Further, the above turnover does not include any turnover related to joint venture or subsidiary having a separate legal entity.

8. This is also certified that turnover mentioned in para 5 is in respect of execution of construction/ civil /engineering activities and does not include any trading activity of ……..……..(Name of the Bidder).

For XYZ & Associates
Chartered Accountant
(FRN: ……)

Name of CA: ……..
Partner/Proprietor Membership No.: ……
Place: ……
Date: ……
UDIN: ……

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

Dated: …….

FORM OF LETTER OF APPLICATION

To,

Executive Director (P),
National Highways & Infrastructure Development Corporation Ltd.
RO-Ladakh: Yartsa House near Changspa Farm, Changspa, Leh,
UT of Ladakh - 194101 Ph. 01982-295517
Email: nhidcl.leh@gmail.com

Name of Work: **"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"**

Identification No: RFP No.: 98/RO-Ladakh/2021-22

Dear Sir,

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

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We **(name of the firm and address of the registered office)** do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), son/daughter/wife of **(Name)** and presently residing at **(Address)**, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of **(Designation),** as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project proposed or being developed by the National Highways & Infrastructure Development Corporation Ltd. (the "Authority") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE……., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……. 2….

For …….
(Signature, name, designation and address) of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:
1.
2.

Accepted
…… (Signature)
(Name, Title and Address of the Attorney) (Notarized)

Person identified by me/ personally appeared before me/ Attested/ Authenticated*
(*Notary to specify as applicable)
(Signature Name and Address of the Notary)

Seal of the Notary
Registration No. of the Notary
Date……

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate.*

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

Bid Securing Declaration

(Refer Clause 16)

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, **[Name of the bidder],** either sole or in JV, shall not be withdrawn or modified during the period of validity i.e., not less than 120 (one hundred twenty) days from the bid due date.

I, on behalf of the bidder, **[Name of the bidder]**, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in clause 33 of the Request for Proposal (RFP), then **[Name of the bidder]**will be suspended for participation in the tendering process for the works of NHIDCL and works under other Centrally Sponsored Schemes, for a period of two years from the bid due date of this work.

(Signature of the Authorized Signatory)
(Official-Seal)

SECTION-IV

(FORMS OF BANK GUARANTEES, LOA AND AGREEMENT)

(SECTION-IV)
FORMS OFBANK GUARANTEES, LOA & AGREEMENT
Form of Bank Guarantee
[Performance Security/Additional Performance Security]

To
National Highways and Infrastructure Development Corporation Limited [name of Authority]
Yartsa House near Changspa Farm, Changspa, Leh, UT of Ladakh-194101 [address of Authority]

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

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

AND WHEREAS we, ...throughour branch at .....
(the "**Bank**") have agreed to furnish this Bank Guarantee (hereinafter called the "**Guarantee**") by way of Performance Security.

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [General Manager of National Highways & Infrastructure Development Corporation Limited], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank,

[1] Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

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

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

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

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

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

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

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

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

"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

12. This guarantee shall also be operatable at our ICICI Branch at Leh, Ladakh, 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.

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

Sr. No.	Particulars	Details
1.	Name of Beneficiary	NHIDCL UT Ladakh Project Account
2.	Beneficiary Bank Account No.	362305000136
3.	Beneficiary Bank Branch Name and Address	ICICI Bank Leh Ladakh
4.	Beneficiary Bank Branch IFSC	ICIC0003623

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

SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

FORM OF LETTER OF ACCEPTANCE

No. …… Dated …….

To
M/s…….

Sub.: ……. Name of Work ……

Sir,

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

You are hereby requested to furnish unconditional Performance Security in the form detailed in para 33.2 of ITB for an amount equivalent to **Rs…….** (**Rupees in words……)** within 21 days as per provisions of clause 33.1 of ITB of the bid document and failing which the actions as stipulated in clause- 33.3 of ITB shall be taken. You are also required to sign the contract agreement within 7 days from the receipt of the valid performance security.

Thanking you,

Yours faithfully,

(……..)
Authorized Signatory

FORM OF AGREEMENT

AGREEMENT

This agreement made the _____ day of _____ 20_____ between the National Highways & Infrastructure Development Corporation Limited, New Delhi (hereinafter called "the Executing Agency" of the one part and _____ _____ (here in after called "the Contractor") of the other part.

AND WHEREAS the Executing Agency invited bids from eligible bidders for the execution of certain works, viz ……

AND WHEREAS pursuant to the bid submitted by the Contractor, vide _____ (here in after referred to as the "BID" or "ÖFFER") for the execution of works, the Executing Agency 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.

    i. Agreement,
    ii. Contractor's Bid including Financial Bid Form
    iii. Contractor's subsequent letter offering unconditional and voluntary rebate / acceptance for correction of error in the priced schedule, if any.
    iv. Contract Data
    v. Conditions of Contract
    vi. Letter of Acceptance
    vii. Letter of Commencement
    viii. Scope of work
    ix. Technical specifications
    x. List of Approved Makes of Materials
    xi. Bill of Quantities and
    xii. 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 Executing Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Executing Agency to

execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.

5. the Executing Agency 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 Executing Agency through his Authorized Representative and the said Contractor through his Power of Attorney holder.

Binding Signature of Executing Agency _____

For and on behalf of National Highways & Infrastructure development Corporation Limited, New Delhi

Binding Signature of Contractor _____

For and on behalf of M/s. _____

In the presence of
1. Name:
Address:

2. Name:
Address:

In the Presence of
1. Name:
Address:

2. Name:
Address:

(SECTION –V)

(CONDITIONS OF CONTRACT & 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.

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

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

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

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

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

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

1.8. **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Executing Agency and includes technical and financial bids.

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

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

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

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

1.13. **The Defects Liability Period** is the period named in contract data and calculated from the Completion Date.

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

1.15. **The Employer** is Rural Development Department, Leh, Government of UT of Ladakh,

1.16. Authority is NHIDCL represented by the Managing Director

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

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

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

1.20. **The Initial Contract Price** is the Contract Price listed in the Executing Agency's Letter of Acceptance.

1.21. **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-in-charge by issuing an extension of time after the approval from Executing Agency.

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

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

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

1.25. **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.

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

1.27. The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It is the date from which the time period for completion of the project mentioned in the contract is reckoned.

1.28. 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.

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

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

1.31. The **Works** are what the Contract requires the Contractor to construct, install, maintain, and handover to the Executing Agency, 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 - in-charge 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.

i. Agreement,
ii. Contractor's Bid including Financial Bid Form
iii. Contractor's subsequent letter offering unconditional and voluntary rebate / acceptance for correction of error in the priced schedule, if any.
iv. Contract Data
v. Conditions of Contract
vi. Letter of Acceptance
vii. Letter of Commencement
viii. Scope of work
ix. Technical specifications
x. List of Approved Makes of Materials
xi. Bill of Quantities and
xii. Any other document listed in the Contract Data.

3. Language and Law

3.1 The language of the Contract is English, and the law governing the Contract is the law of Union of India as stated in the Contract Data.

4. Engineer -in-charge 's Decisions

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

5. Delegation

5.1 The Engineer -in-charge, duly informing the Executing Agency, 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 **Sub- Contracting for this work is not allowed.** The Contractor shall not sub-contract any portion of the work under any circumstances.

7.2 The Contractor shall not be required to obtain any consent from the Executing Agency 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 Executing Agency 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 Executing Agency. 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.

7.3 The Engineer-in-charge should satisfy himself before recommending to the Executing Agency 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

8.1The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Executing Agency 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 Executing Agency may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

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

9. Personnel

9.1 The Contractor shall employ the technical personnel named in the Contract Data. The ED, NHIDCL will approve any proposed replacement of technical personnel (except Project Manager) 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, a penalty of Rs. 50,000/- per month in case of Project Manager and Rs. 25,000/- per month in case of other key personnel will be imposed upto a maximum period of 3 months. Thereafter, it will be treated as a breach of contract and action will be taken as per clause 53. The replacement of Project Manager will be approved by Engineer-in-charge in Charge after the approval of Executing Agency.

9.2 If the Engineer-in-charge 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. Executing Agency's and Contractor's Risks

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

11. Executing Agency's Risks

11.1 The Executing Agency is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Executing Agency’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, are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor at his cost shall provide, in the joint names of the Executing Agency 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-in-charge for the Engineer-in-charge'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 Executing Agency may affect the insurance which the Contractor should have provided and recover the premiums 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-in-charge.

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. However, at the time of execution, the contractor may carry out necessary site investigation for design of the foundations in consultation with the Engineer-in-charge.

15. Queries about the Contract Data

15.1 The Executive Director (P), NHIDCL, RO-Ladakh will clarify queries on the Contract Data.

16. Contractor to Construct the Works & maintenance during defect liability.

16.1 The Contractor shall construct, install and maintain the Works during defect liability period in accordance with the documents forming part of the contract. No payment for maintenance during defect liability period is payable.

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-in-charge, and complete them by the Intended Completion Date.

18. Approvals

18.1 The Contractor shall adhere to Specifications, Design and Drawings including quantities of each item as detailed in this RFP and the Contract Agreement. In case of any deviation in this regard due to work exigencies, the contractor shall submit a request along with detailed Specifications, Design and Drawings including quantities of each item, rate proposed supported by market rate analysis, to the Engineer-in-Charge(which are aligned with the RFP documents) within 15 days of signing of Contract Agreement or the need for such item arises, who shall approve them after proof checking within 7 days, if they comply with specifications and drawings.

18.2 Deleted

18.3 The Engineer-in-charge 's approval shall not alter the Contractor's responsibility for design of all Works.

18.4 The Contractor shall obtain approval of third parties to the design of all the Works, where required, as directed by the Engineer-in-charge.

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-in-charge before their use.

18.6 The Contractor shall construct the structures as per contract specifications and as per the design approved by the Engineer-in-charge. In case of any deficiencies, the same will be intimated to the contractor for rectification.

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 Executing Agency. The Contractor shall notify the Engineer-

in-charge of such discoveries and carry out the Engineer-in-charge 's instructions for dealing with them.

21. Possession of the Site

21.1 The Executing Agency 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 and to any place where material or plant are being manufactured /fabricated / assembled for the works to the Engineer-in-charge and any person/persons/agency authorized by:
The Engineer-in-charge
The Executing Agency

23. Instructions

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

23.2 The Contractor shall permit the Executing Agency 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 Executing Agency if so required by the Executing Agency.

24 Maintenance

24.1 The contractor shall maintain the Roads/ buildings/structure during the defect liability period of **One (1) year** which is reckoned from the actual recorded date of completion of the project. No separate payment will be made to the contractor for maintenance during the defect liability period.

25. Dispute and Arbitration

25.1 Dispute Resolution

(i) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 25.2.

(ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

25.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Authority's Engineer-in-charge, or such other person as the Parties may mutually agree upon (the "Conciliator") to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Conciliator or without the intervention of the Conciliator, either Party

may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 30 (thirty) business day period or the Dispute is not amicably settled within 30 (thirty) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 25.1. or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 25.3 but before resorting to such arbitration, the parties agree to explore conciliation by the Conciliation Committees of Independent Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and notified by the Authority on its website including its subsequent amendments. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation ACT 1996, with upto dates amendments notified by the Government of India. In case of failure of the conciliation process even at the level of the Conciliation Committee, either party may refer the Dispute to arbitration in accordance with the provisions of Clause 25.3.

25.3 Arbitration

(i) Any dispute which remains unresolved between the parties through the mechanisms available/ prescribed in the Agreement, irrespective of any claim value, which has not been agreed upon/ reached settlement by the parties, will be referred to the Arbitral Tribunal as per the Arbitration and Conciliation Act.

(ii) Deleted

(iii) The Arbitral Tribunal shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 25 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

(iv) The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

(v) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

(vi) In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy-five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120 % (one hundred and twenty per cent) of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten per cent) per annum from the date of interim payment to the date of final settlement of such balance.

25.4 Adjudication by Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Contractor and the

Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 25.3, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction viz. the Adjudicature of High Court of Jammu & Kashmir stationed at Srinagar, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

26 Deleted

B. Time Control

27. Programme

27.1 The Engineer-in-charge shall issue a Notice to proceed for all the site locations to the contractor immediately after signing of agreement. The Contractor shall submit to the Engineer-in-charge 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-in-charge for approval an updated Programme at intervals. If the Contractor does not submit an updated Programme within this period, the Engineer-in-charge 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-in-charge 's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-charge 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-in-charge 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-in-charge shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer-in-charge 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 intended Completion Date.

29. Delays Ordered by the Engineer-in-charge

29.1 The Engineer-in-charge may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

30.1 **Either the Engineer**-in-charge **or the Contractor may require the other** to attend a management meeting. The business of a management meeting shall be to review the plans for the remaining Works and to deal with matters raised in accordance with the early warning procedure.

30.2 The Engineer-in-charge 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-in-charge 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-in-charge shall check the Contractor's work and notify the Contractor of any Defects that are noticed. Such checking shall not absolve the contractor from its obligations and its responsibilities. The Engineer-in-charge may instruct the Contractor to search for a Defect and to uncover and test any work (existing work/work executed by the contractor) that the Engineer-in-charge 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 technical specifications forming part of contract.
b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
c. The Authority/Executing Agency may engage third party for testing of executed items. The payment for the same would be made by the Authority/ Executing Agency

32.2 If the Engineer-in-charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work (executed by the contractor) has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the cost of such tests shall be borne by the Authority otherwise by the Contractor.

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

33.1 The Engineer-in-charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the reasonable time specified by the Engineer-in-charge's notice as per good industry practice. If any defect including shrinkage cracks, other faults appears in the work within defect liability period, the Engineer-in-charge shall give Notice to the Contractor of such defects before end of defect liability period and shall extend the defect liability period as long as defects remain to be corrected.

34. Uncorrected Defects/ Incomplete Works

34.1 If the Contractor has not corrected the Defect, to the satisfaction of the Engineer-in-charge, within the time specified in the Engineer-in-charge's notice/indent, the Engineer-in-charge will assess the cost of having the Defect corrected and get the defects rectified through some other agency and the Contractor will pay 1.2 times of this amount.

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

D. Cost Control

35. Bill of Quantities

35.1 The Bill of Quantities (priced schedule) to be submitted by the Contractor along with financial bid shall be for percentage amount against the estimated cost of work for the construction, maintenance upto the completion of defect liability period of structures under the scope of this project. It also includes installation, testing, and commissioning of all components of the whole project and for comprehensive annual maintenance contract of the E&M system/equipments during the four-year period beyond the one-year Defect Liability Period, to be carried out by the Contractor.

35.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid as per clause 40.2 for the quantity of the work done at the rates in the Bill of Quantities for each item for the work executed.

35.2.1 The Contract Price (exclusive of GST) for this Agreement is **Rs. ……Crore**.

35.2.2 The Contractor shall enclose the computerized measurements (three copies) of all items of work executed (sub-head –wise) till the date of submission of running bills for verification by Engineer-in-Charge and record. Concealed measurements shall be submitted to Engineer-in-Charge at least 3 days prior to the date they are concealed.

35.3 **Changes in the Quantities**

(i) The quantities mentioned in Bill of Quantities may vary for which variations as per clause 36 will be issued.

36. Variations (Deviation in quantities / Extra items/ Substituted items)

36.1 All variations shall be included in updated programmes produced by the Contractor. The Engineer-in-charge shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order + 50% of original BOQ value of single BOQ item subject to maximum of 50% of original Contract value for any or all items executed as variation in quantities / Extra items / Substituted items either individually or together. **However, this 50 % limit is further subjected to the available funds sanctioned for the project.**

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. A statement of all such anticipated items which are likely to be deviated shall be submitted to the Engineer-in-charge well in advance for obtaining prior approval.

37.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer-in-charge shall derive the rate from similar items in the Bill of Quantities and if it cannot be derived from similar item in Bill of Quantities then the rate will be derived as per Clause 37.3.

37.3 The Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer-in-charge the rate which he proposes to claim, supported by analysis of the rates. The Engineer-in-charge shall assess the quotation and determine the rate based on prevailing market rates within 15 days of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the DAR of CPWD.

37.4 If the quantities of individual BoQ items have a variation beyond +50% permissible limit of original BoQ value of such item, then approval for such variation shall be taken prior to the execution of item from the Engineer-in-charge in writing. However, the Total variation for such quantities shall be subjected to a maximum value of 50% of original contract price. The rate for such item will be determined as per provisions under clause 37.2 & 37.3 as stated above.

37.5 If during the progress of work, any extra / unforeseen item is to be executed as per exigencies of the work, then approval for such Extra / unforeseen item shall be taken prior to the execution of item from the Engineer-in-charge in writing. A statement of all such anticipated items shall be submitted to the Engineer-in-charge well in advance for obtaining prior approval. However, the Total variation for such items shall be subjected to a maximum value of 50% of original contract price. The rate for such item shall be paid as per prevailing market rates. For this purpose, the Contractor shall, within 14 days of the issue of order of execution of Extra item, inform the Engineer-in-charge the rate which he proposes to claim, supported by analysis of the rates. The Engineer-in-charge shall assess the quotation and determine the rate based on prevailing market rates within 15 days of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the DAR of CPWD.

37.6 If during the progress of work, any item is proposed for substitution due to structural / Architectural requirements as per the exigencies of the work, then approval for such substituted item shall be taken prior to the execution of item from the Engineer-in-charge in writing. A statement of all such anticipated items shall be submitted to the Engineer-in-charge well in advance for obtaining prior approval. However, the Total variation for such items shall be subjected to a maximum value of 50% of original contract price. The rate for such item will be determined as per provisions under clause 37.2 & 37.3 as stated above.

37.7 In case of any ambiguity or absence of clarity or non-provision of unexpected clauses, then the provision available in the CPWD General Conditions of Contract for Construction works 2020 will be adopted for this work. However, the provisions stated in clauses & sub clauses of 36 & 37 will precede to CPWD clauses in case of ambiguity, while implementing the same.

38. Cash Flow Forecasts

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

39. Payment Certificates

39.1 The Contractor shall submit to the Engineer-in-charge in accordance of clause 40.2 the value of the work executed with supporting documents such as invoice of purchase items. For arriving at the value of work executed, measurements of each item of work executed at site shall be measured in specified unit upto two decimal places.

39.2 The Engineer-in-charge shall check the Contractor's statement within 7 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-in-charge.

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

39.6 The Engineer-in-charge 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 to rectify the mistakes with detail justification acceptable to Executing Agency.

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 Engineer-in-charge's 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.

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 Executing Agency shall pay the Contractor the amounts Engineer-in-Charge had certified within 30 days of the date of each certificate.

40.2 The contractor shall submit to the Engineer-in-Charge bill in three copies and the Authorized Representative of the Executing Agency shall make the payment certified by the Engineer-in-charge.

40.3 The Contractor shall submit to the Engineer-in-Charge a bill for the work executed for each building separately. The minimum value of work of all the executed items for each building should be 5% of the Total Contract Price (Civil, Architectural, Electrical, HVAC, PHE & Fire Fighting) of that building for the purpose of claiming of running bill.

40.4 Deleted

40.5 Deleted

40.6 GST charges at applicable rates on the actual value of the work done in every running bill shall be reimbursed subject to furnishing documentary evidence of having paid to Government the GST charges reimbursement paid in the previous bill. The documentary evidence shall be specific to the work.

40.3 Payment for the contract will be made in first and final bill after successful completion of the work. No interim bills shall be paid.

41. Compensation Events

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

a) The Engineer-in-Charge orders a delay or does not issue/approve drawings, specifications or instructions required for execution of works in reasonable time.
b) The Engineer-in-Charge gives an instruction for dealing with an unforeseen condition, caused by the Executing Agency, or additional work required for safety or other reasons.
c) Other contractors, public authorities, utilities or the Executing Agency does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

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-in-charge shall decide whether and by how much the Intended Completion Date shall be extended after the approval of the Executing Agency.

41.3 The contractor shall not be entitled to compensation to the extent that the Executing Agency's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer-in-charge /Executing Agency.

42. Currencies for payments

All payments will be made in Indian Rupees.

43. Deleted

44. Security Deposit / Retention Money

44.1 The Executing Agency shall retain security deposit (Retention Money) of **five percent** of the amount from each payment due to the Contractor until Completion of the whole of the Works. The bid security paid while submission of tender will be converted into Retention Money.

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

44.3 If the contractor so desires then the Security Deposit/retention money can be released on submission of unconditional Bank Guarantee at the following two stages: -
(a) At a point after the progress of work in financial term (gross value of work done) has reached 50% of the contract amount
(b) After the retention money has been deducted to the full value (5% of the Contract Amount).

45. Liquidated Damages

45.1 The Contractor shall pay liquidated damages to the Executing Agency 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 Executing Agency may deduct liquidated

damages from payments due to the Contractor and/ or Performance Bank Guarantee. 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-in-charge 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 **three (3) percent** of the contract price shall be provided to the Executing Agency no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a prescribed bank. The Performance Security shall be valid until a date 60 days after the expiry of Defect Liability Period The validity shall account for additional 45days 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 When the whole of the works has been completed as per the provision of the Contract, the Contractor shall request the Engineer-in-charge to issue a certificate of Completion of the Works. The Engineer-in-charge shall, within 14 days of the date of receipt of such request, either issue to the Contractor, with a copy to the Executing Agency, a completion certificate, stating the date on which, the works were completed in accordance with the contract, or give instructions in writing to the contractor specifying all the work which, in the Engineer-in-charge's opinion, is required to be done by the Contractor before the issue of such certificate.

50. Taking Over

50.1 The Executing Agency shall take over the Site and the Works within fifteen days of the Engineer-in-charge 's issuing a certificate of Completion.

51. Final Account

The Contractor shall supply to the Engineer-in-charge 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-in-charge 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-in-charge 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-in-charge 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. "As built" Drawings

Deleted

53. Termination/Foreclosure

53.1 The Executing Agency 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-in-charge;
b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstitution or amalgamation;
c) the Engineer-in-charge /Executing Agency 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-in-charge;
d) the Contractor does not maintain a Security, which is required;
e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 45;
f) the Contractor fails to provide insurance cover as required under clause 13;
g) if the Contractor, in the judgement of the Executing Agency, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this paragraph, **" Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (For avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with Bidding Process, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
h) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process; if the Contractor has not completed at least thirty percent of the value of Work required to be completed after half of the completion period has elapsed;
i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified; and
j) any other fundamental breach as specified in the Contract Data.

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

53.4 Notwithstanding the above, the Executing Agency may terminate the Contract for convenience.

53.5 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.

53.6 Foreclosure- NHIDCL may foreclose the contract before the expiry of the scheduled contract period due to administrative decision by giving one month Notice.

54. Payment upon Termination / Foreclosure

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-charge shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate and less the 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 Executing Agency exceeds any payment due to the Contractor, the difference shall be a debt payable to the Executing Agency and Executing Agency may recover the same from Performance Bank Guarantee.

55. Property

All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Executing Agency for use for completing balance work if the Contract is terminated because of the Contractor's fundamental breach of contract.

56. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Executing Agency or the Contractor, the Engineer-in-charge 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-in-charge, deliver to the Engineer-in-charge a return in detail, in such form and at such intervals as the Engineer-in-charge 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 - in-charge 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/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer-in-charge /Employer shall have the right to deduct any money due to the Contractor including from his performance security/retention money. The Employer/Engineer-in-charge 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 establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

j) **Industrial Disputes Act 1947**: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) **Industrial Employment (Standing Orders) Act 1946**: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

l) **Trade Unions Act 1926**: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) **Child Labour (Prohibition & Regulation) Act 1986**: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

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

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

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

q) The Arbitration and Conciliation Act 1996 (Amended up to 2019): An Act to consolidate and amend the law relating to domestic arbitration, international commercial arbitration and enforcement of foreign arbitral awards as also to define the law relating to conciliation and for matters connected therewith or incidental thereto.

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-charge in writing. No photograph of the works or any part thereof or plant employed thereon, 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 Executing Agency in writing. No photographs/ Videography shall be published or otherwise circulated without the approval of the Executing Agency in writing.

Contract Data

Clause Reference

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

1.1 (a) The Employer is [Cl.1.1]

Director, Rural Development Department, Leh,
Government of UT of Ladakh

Through Executing Agency

(b) Executive Director(P)

National Highways & Infrastructure Development Corporation Ltd.
RO-Ladakh: Yartsa House near Changspa Farm, Changspa, Leh,
UT of Ladakh - 194101 Ph. 01982-295517
Email: nhidcl.leh@gmail.com

Name of authorized Representative: Executive Director (P)

(C) Authority: NHIDCL represented by its Managing Director

1.1 **The Engineer-in-Charge is:**

Designation: General Manager (P)

Address: NHIDCL, PMU-Nubra [Cl.1.1]

1.1 The intended date of completion: Actual Date of commencement + Completion period as defined in NIB [Cl.1.1, 17 & 28]

1.1 Site is located at five places in Nubra, Leh, in the Union Territory of Ladakh as mentioned below:

1. Link Road from Gango to Maneykhang Tongsted
2. Link Road from Maneytuchur to Thang Chamshen
3. Link Road from Main Road to Methofangsa at Tigger
4. Black topping / Macadamisation of circular road Tsaking yogma Diskit, Nubra
5. Link Road Thangkhor Bogdang, Nubra

[Cl.1.1]

1.1 The Start Date shall be from 7thday after the date of issue of the Letter of commencement (or) the date of handing over of site whichever is later. [Cl.1.1]

1.1 The name and identification number of the Contract **"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"**

Identification No: RFP No: 98/RO-Ladakh/2021-22 [Cl.1.1]

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

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

7.3 **(a)** The limit of subcontracting is 0%**.** [Cl.7.1]

8.1 Schedule of Other Contractor – **NIL** [Cl.8.1]

9.1 Key personal to be employed by the contractor

a) Engineering Graduate or Diploma holder (civil) - 1 No – Project Manager

b) Diploma holder (civil)- 1 No – Site Engineer

13.1. Amount for insurance is: [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 10 lakhs for multiple incidents
And deductible as per premium rate.

14.1 Site Investigation Report – NIL [Cl 14.1]

27.3 Amount to be withheld for delays in submission of updated Programme: Rs. 1000 per day upto a maximum limit of Rs 50,000.00.

33 The Defects Liability Period for all items under the work is **01(One) year** from the date of completion of the work.

40.3 No Interim bills shall be paid to the Contractors for the work.

45.1 (a) Amount of liquidated damages for delay in completion of works — 0.05 percent of the Contract price, rounded off to the nearest thousand, per day with the minimum of Rs. 5000/- per day

(b) Maximum limit of liquidated damages for delay in completion of work. — 5 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 Executing Agency shall be an <u>un-conditional</u> Bank Guarantee of the type as specified in the Bidding Documents.

[Cl. 47.1]

54.1. Deleted

54.2 For analyzing the market rate of extra item, if any, the contractor profit and over heads shall be considered as 15%. [Cl.54.1]

(SECTION –VI)

(SCOPE OF WORK AND TECHNICAL SPECIFICATIONS)

Scope of Work& Technical Specifications

Scope of Work under this Contract

The Scope of work under this Contract includes the following (Ref: Schedule of Quantities)

1) "Link road from Gango to Maneykhang Tongsted"

a) Total length of the road is 630 m.
b) Width of the pavement is 3.5 m.
c) Thickness of the GSB is 75 mm and width is 4.1 m (as per IRC SP 20).
d) Width of WMM is 3.6 m and thickness is 150 mm.
e) Rates has been taken on the basis of JK SOR 2020.

2) "Link road from Maneytuchur to Thang Chamshen"

a) Total length of the road is 865 m.
b) Width of the pavement is 3.5 m.
c) Thickness of the GSB is 75 mm and width is 4.1 m (as per IRC SP 20).
d) Width of WMM is 3.6 m and thickness is 150 mm.
e) Rates has been taken on the basis of JK SOR 2020.

3) "Link road from Main Road to Methofangsa at Tigger"

a) Total length of the road is 365 m.
b) Width of the pavement is 3.5 m.
c) Thickness of the GSB is 75 mm and width is 4.1 m (as per IRC SP 20).
d) Width of WMM is 3.6 m and thickness is 150 mm.
e) Rates has been taken on the basis of JK SOR 2020.

4) "Black topping / Macadamisation of circular road Tsaking yogma Diskit"

a) Total length of the road is 2500 m.
b) Width of the pavement is 3.5 m.
c) Thickness of the GSB is 75 mm and width is 4.1 m (as per IRC SP 20).
d) Width of WMM is 3.6 m and thickness is 150 mm.
e) Rates has been taken on the basis of JK SOR 2020.

5) "Link Road Thangkhor Bogdang"

a) Total length of the road is 300 m.
b) Width of the pavement is 3.5 m.
c) Thickness of the GSB is 75 mm and width is 4.1 m (as per IRC SP 20).
d) Width of WMM is 3.6 m and thickness is 150 mm.
e) Rates has been taken on the basis of JK SOR 2020.

Note: **Above items are only indicative and for guidance & brief description of jobs, but should not be considered limited to this list. The quantities against each item of SoQ may vary as per site conditions. Any discrepancy in the above shall be brought to the notice of NHIDCL in the pre-bid meeting.**

Technical Specifications

A. TECHNICAL SPECIFICATION OF CIVIL WORKS:

1.0 GENERAL:

1.1 The work shall in general conform to the **Latest CPWD Specifications Volume-I and Volume-II 2019** (corrected up to the last date of submission/uploading of bid). Work under this Contract shall consist of furnishing all labour, materials, equipment, tools & plants and appliances necessary and required.

1.2 The Contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other Contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other Contractor simultaneously working or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

1.3 Regarding testing of civil & electrical & other materials, the testing of materials shall be conducted in Govt. Laboratory/ Govt. Engineer-in-Charge Colleges/ IITs/ NITs or from the laboratory approved by Engineer-in-Charge. **The charges of samples, packing and transportation, testing charges shall be borne by the Contractor.**

1.4 No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The Contractor shall be fully responsible for any damage to the govt. property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The Contractor shall be fully responsible for safety and security of his material, T&P, Machinery brought to the site by him.

1.5 The Contractor shall comply with the safety procedures, norms and guidelines (as applicable) as outlined in the document Part 7 Constructional practices and safety- 2016, National Building code of India, Bureau of Indian Standards. A copy of all pertinent regulations and notices concerning accidents, injury and first-aid shall be prominently exhibited at the work site. Depending upon the scope & nature of work, a person qualified in first-aid shall be available at work site to render and direct first-aid to causalities. A telephone may be provided to first-aid assistant with telephone numbers of the hospitals displayed. Complete reports of all accidents and action taken thereon shall be forwarded to the competent authorities.

1.6 Contractor should spray curing water on concrete structure and shall not allow free flow of water. Concrete structures should be kept covered with thick cloth/gunny bags and water should be sprayed on them. Contractor shall do water ponding on all sunken slabs using cement and sand mortar.

1.7 **Approved Makes**:
Specification/brands names of materials to be used as per the scope of work are listed in the bid documents. The Contractor should also consider the availability of spares parts/ components for maintenance purposes while proposing any brand/ manufacturer. The materials of any other brand/manufacturer may be proposed for use by the Contractor in case the brands specified below are not available in the market and/or Contractor intends to use some other brand better than the brands mentioned in this list. The alternate brand can be used only after the approval of Engineer-in-Charge. The list of approved makes is appended to this document.

1.8 **Method Statement:**

The Contractor shall submit a 'Methods statement' for each important activity for the approval of the Engineer-in-Charge-in-charge soon after the award of work to him. The 'Method statement' is a statement by which the construction procedures for any activity of construction are formulated and stated in chronological order. The 'Methods statement', should have a description of the item with elaborate procedures in steps to implement the same, the specifications of the materials involved, their testing and acceptance criteria, equipment to be used, Precautions to be taken, etc.

1.9 The work shall be carried out in accordance with the Design Basis Report, Architectural drawings and structural drawings (proof checked/vetted by the Contractor) and approved by the Engineer-in-Charge. The Technical Specifications are to be read with and in general conforming to the Latest CPWD Specifications.

1.10 The Contractor shall procure the required materials in advance so that there is sufficient time to testing of the materials and clearance of the same before use in the work. The Contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of work.

2.0 **For Detailed Specification of J&K/DSR items of Civil works (Based on J&K SoR 2020/DSR 2019) mentioned in BOQ shall be as per latest CPWD Specification 2019 VOLUME I AND VOLUME II** (corrected up to the last date of submission/uploading of bid)

B. TECHNICAL SPECIFICATION OFPUBLIC HEALTH WORKS: DELETED

C. TECHNICAL SPECIFICATION OFELECTRICAL WORKS: DELETED

D. TECHNICAL SPECIFICATION OF SOLAR LIGHTING SYSTEM: DELETED

(SECTION –VII)

(LIST OF APPROVED MAKES OF MATERIAL)

LIST OF APPROVED MAKES OF MATERIALS

Sl. No.	Material/Equipment	Makes/Brands
A.	**CIVIL WORK**	
1	Cement	ACC, Ultratech, Ambuja, Vikram, Birla cement, JK Cement, Shree cement & Jaypee Cement
2	Reinforcement Steel / Structural Steel	SAIL, Tata Steel, RINL, Jindal
3	Ready Mix Concrete (RMC)	Ultratech, ACC, RMC India
4	Concrete Additive	Pidilite / Fosroc / Fairmate / MC Bauchemie/ Sika/ Cico
5	Paints (Exterior Emulsion Paint)	Asian (Apex Ultima)/ Berger (Weathercoat all Guard)/ ICI (Duluxweathershield max)
6	Paints - Other Paints / Primer	ICI Dulux/ Asian/ Berger/ Nerolac
7	Paints - Texture paint	Berger / Spectrum / Unilite Heritage /Asian
8	CC Paver blocks / Tiles (All Types)	KK / Uni Stone Products (India) Pvt. Ltd/ Hindustan Tiles/ NITCO
9	Epoxy Flooring	Fosroc/ Dr. Beck/ Flamaflor
10	Grout: Non-Shrink	Fosroc / Sikka/Pidilite or equivalant
11	Paints - Cement Based	Snowcem Plus/, Berger (Durocem Extra)/ Nerolac (Super Acrylic)/ TATA Cem, Asian
12	Silicon sealants /Weather Sealant / Structural Glazing Sealant	GE- Silicon / Pidilite / Forsoc / Cico /Dow Corning / Sikka/ Wacker
13	Tiles: Ceramic Tiles	Kajaria / Somany/RAK/Nitco
14	Tiles: Glazed (Ceramic) tiles	Kajaria / Somany/RAK/Nitco
15	Tiles: Vitrified Tiles	Kajaria / Somany/RAK /Nitco
16	Water Proofing Materials	BASF/ Fosroc / Sikka / CICO / STP/ Pidilite/CHRYSO
17	Expansion Joints	Sanfield (India) Ltd., MIGUA, TRISTAR
18	GI Pipes & Fittings	TATA/Jindal/Swastik
19	Rain Water Pipe (uPVC SWR Type-A)	Supreme/Prince/Astral
20	Gully Trap	Perfect / S.K.F/ R.K/ Hind / Anand

Note: Makes of Materials not mentioned in the above list may be used after obtaining prior approval of the Engineer in Charge. If any specific make/ makes are specified in BOQ item, the same shall prevail.

(SECTION –VIII)

(SPECIAL CONDITIONS OF CONTRACT)

Special Conditions of Contract

1. The Contractor shall not dump any of the construction materials, debris, plant & machinery on the road and shall ensure pavement is absolutely free at all times during execution of the work.

2. Mixing of Cement concrete and cement plaster on the floor is strictly prohibited. The contractor shall make necessary arrangements for the same at other locations.

3. Stay of laborers at the proposed work site during non-working hours is not allowed.

4. The contractor shall make his own arrangements for construction, water and for electricity.

5. The Contractor shall make his own arrangements for his store/ site office.

Note: **For ensuring the above listed special conditions nothing extra shall be paid. The quoted rate is deemed to be inclusive of the cost of for above provisions.**

6. **Order of preference: In case there is any contradiction between schedule of quantities, specifications, the following will prevail in the given below:**

    i. **Schedule of quantities**
    ii. **Specification**

(SECTION –IX)

(SCHEDULE OF QUANTITIES)

- **Schedule of Quantities is enclosed with the RFP.**

(SECTION –X)

(PRICE SCHEDULE OF TOTAL PROJECTS)

PERCENTAGE CONTRACT

Tender Inviting Authority: Executive Director (P), National Highways & Infrastructure Development Corporation Limited, RO-Ladakh

Name of Work: "Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"

RFP No: 98/RO-Ladakh/2021-22

Name of the Bidder/ Bidding Firm / Company:						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	**Item Description**	**Estimated Cost (Rs) (Exclusive of GST)**	**Units**	**Percentage (excluding GST) in Rs. P**	**Total Bid Amount (excluding GST) in Rs. P**	**Total Bid Amount (excluding GST) In Words**
	"Construction of various link roads (05 Nos.) in Nubra sector for Rural Development Department, UT of Ladakh (2nd Call)"			Above/Below Estimated Cost		INR ---------- ------ Only
1.	"Link road from Gango to Maneykhang Tongsted"	14,19,595/-				
2.	"Link road from Maneytuchur to Thang Chamshen"	15,27,278/-				
3.	"Link road from Main Road to Methofangsa at Tigger"	11,33,515/-				
4.	"Black topping / Macadamisation of circular road Tsaking yogma Diskit, Nubra"	29,35,990/-				
5.	"Link road Thangkhor Bogdang, Nubra"	19,78,158/-				
	Total	89,94,536/-				
Total in Figures						
Quoted Amount in Figures			Select		0.00	INR Zero Only
Quoted Amount in Words		INR ..... Only				

Note: The bidder has to quote a percentage which is applicable to all works mentioned in the BoQ.