National Highways and Infrastructure Development Corporation

(MINISTRY OF ROAD TRANSPORT AND HIGHWAYS)
GOVT. OF INDIA

NATIONAL COMPETITIVE BIDDING

(THROUGH E-TENDERING MODE)

"Name of Project: "Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)

BID DOCUMENT

VOLUME-I

R.O. Kohima (Nagaland)
National Highway & Infrastructure Development Corporation Ltd.
PWD Rest House, PWD Colony,
Kohima, Nagaland-797001
Email: ro-kohima@nhidcl.com **/** edpkohimaoffice@gmail.com**,**

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(SECTION-I)
NOTICE INVITING TENDER

“Name of Project: “Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at “Risk and Cost” of EPC Contractor)

Notice Inviting Tender
(National Competitive Bidding)

NHIDCL/RO-Kohima/Proc./Lighting/DB(NP)/Vol-I/2022-23 Date: 22.02.2023

1. National Highways and Infrastructure Development Corporation Ltd. (NHIDCL) hereby invites bids **(Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)** through **"e-tendering mode"** from experienced firms/organizations (hereinafter referred to as the "Bidders") to bid for the works detailed in the table as mentioned below from the eligible bidders, excluding those firms who have been declared as Non-Performer by MoRTH/ NHAI/ NHIDCL/ Any of State PWD/ BRO or black listed/ debarred for specified period by MoRTH/ NHAI/ NHIDCL/ Any of State PWD/ BRO.

Sl. No.	Section	NH-No.	Length (in Km)	State	Estimated Cost Rs. in Cr. (Excluding GST)	Bid Security in Cr. (Excluding GST)
1.	**"Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)**	**NH-36&39**	**20.683**	**Nagaland**	**2.28**	**0.05**

The work order will be issued based on as and when required basis. The items of work may be required to be partially executed or may not be executed at all by NHIDCL as this RFP is on Risk and Cost of Contractor. No claim whatsoever from any of the selected bidder/contractor on this account shall be entertained in this regard at any stage of work or thereafter.

Cost of Bid Documents (Non- Refundable): Rs.11,800/-

E-Tendering Processing Fee (Non-Refundable): NIL

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

"Name of Project: "Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)

Average Turn-over during last 5 years (Rs. in Cr.)	Single Work of similar nature in any year during last 5 years (Rs. In Cr.)	Time for completion
0.46	0.57	3 months

The Scope of Work is as per detailed BOQ.

2. Bidding is open to eligible bidders under single stage e-tender wizards system bidding procedure.

3. The currency of the contract shall be only in Indian Currency.
   (i) Cost of Bid documents (Non-Refundable): **Rs**. 11,800**/-** through RTGS into bank a/c no "50100338508023" maintained in the name of "RO KOHIMA NHIDCL ADM EXPENSES ACCOUNT" with HDFC Bank, Kohima, Nagaland having IFSC code "HDFC0002015".

   It is mandatory for all the bidders to have class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering of NHIDCL. The authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

4. To participate in the bidding, it is mandatory for the Bidders to get registered their firm e-procurement portal https://eprocure.gov.in/eprocure/app to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

   (i) Registration with e-procurement portal should be valid at least up to the date of submission of BID.
   (ii) BIDs can be submitted only during the validity of registration.

   The Bidders shall update their project and other details on the portal on a regular basis and apply to the tenders via the portal.

5. **e-Tender Service Provider:**
   E-Procurement portal developed by National Informatics Centre (NIC).

Critical Date Sheet

Sl. No.	Description	Period
1	Date of issue of NIT	22.02.2023
2	Date of issue of Sale of Tender Documents	22.02.2023 (1100 Hrs)

"Name of Project: "Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)

Sl. No.	Description	Period
3	Last date of receipt of pre-bid queries	01.03.2023 (1700 Hrs)
4	Date of Pre-Bid meeting	02.03.2023 (1500 Hrs)
5	Date of uploading of reply to the pre-bid queries	03.03.2023 (1500 Hrs)
6	Last Date of submission of Tender/Bid (online)	16.03.2023 (1500 Hrs)
7	Date of Opening of Technical Bid	17.03.2023 (1530 Hrs)
8	Date of Uploading of list of Technically Qualified Applicants	To be intimated later
9	Date of Opening of Financial Bids of Qualified Applicants	To be intimated later
10	Date of issue of letter of award (LOA)	To be intimated later
11	Validity of Bid	120 days
12	Date of Signing of Agreement	Within 07 days of award of LOA

The amendments/clarifications to the Bid Document if any shall be hosted on said websites.

6. The bidders will be allowed to download the bid documents up to 16.03.2023, 1500 Hrs. The downloading facility of bids on e-tendering portal will be made available even if the day prior to the bid due date falls on Saturday/ Sunday/ Holiday.

7. Bidder shall submit the following **documents physically and online**:

   i) Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid.

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

   iii) Proof of payment through RTGS for bid document fee.

   iv) Proof of Earnest Money/Bid Security payment and undertaking (In case of FDR as per Format at Page no. 52)

8. The last date for online submission of the Bid is 16.03.2023 upto 15:00 Hrs (as mentioned on the e-portal only) ("Bid Due Date"). Bidder must submit its Financial Bid and Technical Bid on CPPP e-procurement portal within the above deadline.

   The bids would be opened on 17.03.2023 at 15:30 Hrs. online at RO-Kohima, representatives of the bidders (maximum of two) who choose to attend, may attend the online opening of the bids at 15:30 Hrs on the date and time as mentioned above.

9. The Bids shall be submitted online on the said websites and physical documents as mentioned in Cl. 7 above in the prescribed format given on or before the date and time

as mentioned above for opening of Bid. **No other mode and time of submission is acceptable.** The Technical Bid shall be opened online only and subsequently financial bid shall be opened online, only of those bidders whose technical bid is found responsive.

10. Representatives of the bidders (maximum upto two) who choose to attend may attend the online opening of the bids at Regional Office, Kohima on the date and time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letter head of the bidder, at the time of opening of bids as mentioned above.

11. It is clarified that, the bidders have to upload the details of cost of bid document, on or before the last date & time of sale of bid documents mentioned above on the e-tendering portal, otherwise, it will not be possible for them to upload the e-tender documents on the e-tendering portal. Bidders are advised to upload their bids well in time, to avoid last minutes rush on the server or complications in uploading. NHIDCL, in any case, will not be responsible for any type of problem in uploading the bid.

12. Submission of the Bids after the Bid Due date and time shall not be permitted. Time being displayed on e-tendering portal of NHIDCL ("Standard Time") shall be final and binding on Bidder. Bids are required to be submitted by Bidders, only as per the Standard Time and not the time as per their location/ country.

13. The Bidders are advised to submit their Bids well before the Bid Due Date. The Authority shall not be responsible for any delay in submission of Bids for any reason including server and technical problems. NHIDCL reserves the right to accept or reject any or all Bids without assigning any reason thereof.

14. In case of any problem with the submission of the Bid, the Bidder may have the assistance of help desk or use the help manual given on the said website.

15. **The pre-bid meeting will be held on 02.03.2023 at 1500 Hrs. at R.O. Kohima (Nagaland)**

16. Address for communication/ clarification if any;

Executive Director (P),
RO Kohima,
National Highway & Infrastructure Development Corporation Ltd.
PWD Rest House, PWD Colony, Kohima, Nagaland-797001
E-mail: edpkohimaoffice@gmail.com

As part of the Standard Operating Procedure for adoption of Integrity Pact, an Independent External Monitor (IEM) has been appointed in NHIDCL, as per approval of the Central Vigilance Commission and Ministry of Road Transport & Highways, Govt. of India. The contact detail of IEM (is given below)/(can be seen on the website of NHIDCL).

17. The following information is given to prospective bidders:

As per the ongoing EPC Contract Agreement, it is the responsibility of the EPC contractors carrying out the 4-Laning work and to maintain existing lanes of the project highway in traffic worthy condition. It is however noticed that the EPC contractors has failed to perform their obligations as per the provisions of the Contract Agreement. Notices have been given/are being given to the EPC Contractor to fulfill their obligations as per the Contract Agreement. The bid invited by NHIDCL for Highway lighting works and NIT is to carry out the Highway lighting of the National Highways which is under development as 4-lane, in case the EPC contractors fail to carry out the Highway lighting of highway and take necessary preventive action to ensure that the existing highway does not get damaged and remains in traffic worthy condition at all times. This Highway lighting work for which bids have been invited shall accordingly be carried out on as required basis by placing of work order (s) as per defaults of Maintenance obligations of EPC Contractor on his “Risk and Cost”.

Disclaimer:

i. **The Work Order will be issued based on as and when required basis. The work may be required to be partially executed or may not be executed at all by NHIDCL as this RFP is on Risk and Cost of EPC Contractor. No claim whatsoever from any of the selected bidders on this account shall be entertained in this regard.**

(SECTION-II)

INSTRUCTIONS TO BIDDERS & APPENDIX TO BID

Section II: Instructions to Bidders
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A.1 General

1. Scope of Bid

1.1 The Employer (i.e. Managing Director, National Highways & Infrastructure Development Corporation ltd.) invites bids for "as described in these documents and referred to as "the works". The name and identification number of the works is provided in the Notice Inviting Tender.

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

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

1.4 The work will be indent/work order based which shall be placed upon the contractor based on the priority of work, which needs utmost repairs as per site requirement.

2. Source of Funds

2.1 The expenditure on this project will be met by National Highways & Infrastructure Development Corporation Ltd (NHIDCL) at "Risk and Cost" of EPC Contractor or as approved by Competent Authority.

3. Eligible Bidders

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

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

3.3 The bidder including individual or any of its JV member, who are having (two) M&R ongoing Project(s) in Nagaland on date of bid submission, shall not be eligible to bid for this Project. The bidder shall not be awarded more than 2 (two) M&R packages for current bidding process in NHIDCL, Nagaland. Whichever condition above is met earlier. Bidder shall not stand declared as Non-Performer by MoRTH/NHAI/NHIDCL/Any of State PWD/BRO or black listed/debarred for specified period by MoRTH/NHAI/NHIDCL/Any of State PWD/BRO.

4. Qualification of the Bidder

4.1 DELETED.

4.2 All bidders shall furnish scanned copy of the following information and documents with their bids as format provided in Section-3, Qualification Information.

(a) Scanned Copies of documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) Scanned Copies of Total monetary value of civil engineering construction works performed for each of the last five years (2017-18, 2018-19, 2019-2020, 2020-2021 & 2021-22) duly certified by CA along with UDIN;

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

(d) Scanned Copy of Evidence of availability (only owned) of items of construction equipment named in Appendix to ITB Clause 4.4 B (b) (i).

(e) Scanned Copy of the technical personnel proposed to be employed for the Contract having the qualifications defined in Appendix to ITB Clause 4.4 B (b) (ii) and willingness of technical personnel proposed along with qualification documents.

(f) Scanned Copy of Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant along with UDIN as a proof of turnover for the last five years.

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

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

(i) Deleted

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

(k) Deleted

(l) Deleted.

(m) Scanned Copy of Earnest Money/ Bid Security and undertaking (In case of FDR as per Format at Page no. 52)

(n) Scanned Copy of Undertaking of Disinvestment.

(o) Scanned Copy of Form of Letter of application.

(p) Scanned Copy of Integrity Pact.

(q) Scanned copy of undertaking that bidder is not declared as Non-Performer by MoRTH/NHAI/NHIDCL/Any of State PWD/BRO or black listed/debarred for specified period by MoRTH/NHAI/NHIDCL/Any of State PWD/BRO.

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

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

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

(b) Satisfactorily completed (not less than 90% of Contract value), as a prime contractor (or as a nominated subcontractor, provided further that all other qualification criteria are satisfied) similar works during last five years ending last day of month previous to the one in which bids are invited, Experience in successfully completing or substantially completing at least one contract of road i.e. State Highway, National Highway with similar or higher work specification of at least 25% of value of proposed Contract within the last five years.

(Escalation factor as under shall be used to bring the value of such completed works to the level of financial year i.e. 2022-23) Escalation factor (for the cost of works completed during the last 5 years & financial figures required for the calculation of bid capacity) may be taken as follows:

Year	Multiplying Factor
2021-22	1.00
2020-21	1.05
2019-20	1.10
2018-19	1.15
2017-18	1.20

(c) Deleted

(d) Deleted

(e) Deleted

4.4 B (a) Each bidder must produce:

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

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

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

(b) Each bidder must demonstrate:

(i) Evidence of availability (only owned by the bidder will be considered) of the key equipments for this work as stated in the Appendix to ITB. (in case of evidence furnished in form of lease, rent or to be purchased will not be considered)

(ii) Availability for this work of personnel with qualification & experience as stated in the Appendix to ITB and willingness of technical personnel proposed along with qualification documents.

(c) Deleted

(d) Deleted

4.4.C Deleted

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 **Bid Capacity** - Bidders who *inter alia* meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value. The available BID capacity will be calculated as per following, based on information provided in the format provided in this RFP:

Assessed Available **BID capacity = (A*N*2.5 – B + C)**, Where

N= Number of years prescribed for completion of work for which Bid is invited.

A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note-3 below) taking into account the completed as well as works in progress. The **EPC projects** include turnkey project/ Item rate contract/ Construction works.

B = Value (updated to the price level of the year indicated in table at Note-3 below) 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.

C = The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3 below).

Note:

1. The Statement showing the value of all existing commitments, works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects **or** Concessionaire / Authorized Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.

2. The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects.

3. The factor for the year for updation to the price level is indicated as under:

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Up-dation 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 from MoRTH/NHAI/NHIDCL work etc.

(iii) tampered the bid document in any manner.

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

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

The following information is given for consideration by the prospective bidders:

As per the ongoing EPC Contract Agreement, it is the responsibility of the EPC contractors carrying out the 4-Laning work and to maintain existing lanes of the project highway in traffic worthy condition. It is however noticed that the EPC contractors has failed to perform their obligations as per the provisions of the Contract Agreement. Notices have been given/are being given to the EPC Contractor to fulfill their obligations as per the Contract Agreement. The bid invited by NHIDCL for Highway lighting works and NIT is to carry out the Highway lighting of the National Highways which is under development as 4-lane, in case the EPC contractors fail to carry out the Highway lighting of highway and take necessary preventive action to ensure that the existing highway does not get damaged and remains in traffic worthy condition at all times. This Highway lighting work for which bids have been invited shall accordingly be carried out on as required basis by placing of work order (s) as per defaults of Maintenance obligations of EPC Contractor on his “Risk and Cost”.

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 Bank Guarantee, Agreement & LOA
V Conditions of Contract & Contract Data
VI Scope of Work
VII Technical Specifications
VIII Implementation Manual
IX Additional Conditions
X Integrity Pact

Volume - II:

I Bill of Quantities for construction works; (Should be filled in the prescribed format uploaded on e-portal).

8.2 Deleted

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

9. Clarifications on Bid Documents

9.1 A prospective Bidder requiring any clarification on the bid documents may notify the Employer in writing or by cable ("cable" includes facsimile) at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 5 days prior to the deadline for submission of bids. Copies of the Employer's response will be hosted on NHIDCL website www.nhidcl.com or which are required in the opinion of the Employer including a description of the enquiry, but without identifying its source.

9.2 Pre-bid meeting

9.2.1 The bidder or his official representative is invited to attend pre-bid meeting which will take place at the address, venue, time and date as indicated in NIT.

9.2.2 The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing or by electronic mail so as to reach the Employer not later than one week before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted without delay on website. Any modifications of the bid documents listed in Clause 8.1, which may become necessary as a result of the pre-bid meeting or

which are required in the opinion of the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

10. Amendment of Bidding Documents

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

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

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

C. Preparation of Bids

11. Language of Bid

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

12. Documents Comprising the Bid

12.1. The bid to be submitted by the bidder as Volume I of the bid document (refer Clause 8.1) shall be in two separate parts:

Part-I - This shall be named **Technical Bid** and shall comprise of information submitted in section-III to be submitted online

Part-II – It shall be named **Financial Bid** and shall comprise of Priced bill of quantities – to be submitted online

12.2. **Original Documents to be submitted in Physical Form before Bid Due Date & Time by bidders to Executive Director (P), RO-Kohima, PWD Rest House, PWD Colony, Kohima, Nagaland-797001.**

Though, the scanned copies of following documents are required to be uploaded during submission of e-bid on the e-tendering portal i.e. www.eprocure.gov.in, as per clause 12.1 above, however, following Original documents in physical form shall be submitted in a sealed envelope on or before the Bid due Date and Time by the bidder at the address indicated in Clause 20, duly super scribed “Name of Work, Bid due date and time”. Name and address of the bidder should also be indicated on the envelope.

a) Original Earnest Money/Bid Security and undertaking (In case of FDR as per Format at Page no. 52)

b) Proof of Bid document fee.

c) Delete

d) **Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid**

e) Affidavit duly notarized (as per the format provided in section-3)

f) Delete

g) Delete

h) Delete

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 Tender
2.	Instruction to the bidders
3.	Conditions of Contract
4.	Contract Data
5.	Scope of work
6.	Technical Specifications
7	Additional Conditions
8.	Implementation Manual

13. Bid Prices

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

13.2 The bidder shall quote bid prices on appropriate format enclosed as part of bidding document on e-tender portal i.e. www.eprocure.gov.in. Bidders will be required to quote a single rate for each item in the BoQ.

13.3 All duties, taxes (**excluding Goods and Service Tax**), royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the

Contract and shall not be subject to adjustment.

14. Currencies of Bid and Payment

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

15. Bid Validity

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

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

16. Earnest Money / Bid Security/ Forfeiture/ Debarment

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money/Bid Security, in the amount as specified in the NIT. (Bank guarantee/Fixed Deposit Receipt) must be in favour of Executive Director (P), Regional Office, Kohima, National Highways & Infrastructure Development Corporation Ltd.

16.2 **The Earnest Money shall, at the Bidder's option, be in the form of Bank Guarantee/FDR only (the other form will not be acceptable)** of any scheduled commercial bank approved by RBI having a net worth of not less than Rs. 1000 crore as per the latest annual report of the bank must be in the name of Employer. It shall be valid for 45 days beyond the validity of the bid. **Any bid having bid security for lesser value and shorter validity period shall be treated as non-responsive.**

A. Bank Guarantee or FDR receipts, in the name of the Employer, from following banks would be accepted:
   i. State Bank of India or its subsidiaries,
   ii. Any Indian Nationalized Bank
   iii. IDBI / ICICI Bank
   iv. Deleted
   v. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 1000 crores as per the latest Annual Report of the Bank.

B. The acceptance of the guarantees shall also be subject to the following conditions:-

i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI (presently 9, with effect from 31st March, 2003).

ii. The bank guarantee issued by a Cooperative Bank shall not be accepted.

C. Earnest Money in the form of Fixed Deposit Receipts shall be duly pledged in the favour of NHIDCL, RO Kohima subject to the following terms and conditions:

a) The FDR should be in joint name of the NHIDCL RO Kohima and Contractor (e.g. NHIDCL RO Kohima and 'Name of the Contractor)' and should be duly pledged in favour of NHIDCL, RO Kohima by endorsement on the FDR and discharging by the contractor by signing and stamping in the undertaking. (as per Format at Page No. 52)

b) The FDR should be en-cashable in Kohima. The Bank should give an undertaking that ***'the bank do hereby unconditionally undertake to pay the amounts due and payable under this FDR without any demur, reservation, recourse, contest or protest and without any reference to the Contractor or any other person and irrespective of whether the claim of the Authority is disputed by the Contractor or not, merely, on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Contractor to fulfil and comply with the terms and conditions contained in the Bidding/ contract documents'***.

c) The tenure of the FDR shall be equivalent to validity of the bid as specified if the RFP.

d) Fixed Deposit Receipt should be issued from the Bank already approved for the purpose of bank guarantees.

e) The FDR should be encashable by NHIDCL without any recourse to the contractor and the interest shall accrue to the contractor. Such FDR(s) cannot be en-cashed by the contractor without being discharged on the lien/pledge.

16.3 Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.

16.4 The Earnest Money of unsuccessful bidders will be returned after expiry of the final bid validity and latest on or before 30th day after the award of the contract for

bidders qualify after technical evaluation.
However, Earnest money of unsuccessful bidders during first stage i.e. technical evaluation will be returned within 30 days of declaration of result of first stage i.e technical evaluation.

16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Bid Security will be forfeited:

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

b) Deleted

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.
iii. Does not commence the work within reasonable time of placing of work order.

16.7 Deleted

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

18.2 Deleted

18.3 Deleted

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

D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidders are advised to submit their Technical Bids well before the Bid Due Date. The Authority shall not be responsible for any delay in submission of Bids for any reason including server and technical problems. NHIDCL reserves the right to accept or reject any or all Bids without assigning any reason thereof and the documents to be submitted in physical form as per clause 12.2 of ITB shall be submitted in a sealed Envelope super scribed as "Documents in Physical Form" at the top left corner.

19.2 In case of any problem with the submission of the Bid, the Bidder may have the assistance of help desk or use the help manual given on the said website.

20. Deadline for Submission of Bids

20.1 Complete e-Bid to be uploaded on CPP portal before due date & time. The Envelope containing "Documents in Physical Form" must also be received by the Employer at the address **Executive Director (P), R.O. Kohima (Nagaland), National Highway & Infrastructure Development Corporation Ltd, PWD Rest House, PWD Colony, Kohima, Nagaland-797001** from the bidders. In the event of the specified date for the submission of documents in Physical form being declared a holiday for the Employer, the same will be received up to the specified time on the next working day.

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

20.3 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

21. Late Submission of Documents in Physical Form:

21.1 Deleted.

22. Modification and Withdrawal of Bids

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

22.2 Deleted.

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

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

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

22.6 No Late and delayed bids after Bid Due date/time shall be permitted in e tendering portal System. Time being displayed on our e-Tendering Portal shall be final andbinding on bidder and bids have to be submitted by bidders considering this time only and not the time as per their location/country**.**

E. Bid Opening and Evaluation

23. Bid Opening

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

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

23.1.1. Deleted.

23.1.2 Deleted.

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

23.3 The Employer 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, bid document fee 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) Deleted

(iii) Deleted

(iv) Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration. However, to assist in the examination, evaluation of technical bids, the Employer may at his discretion, ask any bidder for clarification of his bid, however, no additional documents in support of clarification will be entertained.

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

23.6 At the time of the opening of the "Financial Bid", the names of the bidders whose bids were found responsive in accordance with clause 23.5 will be announced. The financial bids of only these bidders will be opened. The

responsive bidder's names, the Bid prices, the total amount of each bid, pursuant to clause 22 and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

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

24. Process to be Confidential

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

25. Clarification of Bids and Contacting the Employer

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

25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

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

26. Examination of Bids and Determination of Responsiveness

26.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid.

(a) meets the eligibility criteria defined in Clauses 3 and 4 of ITB;
(b) (b) the required documents in physical form submitted by the bidder as per Clause 12.2 of ITB as well as the documents uploaded by the bidder are in order; and
(c) is substantially responsive to the requirements of the Bidding Documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings etc.

26.2 DELETED.

26.3 DELETED.

27. DELETED

28. Evaluation and Comparison of Financial Bids

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

28.2 DELETED

28.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's/Employer's estimate of the cost of work to be performed under the contract, the employer maybe require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

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

28.5 DELETED

29. Price Preference

29.1 There will be no price preference to any bidder.

F. Award of Contract

30. Award Criteria

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

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

ii. Deleted.

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

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

32. Notification of Award and Signing of Agreement.

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

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

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

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

33. Performance Security

33.1 Within 07 (seven) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer an irrevocable and unconditional Performance Security of Three (3) percent of the Contract Price, valid for the period of 28 days after the expiry of defect liability period of work and sign the contract. **The validity shall account for additional 6 months' time to account for BG verification**, signing of contract and start date. In case of bids mentioned below, the selected bidder, along with Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given for Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:

(i) If the Bid Price offered by the Selected Bidder is lower than 20% of the estimated project cost/cost put to the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.

(ii) Maximum limit of additional performance security shall be limited to 3% of the Bid Price offered by the selected Bidder.

(iii) This "Additional Performance Security") shall be treated as part of Performance Security.

33.1.1 The performance security and Additional Performance Security (if applicable) in the form of bank guarantee, the successful bidder may submit Performance Security and Additional Performance Security (if applicable) in the form of Fixed Deposit Receipts duly pledged in the favour of NHIDCL, RO Kohima subject to the following terms and conditions:

a) The FDR should be in joint name of the NHIDCL RO Kohima and Contractor (e.g. NHIDCL RO Kohima and Name of the Contractor) and should be duly pledged in favour of NHIDCL, RO Kohima by endorsement on the FDR and discharging by the contractor by signing and stamping in the undertaking. (as per Format at Page No. 52)

b) The FDR should be en-cashable in Kohima. The Bank should give an undertaking that 'the bank do hereby unconditionally undertake to pay the amounts due and payable under this FDR without any demur, reservation, recourse, contest or protest and without any reference to the Contractor or any other person and irrespective of whether the claim of the Authority is disputed by the Contractor or not, merely, on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Contractor to fulfil and comply with the terms and conditions contained in the Bidding/ contract documents'.

a) The tenure of the FDR shall be equivalent to validity of the BG as specified if the RFP.

b) Fixed Deposit Receipt should be issued from the Bank already approved for the purpose of bank guarantees.

c) The FDR should be encashable by NHIDCL without any recourse to the contractor and the interest shall accrue to the contractor. Such FDR(s) cannot be en-cashed by the contractor without being discharged on the lien/pledge.

33.1.2. In cases where the bank is not issuing FDR duly pledged to NHIDCL but directly in the name of NHIDCL. This should be subject to the following terms and conditions:

a) A letter from the bank should provide a certificate that the FDR can be en-cashed by NHIDCL without any recourse to the contractor and the interest shall accrue to the contractor.

b) Such FDR(s) cannot be en-cashed by the contractor without being discharged of the lien/pledge.

33.1.3. In case of direct deposit, no interest shall be accrued /paid to contractor. In the name of the Employer, from a Bank as specified in Appendix to ITB.

33.1.4 Bank Guarantee, in the name of the Employer, from the following banks would be accepted: -

i) State Bank of India or its subsidiaries,
ii) Any Indian Nationalised Bank
iii) IDBI/ICICI Bank
iv) Deleted.
v) Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 1000 crore as per the latest Annual Report of the Bank.

33.1.5. The acceptance of the guarantees shall also be subject to the conditions that the capital adequacy of the bank shall not be less the latest norms prescribed by RBI.

33.1.6. The bank guarantee issued by a Cooperative Bank shall not be accepted.

33.2. The Performance Security shall be valid until 28 (Twenty-Eight) days after the notified Defects Liability Period.

33.3 For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security within the stipulated time period, the award shall be deemed to be cancelled/ withdraw. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the

Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Employer.

33.4. The agreement will be executed within 07 days of issue of LOA.

33.5. Notwithstanding anything to the contrary contained in this RFP, Performance Security for an amount equal 3% (three percent) of the Bid Price shall be applicable for all tenders/contracts issued till 31.12.2021, in accordance with DoE's OM No. F.9/4/2020-PPD dated 12.11.2020. Rate of Performance Security @3% (three percent) of the Bid Price shall continue to be adopted for Contracts finalized after 31.12.2020, in accordance with MORTH's OM No. F.No.G-20016/01/2020-TF-II dated 17.11.2020.

34. Advances

34.1 The Employer will not provide any Mobilization Advance.

35. Corrupt or Fraudulent Practices

35.1 The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Employer may reject any bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.

35.2 Without prejudice to the rights of the Employer under Clause 35 hereinabove, if an bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender issued by the Employer during a period of 2 (two) years from the date such bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

35.3 For the purposes of this Clause 35, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means 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 Employer who is or has been associated in any manner, directly or indirectly, with the bidding process or has dealt with matters concerning the

Contract or arising there from, before or after the execution thereof, 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 Employer, shall be deemed to constitute influencing the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the bidding process or after the award or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Works, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Works;

(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;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;

(d) "undesirable practice" means establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; and

(f) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidder with the objective of restricting or manipulating a full and fair competition in the bidding process.

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

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

Appendix to ITB

(4.4. **B**) (b) (i) The minimum key equipments to be deployed on contract work.

Name of the Equipment	**Quantity**
Hydraulic Construction Lift (min 12 m)	1
Backhoe loader	2
Concrete mixer	2
Concrete Needle Vibrator	2

Any other equipment required for carrying out work as per Ministry's specification/direction of Engineer

Note:

i. The bidder must upload scanned copy of the documentary evidence in support of his **ownership** of the above equipments. The bidder shall submit an undertaking as per Performa Appendix 1.7 (Qualification Information, Section - III) of the bid document. However, bidder may assess the site requirement for additional plant/machinery/equipments for speedy completion at his cost.

ii. In case of evidence furnished in form of lease, rent or to be purchased will not be considered

4.4 B (b) (ii) The Number of Technical Personnel, Qualifications and Experience will be as follows:

Sl. No	Personnel	Qualification	Particular Experience (minimum requirement)	No. of Persons
1.	Project Manager	B.E. Civil + 5 Years Exp.	5 years on highway Constructions/ maintenance work of similar nature.	1
2.	Site Engineer	B.E. Civil + 3 Years Exp.	2 years on highway constructions / maintenance work of similar nature.	2
3.	Quantity Surveyor	B.E Civil + 3 years Exp. Or Dip. Civil + 7 years Exp.	2 years on highway constructions / maintenance work of similar nature.	1
			Total	**4**

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

2. Declaration/willingness along with qualification certificate by personnel proposed above to be deployed for this work/RFP is to be submitted. The bidder shall submit a Declaration/willingness as per Performa Appendix 1.8 (Qualification Information, Section -III) of the bid document.

SECTION III

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

Qualification Information

1. For Individual Bidders

1.1. Constitution or legal status of Bidder

[Upload scanned copy of original]

Place of registration:

_____

Principal place of business:

_____

Power of attorney of signatory of Bid *[upload scanned copy & also supply either original or **duly notarized** copy in physical form of bid]*

1.2. Total value of Civil Engineering construction work performed in the last three years including current year (in Rs. Lakhs) refer ITB Clause 4.4 A (a)
(Certified by CA along with UDIN)

*[upload scanned copy & also supply either original or **duly notarized copy** in physical form of bid]*

2017-2018----------
2018-2019----------
2019-2020----------
2020-2021----------
2021-2022----------

Total ----------

Average per year

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

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

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

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

1.3(b) Deleted

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

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

Figure 1

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

1.4 (b) Information on Bid Capacity

To calculate the value of "A" and "C"

1. A table containing value of Civil Engineering Works in respect of EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows (the amount of bonus received, if any, shall be indicated separately):
2.

Sl. No.	Year	Value of Civil Engg. Works undertaken w.r.t. EPC Projects including bonus, if any (Rs. in Crores)	Amount of bonus (Rs. in Crores)	Net Value excluding bonus (Rs. in Crores)
1	2021-22/2021			
2	2020-21/2020			
3	2019-20/2019			
4	2018-19/2018			
5	2017-18/2017			

3. Maximum value of projects that have been undertaken during the F.Y. _____ out of the last 5 years and value excluding amount of bonus thereof is Rs._____Crores (Rupees_____). Further, value updated to the price level of the year indicated in Appendix is as follows:

   Rs. _____ Crores x _____(*Updation Factor as per Appendix*) = Rs. _____ Crores (Rupees_____)

4. Amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in Appendix):

Sl. No.	F.Y. / Calendar Year	Amount of Bonus (Rs. in Crores)	Updation Factor	Updated Amount of Bonus (Rs. in Crores)
1	2021-22/2021		1.00	
2	2020-21/2020		1.05	
3	2019-20/2019		1.10	
4	2018-19/2018		1.15	
5	2017-18/2017		1.20	
			Total (C)=	

…… …… Name of the Statutory Auditor's firm: Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory) **(UDIN No)**	…… …… Signature, name and designation of Authorised Signatory For and on behalf of ……(*Name of the* Bidder)

Date:_____

Place:_____

To calculate the value of "B"

A table containing value of all the existing commitments and on-going works to be completed during the next ** years is as follows:

Sl. No.	Name of Project/Work	Percentage of participation of Bidder in the project	Dater of start / appointed date of project	Construction period as per Agreement/ LOA	Value of contract as per Agreement /LOA[β]	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2017-18/2017 price level
					Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8= (6-7)	9	10= (3x 8x #)

Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
1	2021-22/2021	1.00
2	2020-21/2020	1.05
3	2019-20/2019	1.10
4	2018-19/2018	1.15
5	2017-18/2017	1.20

The Statement showing the value of all existing commitments, anticipated value of work to be completed in the period of construction of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects **or** Concessionaire / Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s……individually / and other member M/s …….. and M/s ……., as on bid due date of this RFP.

…… …… Signature, name and designation of Authorised Signatory For and on behalf of ……(*Name of the Bidder)*	…… …… Name of the Statutory Auditor's firm: Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory) **(UDIN No.)**

Date:

Place:

[β] In case balance period of construction is less than the value of period of construction of the project for which bid is invited, then full value of contract as per Agreement/LOA to be mentioned, else, anticipated value of work to be completed in the period of construction of the project for which bid is invited is to be mentioned. In the absence of the anticipated value of work to be completed, the proportionate value shall be considered while evaluating the Assessed Available Bid Capacity.

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

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

Note: The bidder must upload the documentary evidence in support of his ownership of the above equipments. The bidder shall submit an undertaking as per Performa Appendix 1.7 (ITB, Section -2) of the bid document.

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

(Refer also to Sub Clause 9.1 of the Conditions of Contract).

Position	Name	Qualification	Total Professional Experience (Years)	Experience in the proposed position (Years)	Declaration to deploy at site
Project Manager					
Site Engineer - 1					
Site Engineer - 2					
Quantity Surveyor					

Note:

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

2. Declaration/willingness along with qualification certificate by personnel proposed above to be deployed for this work/RFP is to be submitted.

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

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

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

(i) Affidavit (it should be on stamp paper attested by Notary Public)

(ii) Undertaking regarding minimum investment of cash towards working capital.

(iii) Undertaking that the Bids shall remain valid for the period specified in Clause 15.

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

(CLAUSE 4.2 (g) OF ITB)

BANK CERTIFICATE

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

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

Date:

_____

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

AFFIDAVIT

FORMAT- 2(i)

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

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

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

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

_____

(Signed by an Authorised Representative of the Firm)

_____

Name of the Representative

_____

Name of Firm

_____

DATE

To be notarized by Notary

UNDERTAKING (Regarding Minimum Investment)
(On Bidders Letter Head)

FORMAT- 2(ii)

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

(Signed by an Authorized Representative of the Firm)

_____
Name of the Representative

_____
Name of Firm

_____
DATE

UNDERTAKING (Bid Validity)

(On Bidders Letter Head)

FORMAT – 2 (iii)

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of 120 days after the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

_____

(Signed by an Authorized Representative of the Firm)

_____

Name of the Representative

_____

Name of Firm

_____

DATE

(On the letter head of the bidder)

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

UNDERTAKING*

(Availability of Key Equipments along with ownership details)

I, the undersigned do hereby undertake that our firm M/s…… agree to provide and will deploy required equipment as mentioned in the Appendix to ITB of the work **"Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor).** Further it is certified that the documents submitted as an evidence of availability of the key equipments for this work as stated in the Appendix to ITB, are genuine and correct. If anything contrary to the details as submitted is found at any stage NHIDCL would be at liberty to debar/blacklist my firm for an appropriate period as decided by NHIDCL.

_____

(Signed by an Authorized Representative of the Firm)

_____

Name of the Representative

_____

Name of Firm

(Seal of the company)

_____

DATE

***** This Undertaking be read along with RFP Clause 4.4. (B) (b) (i) i.e., ownership details of minimum required equipment ***(refer at page 33)***

APPENDIX 1.8 [REF. CLAUSE 4.4 B (B) (II)]

DECLARATION/ WILLINGNESS

I …….(Name of Proposed Personnel), the undersigned do hereby declare that I have accepted the offer of M/s……(Name of Bidder) to be employed as (Project Manager/ Site Engineer/ Quantity Surveyor) *(Tick the relevant position)* for the work, "Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor) and will join the project site and available for the entire project duration willingly.

NAME OF PROPOSED PERSONNEL

MOBILE NO.

EMAIL ID :

AADHAAR NO. :

DATE :

SIGNATURE OF PROPOSED PERSONNEL :

Guidelines of the Department of Disinvestment

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for Bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the Bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which

it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

(e) The disqualification criteria would come into effect immediately and would apply to all Bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The Bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-
(A.K. Tewari)
Under Secretary to the Government of India

(On the letter head of the bidder)

Undertaking

(Disinvestment)

I, the undersigned do hereby undertake that no investigation by a regulatory authority is pending against us and abide the conditions of the "Guidelines of the Department of Disinvestment".

_____

(Signed by an Authorized Representative of the Firm)

_____

Name of the Representative

_____

Name of Firm

(Seal of the company)

_____

Date_____

Undertaking

It is to submit that I have furnished a Fixed Deposit receipt for Rs……..(Rupees …….. only) no. ……, dated ……..., as a Bid Security/Performance Security/Additional Performance Security for the project "……" before entering into its agreement, being 3% of the project Cost, in the joint name of the "NHIDCL, RO-Kohima (Authority) & ……..., (Bidder/Contractor) on unconditional and irrevocable basis. The Said FDR is prepared in terms of the RFP terms & conditions.

In case of non-performance/default in compliances of terms of the RFP/Contract Agreement on my part, the Authority has right / freedom to withdrawal /encash the Fixed Deposit receipt no. ……., dated …….. at any point of time, without demur, reservation, recourse, contest or protest and without any intimation to me. As there is NO such joint account is either opened or being operated at this point, thereby, in the event of withdrawal of FDR by Authority, the amount may be transferred to NHIDCL, RO-Kohima account is as detailed below:

Sl. No	Particulars	Details
1	**Name of the Beneficiary**	**RO-Kohima, NHIDCL – Project Account**
2	**Beneficiary Bank Account No.**	**3306201000223**
3	**Beneficiary Bank Branch**	**IFSC code - CNRB0004077**
4	**Beneficiary Bank Branch Name**	**Kohima, Nagaland**
5	**Beneficiary Bank Address**	**Canara Bank, 1st Floor, NH39 Near IOC-Petrol Pump, Kohima, Nagaland 797001.**

The above undertaking is submitted to the authority without any condition.

For ……..

Authorised Signatory

(SECTION-IV)

FORMS OF BANK GUARANTEES
LOA & AGREEMENT

“Name of Project: “Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at “Risk and Cost” of EPC Contractor)

APPENDIX - II
Bank Guarantee for BID Security
(Refer Clauses 16)

B.G. No.

Dated:

1 In consideration of you, National Highways & Infrastructure Development Corporation Limited (NHIDCL), having its office at National Highway & Infrastructure Development Corporation Ltd., RO-Kohima, PWD Rest House, PWD Colony, Kohima, Nagaland-797001, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of …… and having its registered office at …… ~~(and acting on behalf of its JV)~~ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for **"Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)** (hereinafter referred to as "the Project") pursuant to the RFP Document dated …… issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at …….. (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 16 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs ……. lakh (Rs. …… only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2 Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be

restricted to an amount not exceeding Rs …… (Rs. ……. only)

4 This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5 We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6 The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7 In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability 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 said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10 It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the

Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs …….. lakh (Rs. …… only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim (A letter from the Authority shall be not below the rank of General Manager in the NHIDCL) on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 120 days after the BID Due Date)].

14 This guarantee shall also be operatable at our…….. Branch at Kohima, 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.

Signed and Delivered by ……. Bank
By the hand of Mr./Ms …….., its …….. and authorised official.

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

NOTES:

- The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.
- The issuance of the Bank Guarantee shall be intimated by the banker of the Bidder through SFMS Gateway to NHIDCL's Bank Account in Canara Bank, 1st Floor, NH 39, Near IOC Petrol Pump Kohima Nagaland 797001 (Account details provided Section-I (Introduction), Cl. 1.2.4) and BG confirmation shall be obtained from Canara Bank before acceptance of the Bank Guarantee.

Sl. No.	Particulars	Details
1	Name of the Beneficiary	RO Kohima NHIDCL Project Account
2	Beneficiary Bank Account No.	3306201000223
3	Beneficiary Bank Branch	IFSC CNRB0004077
4	Beneficiary Bank Branch Name	Kohima, Nagaland
5	Beneficiary Bank Address	Canara Bank, 1st Floor NH 39 Near IOC Petrol Pump Kohima Nagaland 797001.

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 …… and presently residing at ……., who is presently employed with us and holding the position of …… , 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 EPC 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

……

"Name of Project: "Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)

(Signature)

(Name, Title and Address of the Attorney) (Notarised)

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:……

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 favour 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 legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

FORM OF BANK GUARANTEE
[Performance Security/Additional Performance Security]

To
Executive Director(P),
National Highways and Infrastructure Development PWD
Rest House, PWD Colony,
Kohima, Nagaland - 797001

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

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs….. cr. (Rupees ……..….. crore) (the "**Guarantee Amount**"[1]).
AND WHEREAS we, …….. through our branch at ……. (the "**Bank**") have agreed to furnish this Bank Guarantee (hereinafter called the **"Guarantee**") by way of Performance Security.
NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of

General Manager, NHIDCL that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

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

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

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

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

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

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

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

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

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

13 This guarantee shall also be operatable at our…….. Branch at **Kohima** (Complete Address of bank branch is mandatory), from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be

[$] Insert date atleast 2 (two) years from the date of issuance of this Guarantee The Contractors can submit the BG for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the BG in one go for the entire DLP.

made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The 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 NHIDCL, details of which is as under:

Sl. No	Particulars	Details
1	Name of the Beneficiary	RO Kohima NHIDCL Project Account
2	Beneficiary Bank Account No.	3306201000223
3	Beneficiary Bank Branch	IFSC CNRB0004077
4	Beneficiary Bank Branch Name	Kohima , Nagaland
5	Beneficiary Bank Address	Canara Bank, Ist Floor NH 39 Near IOC Petrol Pump Kohima Nagaland 797001.

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 APPLICATION

To,

Executive Director (P),
National Highway & Infrastructure Development Corporation Ltd.,
PWD Rest House, PWD Colony,
Kohima, Nagaland-797001.

Sub: BID for **"Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)**

Dear Sir,

With reference to your RFP document dated *** **[$], I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and M&R works for the Project during the Defect Liability Period.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last two years, I/we have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by

imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.

7. I/ We declare that:

   (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

   (b) Deleted.

   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 35 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

   (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 35 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

   (e) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity as per Section 3 were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.

9. I/We believe that I/we satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the RFP document.

10. Deleted.

11. I/ We certify that in regard to matters other than security and integrity of the country, I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
14. Deleted.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/ We have studied all the Bidding Documents carefully and also surveyed the project highway and the traffic. We understand that except to the extent as expressly set for thin the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
20. Deleted.
21. Deleted.
22. The documents accompanying the Technical BID, as specified in the RFP, have been submitted in separate files.
23. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.

24. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. Deleted.
27. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.
28 I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this BID under and in accordance with the terms of the RFP document. Yours faithfully,

Date: (Signature, name and designation

Place: of the Authorised signatory)

Name & seal of Bidder

Details of Bidder (to be annexed with letter of application)

1. (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:
   (f) Class III Digital Signature Certificate ID number

5. Deleted.

6(a) I/ We certify that in the last two years, we have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.

(b) I/ We certify that we do not fall in any of the categories of being a Non-Performing entity given at Clause 2.1.14 of Instructions to Bidders in the projects of Expressways,

National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and furnished the complete details.

7(a) I/ We further certify that no investigation by a regulatory authority is pending either against us or our sister concern or against our CEO or any of our directors/managers/employees.

(b) I/ We further certify that no investigation by any investigating agency in India or outside is pending either against us or our sister concern or against our CEO or any of our directors/managers/employees.

A statement by the Bidder disclosing material non-performance or contractual non-compliance in current projects, as on bid due date is given below (attach extra sheets, if necessary)

Name of the Bidder: _____

Sr. No.	Categories of Non-Performer	Project 1	Project 2
(i)	Fails to set up institutional mechanism and procedure as per contract.		
(ii)	Fails to mobilize key construction equipment within a period of 4 months from the Appointed date.		
(iii)	Fails to complete or has missed any milestone and progress not commensurate with contiguous unencumbered project length/ ROW available even after lapse of 6 months from respective project milestone/ schedule Completion date, unless Extension of Time has been granted due to Authority's Default or Force Majeure;		
(iv)	Fails to achieve progress commensurate with funds released from Escrow Account (Equity + Debt + grant) in BOT or HAM project and variation is more than 2.5% in the last 365 days;		
(v)	Fails to achieve the target progress or complete the project as per schedule agreed at at time of sanctioning of funds under One time funds Infusion (OTFI) or relaxations to contract conditions to improve cash flow solely on account of Concessionaire's/ contractor's failure/ default;		

(vi)	Fails to complete rectification (excluding minor rectifications) as per time given in non-conformity reports (NCR) in design/ completed works maintenance or reported in Inspection Reports issued by Quality Inspectors deployed by the Authority or Officers of the Authority.		
(vii)	Fails to complete minor rectifications exceeding 3 instances in a project as per time given in non-conformity reports (NCR) in design/completed works/maintenance;		
(viii)	Fails to fulfill its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this regard;		
(ix)	Damages/penalties recommended by Independent/Authority's Engineer during O&M period and remedial works are still not taken up;		
(x)	Fails to complete Punch List items even after lapse of time for completion of such items excluding delays attributable to the Authority;		
(xi)	Occurrence of minor failure of structures/highway due to construction defect wherein no causalities are reported (casualties include injuries to human being/animals);		
(xii)	Occurrence of major failure of structures/highway due to construction defect wherein no casualties are reported (casualties include injuries to human being/animals);		
(xiii)	Occurrence of major failure of structures/highway due to construction defect leading to loss of human lives besides loss of reputation etc. of the authority.		
(xiv)	Fails to make premium payments excluding the current installment in one or more projects;		
(xv)	Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case);		
(xvi)	Fails to submit the Performance Security within the permissible time period in more than one project;		
(xvii)	Rated as an unsatisfactory performing entity/ non-performing entity by an independent third-party agency and so notified on the website of the Authority;		

(xviii)	Failed to perform for the works of Expressways, National Highways, ISC & EI works in the last 2(two) years, as evidenced by imposition of a penalty by an arbitral or judicial authority or judicial pronouncement or arbitral award against the Bidder, including individual or any of its Joint Venture Member, as the case may be.		
(xix)	Expelled from the contract or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such Bidder, including individual or any of its Joint Venture Member; Providing that any such decision of expulsion or termination of Contract leading to debarring of the bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.		
(xx)	Fails to start the works or causes delay in maintenance & repair/overlay of project.		

I/ We certify that the list is complete and covers all the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and that we do not fall in any of the above categories of being a Non-Performing entity.

(Signature, name and designation of the authorised signatory)

For and on behalf of……

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 **"Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)**, it is hereby notified that your bid for a contract price of **Rs……** (**Rupees in words…) (excluding GST)** has been accepted for and on behalf of NHIDCL.

2. You are hereby requested to furnish Performance Security/ Additional Performance Security in the form detailed in para. 33.2 of ITB for an amount equivalent to **Rs……** (**Rupees in words…)** within 07 days as per provisions of clause 33.1 of ITB of the bid document and sign the contract agreement failing which the actions as stipulated in clause 33.3 of ITB shall be taken.

Thanking you,

Yours faithfully,

(……..)
Executive Director (P)

FORM OF AGREEMENT

AGREEMENT

This agreement made the _____day of _____ 2023_____between the National Highways & Infrastructure Development Corporation Ltd., New Delhi (hereinafter called "the Employer" of the one part and _____ (here in after called "the Contractor") of the other part.

AND WHEREAS the Employer invited bids from eligible bidders for the execution of certain works, viz **"Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)**

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 Employer by his letter of acceptance dated _accepted the offer submitted by the Contractor for the execution and completion of such works and remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below.

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to;

2. the following documents shall be deemed to form and be read and construed as part of this agreement viz.
   (a) Contract Agreement,
   (b) Letter of Acceptance
   (c) Notice to proceed with the works
   (d) Contractor's Bid,
   (e) Contract Data,
   (f) Conditions of Contract
   (g) Integrity Pact
   (h) Technical Specifications,
   (i) Implementation Manual
   (j) Additional Conditions

(k) Drawings, if any
(l) Scope of Work
(m) Bill of Quantities, and
(n) RFP
(o) Any other document listed in the Contract Data.

3. The foregoing documents shall be construed as complementary and mutually explanatory one with another. Should any ambiguity or discrepancy be noted then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.

5. the employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Binding Signature of Employer _____

For and on behalf of National Highways & Infrastructure Development Corporation

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 AND CONTRACT DATA

“Name of Project: “Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at “Risk and Cost” of EPC Contractor)

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Section V
Conditions of Contract

A. General

1. Definitions

1.1 Maintenance of the road specified in the BOQ and executing other items of road maintenance works as ordered by the Engineer.

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

Compensation Events are those defined in Clause 41 hereunder.

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

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

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

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

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

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

Days are calendar days; months are calendar months.

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

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

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

Defect liability period for whole of the work of Bill shall be 6 months calculated from

the date of issue of completion certificate by Engineer.

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

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

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

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

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

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

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

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

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

Rectification Standard:
The Contractor shall maintain the specific parts of the road aspects as specified in BOQ or as ordered by Engineer in charge and ensure road users safety and comfort. The maintenance activities shall be so planned that the defects are repaired well before they reach maximum condition as per the permissible tolerance.

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

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

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

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

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

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

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

Work Order is the order containing the detailed scope of work to be executed at site indicated in the order when issued by the employer as and when required. The work will be done exclusively based on Item wise Work Order placed by Engineer.

2. Interpretation

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

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

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

(a) Contract Agreement,
(b) Letter of Acceptance
(c) Notice to proceed with the works
(d) Contractor's Bid,
(e) Contract Data,
(f) Conditions of Contract
(g) Integrity Pact
(h) Technical Specifications,

(i) Implementation Manual
(j) Additional Conditions
(k) Drawings, if any
(l) Scope of Work
(m) Bill of Quantities, and
(n) RFP
(o) Any other document listed in the Contract Data.

3. Language and Law

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

4. Engineer's Decisions

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

5. Delegation

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

6. Communications

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

7. Subcontracting

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

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

a. the sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
b. the provision of labour or labour component.
c. the purchase of Materials which are in accordance with the standards specified in the Contract.

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

a) The Contractor shall not sub-contract the Works more than the limit specified in Contract Data.

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

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

a) the circumstances warrant such sub-contracting; and

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

8. Other Contractors

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

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

9.2 If the Engineer asks the Contractor to remove a person who is a member of the

Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

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

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

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

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have

provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be debt due.

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

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

14. Site Investigation Reports

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

15. Queries about the Contract Data

15.1 Queries on the Contract Data, if raised in written form, will be clarified by PMU responsible for execution of the work. For this work, PMU office at Dimapur, headed by General Manager (Projects) may be contacted.

16. Contractor to Construct the Works & do maintenance

16.1 The work order will be issued based on as and when required basis. The work may be required to be partially executed or may not be executed at all by NHIDCL. No claim whatsoever from any of the selected bidders on this account shall be entertained in this regard.

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

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

18. Approval by the Engineer

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

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

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

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

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

19. Safety

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

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

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

22. Access to the Site

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

a. The Engineer b.
The Employer

23. Instructions

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

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

24. Deleted

25. ARBITRATION

The procedure for arbitration will be as follows:

(a) In case of Dispute or difference arising between the Employer and a domestic

contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Secretary General of Indian Road Congress.

(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Secretary General of Indian Road Congress shall appoint the arbitrator. A certified copy of the order of the Secretary General of Indian Road Congress making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties.

(e) The cost and expenses of Arbitration proceedings will be borne equally by both parties in accordance with the following fee structure (the signing of the contract shall be the acceptance of the fee structure given below by both the parties):

Sl. No.	**Particulars of fee and other charges**	**Schedule Amount payable per Arbitrator/ per case**
1.	Arbitrator fee	Rs.15,000/- per day subject to a publishing the Award within 12 months. 12 months will be reckoned from the date of first meeting.
2.	Reading Charges	Rs.15,000/-
3.	Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs.20,000/-
4.	Charges for Publishing/ declaration of the Award	Maximum of Rs.20,000/-

5.	Other expenses (As per actual Against bills subject to maximum of the prescribed ceiling given below) Traveling Expenses, Lodging and Boarding	Economy class by air, first class AC by train, AC car by road. (i) Up to Rs.15,000/- per day (metro cities) (ii) Up to Rs.7,000/- per day (other cities) (iii) Rs.3,000/- per day own arrangement)
6.	Local Travel	Rs.1,500/- per day
7.	Extra charges for days other than hearing / meeting days (maximum for 2 days	Rs.3,500/- per day
Note :	**Lodging, boarding and traveling expenses shall be allowed only for those members who are residing 100kms. Away from place of meeting. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.**	

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

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

26 Deleted

B. Time Control

27. Programme

27.1 The Engineer shall issue the indent of work “Work Order”, in stages specifying the time limit for the same as and when required. The Contractor shall submit to the Engineer for approval a programme within the time stipulated in the Contract Data showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts.

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

27.3 The Contractor shall submit to the Engineer for approval an updated Programme at intervals. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

27.4 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

28.1 The Engineer shall extend the Intended Completion Date only after the approval of NHIDCL if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

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

29. Delays Ordered by the Engineer

29.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require

prior written approval of the Employer.

30. Management Meetings

30.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

30.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

31. Identifying Defects

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

31.2. The Defects Liability Period is not applicable for works of routine maintenance such as pot holes/ patch repairs/ ruts repairs/ cleaning and clearing, etc. under performance based BOQ item.
However, for other specific items of works (if any), got executed as ordered by Engineer (if any), the Defects Liability Period shall 48 months, counted from the Date of Completion issued in pursuance of Clause 47.

32. Tests

32.1 The contractor shall be solely responsible for:

a. Carrying out the mandatory tests prescribed in the documents forming part of contract/ prevailing IS codes and standards.
b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

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

32.3 Subject to further condition in contract data

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

33.1 It is the terms of contract that Short Term Improvement and M&R works for road shall be of very high standard, requiring no major repairs for at least forty-eight (48) months after the date of completion of works.

33.2 If any defects including shrinkage, cracks, other faults appear in the work within defect liability period of works of respective sections after issue of Completion certificate, the Engineer shall give notice to the Contractor of any defects before the end of the Defects Liability Period. The Defects Liability shall be extended for as long as defects remain to be corrected.

33.3 Every time notice of a defect is given, the Contractor shall correct the notified defect at his own cost within the length of time specified by the Engineer"s notice. If the contractor is in default the Engineer shall cause the same to be made good by

other workmen and deduct the expenses from any sums that may be due to the contractor.

34. Uncorrected Defects

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

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

D Cost Control

35. Bill of Quantities

35.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning and maintaining works to be done by the Contractor.

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

35.3 Change in Quantities

35.3.1 If the final quantity of the work-done differs from the quantity in the Bill of Quantities for the particular item, the Engineer shall adjust the quantity of other items as deems fit to allow for the change.

35.3.2 The Engineer shall only adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, restricted to maximum 20 percent, after taking Prior approval of the Employer. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

35.3.3 Change of scope due to up gradation

The proposed section of National Highway in the contract is proposed to Complete balance work of highway lighting, The contractor shall not claim anything from NHIDCL on account of earlier foreclosure/ termination of the contract i.e. before the expiry of the scheduled contract period or quantity of items on account of award of work of highway lighting. Not withstand contrary in this contract any or all quantities, of any or all items of works, may be partially executed, exceeded, or may not be executed at all. The work will be done exclusively based on Item wise Work Order placed by Engineer.

36. Variations

36.1 All variations shall be included in updated programmes produced by the Contractor. The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, if considers necessary or advisable during the progress of the work, have power to order +/- 20% of original Contract Value only after approval from NHIDCL, in writing, Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmers produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation within seven

days, shall not be taken into account.

36.2 Such variation may be for any change in quantity of any item in the Bill of Quantities.

36.3 Such variation may be for execution of any quantity of any new item which is not available in the Bill of Quantities.

37. Payments for Variations

37.1 If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate. This shall apply for Variations only up to the limit prescribed in the Clause 35. If the Variation exceeds this limit, the rate shall be derived under the provisions of clause 37.2 and 37.3 for quantities (higher) exceeding the deviation limit.

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

37.3 If the rate for Variation item cannot be determined in the manner specified in Clause 37.1 or 37.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor and approval from NHIDCL will be taken. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Employer on the rate so determined shall be final and binding on the Contractor.

38. Cash Flow Forecasts

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

39. Payment Certificates

39.1 The Contractor shall submit to the Engineer/Authority's Engineer/Nominated technical representative monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.

39.2 The Engineer /Authority's Engineer/Nominated technical representative shall check the Contractor's monthly statement within 15 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/Authority's Engineer/Nominated technical representative.

39.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

39.5 The value of work executed shall also include the valuation of Variations and Compensation Events.

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

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

40. Payments

40.1 Payments shall be adjusted for deductions for, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts Engineer /Authority's Engineer/Nominated technical representative had certified within 28 days of the date of each certificate.

40.2 The Authorized Representative of the Employer shall make the payment certified by the Engineer/Authority's Engineer/Nominated technical representative.

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

41. Compensation Events

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

a) The Engineer orders a delay or delays exceeding a total of 30 days.

b) The effects on the Contractor of any of the Employer's Risks.

41.2 If a Compensation Event would prevent the Works being completed before

the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended after the approval of the employer.

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

42. Taxes & Currencies for payments

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

42.2 All payments will be made in Indian Rupees.

43. Price Adjustment- Deleted

44. Security Deposit / Retention Money

44.1 The Employer shall retain security deposit of five percent of the amount from each payment due to the Contractor until Completion of the whole of the Works.

44.2 The security deposit/retention money deducted as per clause 44.1, will be released to the Contractor when the **Defect Liability period is over,** and the Engineer has certified that the Defects, if any, notified by the Engineer to the Contractor before the end of this period have been corrected.

44.3 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 Employer at the rate or part thereof stated in the Contract Data for each day that the Completion Date is

later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

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

46. **Advance Payment: Deleted**

47. Securities

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

48. Cost of Repairs

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

E. Finishing the Contract

49. Completion

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

50. Taking Over

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

51. Final Account

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

52. Operating and Maintenance Manual

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

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

53. Termination

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

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

a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;

b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstitution or amalgamation;

c) the Engineer/Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

d) the Contractor does not maintain a Security, which is required;

e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 45;

f) the Contractor fails to provide insurance cover as required under clause 13;

g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practise" means offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

h) 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 if applicable; and

j) any other fundamental breach as specified in the Contract Data and Integrity Pact.

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

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

54. Payment upon Termination

54.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and less the percentage to apply to the value of the work not completed,

as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

54.2 Save and except Cl. 35.3.3, if the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments outstanding on the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law. In case of termination on account of award of 2 laning work stated in Cl 35.3.3, the Engineer shall issue a certificate for the value of work done till termination, less advance payments outstanding, less other recoveries due in terms of contract and less taxes due to be deducted at source as per applicable law.

54.3 Deleted

55. Property

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

56. Release from Performance

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

F. Other Conditions of Contract

57. Labour

57.1 The Contractor shall, make arrangements of his own cost and expenses for the engagement of all staff and labour, local or others; for their payment, housing, feeding and transport; and for compliance with various labour laws/ regulations.

57.2 The Contractor shall, as asked by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

58. COMPLIANCE WITH LABOUR REGULATIONS

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

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

a) **Workmen Compensation Act 1923**:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) **Payment of Gratuity Act 1972**:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days" (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

c) **Employees P.F. and Miscellaneous Provision Act 1952**: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:

i. Pension or family pension on retirement or death as the case may be. ii. Deposit linked insurance on the death in harness of the worker.
iii. Payment of P.F. accumulation on retirement/death etc.

d) **Maternity Benefit Act 1951**: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) **Contract Labour (Regulation & Abolition) Act 1970**:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.

f) **Minimum Wages Act 1948**: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.

g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) **Equal Remuneration Act 1979**: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

i) **Payment of Bonus Act 1965**: - The Act is applicable to all 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.

59. Drawings and Photographs of the Works

59.1 The contractor shall do photography/videography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

59.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 59.1, shall be taken or permitted to be taken by the Contractor or by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Videography shall be published or otherwise circulated without the approval of the Engineer in writing.

60. The Apprenticeship Act 1961

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

61. FORECLOSURE:

The scope of the work shall be reduced, if deemed necessary as per the change in site requirement. The Work Contract may be foreclosed, at any time by NHIDCL. Intimation for such reduction of scope/foreclosure shall be made 7 days prior to the expected Foreclosure Date. Further, such reduction in scope/foreclosure shall be binding upon to the Contractor, without any representation and additional financial implication.

ANNEXURE-I (A)

ARBITRATION RULE OF SAROD

DELETED

ANNEXURE-I (B)

WORK ORDER

"Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)

					Date :			
Sl. No.	**BOQ Item No Description**	**Quantity**	**Date of start**	**Time for complete the work**	**Chainage**		**Length (Mts)**	**Remarks**
					From	**To**		

Contractor Engineer

Contract Data

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

Clause Reference

S. No.	Description	Clause Reference
1.	The Employer is **Managing Director, NHIDCL** **Address: 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001** Name of authorized Representative of Employer: **Executive Director (P), R.O. Kohima (Nagaland),** National Highway & Infrastructure Development Corporation Ltd., PWD Rest House, PWD Colony, Kohima, Nagaland-797001	[Cl.1.1]
2.	The Engineer is General Manager (Projects) Project Monitoring Unit-Dimapur, Nagaland Address: H. No. 63A, 1st floor, NST Colony, Behind City Tower, Dimapur, Nagaland-797112	[Cl.1.1]
3.	The Intended Completion Date for whole of the work in: 03 months from start date	[Cl.1.1, 17&28]
4.	The Site is located at Dimapur bypass (Nagaland Portion) **NH-36 & 39** (**(length 20.683 km) in the State of Nagaland.**	[Cl.1.1]
5.	The Start Date shall be 07 days after the date of issue of the Notice to proceed	[Cl.1.1]
6.	(a) The name and identification number of the Contract is: [Cl.1.1] **"Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)**	[Cl.1.1]
7.	(a) The law which applies to the Contract is the law of Union of India. (b) The language of the Contract documents is English	[Cl.3.1]

"Name of Project: "Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at "Risk and Cost" of EPC Contractor)

<table>
<tr><th>S. No.</th><th>Description</th><th>Clause Reference</th></tr>
<tr><td>8.</td><td>The limit of subcontracting is Nil of initial contract price. Subcontracting not allowed.</td><td>[Cl.7.1]</td></tr>
<tr><td>9.</td><td>Schedule of Other Contractor – NIL</td><td>[Cl 8.1]</td></tr>
<tr><td>10.</td><td>Technical personnel are as</td><td>[Cl 9.1]</td></tr>
<tr><td></td><td>
<table>
<tr><th>4.4 B (b) (ii)</th><th>Personnel</th><th>Minimum Qualification & Experience</th><th>Particular Experience (minimum requirement)</th><th>No. of Persons</th></tr>
<tr><td>1.</td><td>Project Manager</td><td>B.E. Civil + 5 Years Exp.</td><td>5 years on highway constructions/ maintenance work.</td><td>1</td></tr>
<tr><td>2.</td><td>Site Engineer</td><td>B.E. Civil + 3 Years Exp.</td><td>2 years on highway constructions / maintenance work.</td><td>2</td></tr>
<tr><td>3.</td><td>Quantity Surveyor</td><td>B.E Civil + 3 years Exp. or
Dip. Civil + 7 years Exp.</td><td>2 years on highway constructions / maintenance work.</td><td>1</td></tr>
</table>
</td><td></td></tr>
<tr><td>11.</td><td>Amount for insurance are:
a) Rupees equivalent to Contract price.
b) Rupees equivalent to 5% of Contract price.
c) Rupees 10 lakhs for multiple incidents. As per standard industrial norms. And deductible as per premium rate</td><td>[Cl.13.1]</td></tr>
<tr><td>12.</td><td>Site Investigation Report – NIL</td><td>[Cl 14.1]</td></tr>
<tr><td>13.</td><td>(A) The period for submission of the programme for approval of Engineer shall be 07 days from the issue of Letter of Commencement.
(B) (a) Identified indented work – Weekly Indent, Monthly Indent, Quarterly Indent and Bi-annual/annual Indent –
3 days before start of week; 7 days before start of month; 15 days before start of quarter and 28 days before bi-annual /annual period concerned

(2) Emergent Indent – Within 24 hours.</td><td>[Cl.27.1]</td></tr>
<tr><td>14.</td><td>Amount to be withheld for delays in submission of updated programme: 1% of value of work corresponding to the updated programme</td><td>[Cl.27.3]</td></tr>
<tr><td>15.</td><td>The period for setting up a field laboratory with the prescribed equipment relevant to items of work in BOQ is 15 days from the days from the date of notice to start work.</td><td>[Cl.32]</td></tr>
<tr><td>16.</td><td>The Defect Liability Period will be 48 months for periodic renewal and other improvement works executed (if any)</td><td></td></tr>
<tr><td>17.</td><td>(a) Amount of liquidated damages for delay in completion of works- For whole of work (1/2000) the of the Initial Contract Price, rounded off to the nearest Thousand, per day.</td><td>[Cl.45.1]</td></tr>
</table>

S. No.	Description	Clause Reference
	(b) Maximum limit of liquidated damages for delay in completion of work @10% (Ten *per cent) of the Initial Contract Price rounded off to the nearest thousand.*	
18.	The standard form of Performance Security acceptable to the Employer Shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents.	[Cl. 47.1]
19.	Other fundamental breach is that the contractor has failed to complete 75% of value of indented work in any 3 indents issued by the Engineer.	[Cl. 53.2 (j)]
20.	The percentage to apply to the value of work not completed representing the Employer's additional cost for completing the work shall be 20%.	[Cl. 54.1]

(SECTION-VI)
SCOPE OF WORK

SCOPE OF WORK

The work is to be carried in accordance to the relevant IS Codes (1944, 10322, 16106, 15885 etc..) /Indian standards and testing procedure applicable for illumination works on National Highways/ roads

The Clauses mentioned below are applicable only with relevant items of BOQ

- **General**

- **Road maintenance –** this includes emergency; routine, periodic (if required) and disaster maintenance. Broadly routine maintenance will include M&R works for shoulders and slopes, side drains, CD works, carriageway, crust, Hill Slope protection, Land Slide clearances and Drain / Culvert clearances. Continuity of traffic worthy carriageway during the Contract period at all the time.

- **Road property management** – Identification of encroachments and ribbon development, enforcement of regulations, Liaisoning with the relevant authorities for above including procurement of land records with ownership as per mutation from the concerned Revenue Authorities and help in mutation, if required and M&R works for road signs and road furniture, demarcation of ROW with Boundary Pillars etc.

- **Safety Improvement** (**Engineering Works)** – Laying of DBM/BC, WBM, Pot Hole Repairs, renewal of pavement marking, Repairing/ Providing Crash Barriers, Guard Rails management of access, provision of new sign boards, cats eyes, provision of FoB/PUP, Junction improvement, Rumble strips on cross roads, blinkers, refugee lanes, high mast light, cross bars, footpath, side drains etc.

- **Incident management** - road patrols and surveillance, first aid, basic automobile assistance, tow away cranes, wireless/mobile facility and road safety works.

- Inspections

Road Maintenance

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

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

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

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

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

- Repairing Local Potholes
- Crack Sealing
- Asphalt Treatment
- Road Sign Maintenance
- Road Markings
- Guard Rail and supplementary road furniture repairs M&R works for Rigid
- Pavements
- Repair of Fences
- Repairs of Accident Damaged Assets
- M&R works for Culverts, Drains and Channels
- Clearing of Litter and Debris from roads and structures Periodic M&R
- works for Flexible Pavement
- Hill Slope protection,
- Land Slide clearances
- Drain / Culvert clearances

6.2.1 Horticultural Maintenance

The contractor shall maintain all existing trees, plants, shrubs and other suitable vegetation in the median and right of way strictly according to the desired density and ensure the conservation of all trees, shrubs and similar vegetation, in the median and within the right of way by promptly replacing the casualties. The Contractor shall also take adequate and appropriate measures, during the various seasons, to ensure the survival of the vegetation.

Road property management

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

For this purpose, the Contractor with the help of the Authority Representative and Revenue Authority shall maintain Land Record Register for entire NH ROW and

shall also draw up a comprehensive asset register detailing the condition of the entire existing road and building assets. This asset register shall be maintained and continually updated after any additions to the infrastructure and after each of the required inspections.

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

6.3.1 Unauthorised Encroachments

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

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

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

Incident Management

The Contractor shall set up and maintain an Incident Management System (IMS) and supply regular incident statistics to NHIDCL.

Incident Management entails a set of coordinated activities initiated by the Contractor when an incident (an extraordinary event resulting in the reduction of road capacity or creates a hazard for users) occurs, in order to minimize the effects of the incident and restore normal capacity and safety levels to all affected road facilities as efficiently as possible.

The Contractor has to identify relevant agencies (e.g. rescue, fire, hazardous materials, traffic, police, ambulance, hospitals, alternative routes, cleanups) and their representatives and to liaise with these representatives on behalf of the employer.

The incident management centre on the project highway (minimum 500 sqm.) shall be continuously staffed on a 24 hours basis. The Contractor shall maintain

records of the details of all incidents (e.g. collision, hazardous material, breakdown, etc). After occurrence of any major incident, resulting in multiple loss of life, significant periods of road closure or major route rehabilitation work, an incident debriefing report shall be produced and forwarded to NHIDCL within 24 hours of occurrence. The Incident Management Centre shall monitor the location of route of incident management vehicles / Rescue operation vehicles through VTS on continuous basis.

Contractor will keep a record of the removed accidental/damaged vehicles by taking a dated photograph of the same and will submit the report on weekly basis to the Employer/Engineer.

Contractor will remove dead animals/birds from the carriageway and bury them at a suitable location as directed by the engineer/employer within two hours of the incident and accident vehicles/Debris within 4 hours. If contractor fails to remove the dead animals/birds from the carriageway within two hours of the incident, he will be levied a penalty of Rs. 10,000/-per such incident.

Route Patrols

The O&M contractor is required to provide 24 hrs per day route patrols to assist the road users of the highway, to provide information, feedback and perform functions in relation to incident management. To achieve this, the Patrol vehicles fitted with VTS should be fully equipped as well as the patrol persons should be adequately trained in traffic management, road safety and primary first aid. The purpose of these patrols is to:

- Provide the users of the highway with basic mechanical help for vehicles that breakdown on the road and also protect other users from such vehicles.
- Immediately identify traffic hazards of whatever nature, such as unauthorized parking, public transport vehicles, obstructing traffic during passenger loading and unloading, debris, stray animals and the like. The operator shall take the necessary measures to remove such obstructions.
- Provide emergency management at accident scenes until such time as the appropriate authorities arrive.
- Assist with the removal of damaged or mechanically impaired vehicles from the highway.
- Provide road user information and to further the image of National Highway Section.
- Maintain daily records of assistance provided to road users.
- Observe, record and report suspect aspects of the highway, hazards and incidental damage caused by vehicles, floods, storms or other random events, such that the highway maintenance records and database are continuously improved.

Patrol Vehicles / Rescue Vehicles

Vehicles should be fully covered having sufficient space for the required equipment storage, fitted with rotating light and hooter, and painted with approved unique colour pattern for quick recognition, with the NHIDCL name and emblem painted prominently

On sides, back and front, together with the Control Centre and Help line numbers. Vehicle should be in good condition and registration number not older than two years.

Each vehicle should also carry the following equipment.

a) Fire extinguisher 1 no.
b) Gas cutter with protective glass (2 nos.)
c) Liquid container 2 no., Water container with fresh water 1 no. ,Funnel.
d) Rubber Gloves, Leather Gloves (1 pair each)
e) Brooms one hard bristle, other soft-2 no.
f) Gum boot 4 pr, Rain coat 4 pr., Blanket 1.
g) Torch lights – 4 nos., Spare Batteries., Flashing light 1 no.
h) Hydraulic jack, towing chain, Animal hook, rope.
i) Tool set (with standard set of spanners, pliers hammer etc), shovels.
j) Battery Charger, Jumper cables
k) Diamond cutter and chain saw (for cutting metal, reinforced concrete and wood) crow bar (16").
l) Digital Camera, measuring tape.
m) Paper pad, Forms, pen/pencils, folders
n) First aid kit, Rain Coat, water proof sheets, stretchers (two numbers
o) List of hospitals

Each vehicle should also carry the following Traffic Management Equipment, (used/ worn out items shall be replaced forthwith with new ones)

a) Signboards – "Accident ahead" – 3 Nos. "Lane merging" – 3 no. "Direction Arrows" – 3 no, "Speed Limit" (80/60/40)-3 no, "Keep left / right" – 2 no (all signs 1200 mm size and of retro reflective type (high intensity grade).
b) Sign Stand set (one for triangular and other for circular sign) 6 sets.
c) Flags, whistle, reflective hand signal.
d) Traffic cones 500 mm size with solar bulb mounted on top – 20 Nos.
e) Barricades 4 Nos. reflective type (100 m), tape, stands, Flags of 600 mm by 600 mm made of good read cloth secured to a staff at 1 M length, Paddles of at least 600 mm wide and provided with rigid handle with markings SLOW, STOP.
f) Reflective jackets – 12 No.

As a minimum, each patrol vehicle should carry sufficient communication equipment to render its staff capable of direct communication with the incident Management Control Center established.

Manpower:

The team which is to be deployed with each patrol vehicle, needs adequate training for their tasks, especially in first aid, vehicle maintenance and minor repairs. The contractor must employ sufficient manpower to work in shifts for each patrol vehicle. Typical staffing shall be:

a) Route Patrol In-Charge
b) Route patrol assistant
c) Driver, with knowledge of vehicle repairs.

Typical duties of the Route Patrol In-Charge are:

a) Patrol the corridor to ensure obstruction free flow as per shift standards
b) to report to police and assist injured at accident scene and remove all obstructions from road when the vehicles are cleared
c) To provide first aid to injured, contact control room and ambulance service if needed, assist police
d) Report all incidents on radio control, to control room.
e) To ensure safety of traffic with minimal delay at accidents.
f) To assist motorists on broken down vehicles and to ensure that they do not obstruct free flow
g) Maintain relations with all emergency services, and local safety councils
h) To report carriageway condition, especially traffic guidance aids, signs, markings condition, condition of drainage, ROW plantations, medians plantation etc.
i) Check on Encroachment irregularities taking place within ROW, and prevent unauthorized entry into the corridor.
j) prevent theft of assets and report
k) attend to urgent maintenance for safety requirements.

At all times, the Route Patrol In-Charge should have with him a list of telephone numbers and address of all concerned in providing the Road Users Services.

On duty, all staff shall wear distinctive standard jackets having company LOGO, with night visibility. They are to deal with public and hence should be well trained to be courteous and helpful.

Number of Patrol Vehicle: 1

Note :

i) In case of absence/deficiencies in respect of vehicles / manpower / equipment as mentioned under Clause 6.4 found during inspection by Engineer/Authority Representative a penalty of Rs. 5000/- per item per incidence shall be levied.
ii) Incident Management Vehicles may be discontinued during the period of contract by the Employer. The agency will not have any claim due to de- mobilization of these vehicles at any stage.

Safety Improvement (Engineering Works)

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

Inspection

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

Daily followed by weekly and monthly Inspections

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

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

Quarterly Inspections

Items to be inspected at quarterly intervals shall include:

- Bridges – structural elements for damage
- Blocked drains and elements for damage
- Road marking
- Road signs

Repairs

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

PERFORMANCE STANDARDS

PERFORMANCE STANDARDS FOR MAINTENANCE:

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

Road Maintenance: (As per MOST Specifications)

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

5.	User information	All road signs, km stones & road marking in good condition	Seven days	- do -

B) Route operations

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

Performance Standards for Drainage System

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

Pre-monsoon inspection and repairs shall include: detailed condition inspection of all bridges, culverts and the longitudinal drainage system. This shall be followed by repairs as required. Clearance of waterways of cross-drainage (CD) works and bridge waterways (vegetation, silt) within the right-of-way and 100 m on either side of the right-of-way, clearing the longitudinal and surface drains, repairs to flooring and pitching and face walls which should be brought to intact condition and painting of bridge markings shall be carried out.

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

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

Deleted

– Performance standard for “carrying out cleaning, removing of dust / silt / thrash

from carriageway.

i) This BOQ item is on km basis. The total length of stretch under consideration is taken under this item. However width of carriageway to be kept clean as per BOQ provision, it includes.
   a) Total width of carriageway (LHS + RHS) including median width.
   b) Width of service roads (LHS + RHS) wherever service roads are in existence.
   c) Width of all structures such as flyovers, major bridges, minor bridges, culverts, subways, etc.

ii) For cleaning of carriageway contractor shall deploy mechanical broom with VTS for total period of contract. The deployment of mechanical broom shall be for at least 20 days / month. Contractor shall maintain log book of this mechanical broom and submit the Xerox of this along with each monthly statements of work done along with the report of VTS.

iii) In addition to mechanical broom contractor shall deploy following men / machinery for each month and total duration of contract.
   a) One unskilled labour / day (8 hours) for every three km. of stretch of road.
   b) One superior for every 30 km of stretch of road.
   c) One tractor with trolley / day (8hours) for every 30 km. of stretch of road.

iv) The contractor shall maintain separate signed muster rolls of deployed labours & supervisors and log books of tractors. The muster rolls and log books shall be made available for inspection. Xerox copy of log books and muster rolls shall be submitted along with each monthly statement of work done by the contractor.

v) The deployment maintained as per (ii) & (iii) is minimum and shall not relieve contractor from his obligation to keep the carriageway clean as per BOQ provisions. It is obligatory on contractor to increase inputs as per requirements of site conditions and Engineers instructions.

vi) The contractor shall submit daily reports (on next day) of out- puts of men & machinery deployment in the formats approved by Engineer. Failure of which shall attract a penalty of Rs. 1000 / incidence.

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

Indent for this work shall be issued once in year by the Engineer. After execution of this indented quantity, it is the sole responsibility of contractor to keep that particular area without any vegetation / weeds / grass for the

remaining period of contract (one year). For this purpose he shall make use of men / machinery deployment as in case of performance standard Cl. no. 6.10.

ADDITIONAL MAINTENANCE STANDARDS

Maintenance standard for cleaning, clearing and repairing roadside lined drains

Scope

i. The work shall consist of removing material to bring them to original shape/drainage capacity.

ii. Disposal of sediments, extraneous debris or vegetation growth, blocking flow.

Methods, Tools and Equipment

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

Measurements for Payment

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

Rate

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

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

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

Scope

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

Methods, Tools and Equipment

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

Measurements for Pavement

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

Rate

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

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

d. All labour, materials, tools, equipment, safety measures testing and incidental necessary to complete the work to specifications

Maintenance standard for routine M&R works for road signs and delineators, kerbs

Scope

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

Methods, Tools & Equipment

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

Maintenance standard for replacing road signs, delineators mounted on single post/multiple posts

Scope

i. The work shall consist of replacement of damaged signboards/delineators due to accident or worn out due to age and weathering.
ii. Replacement of missing signboards and major repairs especially to sign faces.

Methods, Tools & Equipment

i New signboards/ delineators in lieu of badly damaged/missing ones shall be provided conforming to MOST specification clause 801 to perform the function and convey message that was originally required (retroreflective type of high intensity grade).

ii For major repairs following sequence shall be carried out :

a. Beat any holes and indentations flat with a hammer and dolly
b. Clean the damaged area and remove any loose or flaking

sheeting, paint or other surface material

c. Fill the holes and indentations with polyster body filler and access material shall be striked off to flush with sign face.
d. Patch the whole of the affected area with existing surface material as required viz. Pressure sensitive, reflective sheeting, paint etc.
e. Restore the legend by black screening or reflective sheeting of correct class cut to shape.

Monitoring

The Contractor shall submit the daily report (by email) indicating the day's activities and the work executed at site. The Contractor shall also inform any changes observed at site such as road condition, structure damages/changes, damages to road-signs, crash barriers, railing, encroachments and any other unusual changes at site before 11.00 AM everyday for the preceding 24 hours.

The daily report should be submitted to Engineer on daily basis as per proforma approved by Engineer in consultation with Authorised representative of Employer.

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

(SECTION-VII)

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

7.1 PREAMBLE:

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

7.2 GENERAL REQUIREMENTS

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

7.2.1 PART – I – GENERAL TECHNICAL SPECIFICATIONS

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

ii. Further, the work is to be carried in accordance to the relevant IS Codes (1944, 10322, 16106, 15885 etc..) / Indian standards and testing procedure applicable for illumination works on National Highways/ roads

PART – II – SUPPLEMENTARY TECHNICAL SPECIFICATIONS

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

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

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

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

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

interpretation of the above, the decision of the Engineer shall be final and binding on the Contractor.

PART - II

7.3 AMENDMENTS/MODIFICATIONS/ADDITIONS TO EXISTING CLAUSES OF GENERAL TECHNICAL SPECIFICATIONS (PART- I).

SECTION 100 – GENERAL

Clause 102	Definitions: The following abbreviation shall be added in this Clause: "MOST" – Ministry of Surface Transport, Govt. of India (Now "MoRT&H" - Ministry of Road Transport and Highways)
Clause 106	Construction Equipment:
Clause 106 (a)	Add the following sentence. "The trial run is to be carried out laying the relevant pavement material and it is not to be part of the permanent works. The trial is to be carried out on prior approval of equipment by Engineer-in-Charge." Add Sr. No. (g) "The Contractor shall furnish to the engineer the detailed technical literature and other relevant documents regarding the performance of plant/equipment for approval prior to its purchase or mobilization on site."
Clause 107	Contract Drawings:
Clause 107.3	Deleted this Sub-Clause entirely.
Clause 108.4	Add New Sub-Clause: "Identification of quarry sites and borrow areas shall be the responsibility of the Contractor. Materials procured from quarry sites and borrow areas identified by the Contractor and to be used in Works must comply with the requirements of quality as stipulated in the Technical Specifications for particular item of work".
Clause 109	Setting Out:
Clause 109.10	Add new sub-clause "Before carrying out any survey work the Contractor shall submit

to the Engineer for the approval a programme and methodology for the calibration of all optical and electronic survey equipment to be used on site during construction of the works. The Contractor will maintain calibration records for all such equipment in his site office, available at all times for inspection by the Engineer.

Clause 110 Public Utilities:

Clause 110.1 Revise the clause as under:

Existing services like water pipes, sewers, oil pipelines, cables, gas ducts etc. owned by various authorities including Public Undertaking and Local Authorities shall be checked and located by the Contractor prior to commencement of work.

Clause 110.2 Revise the clause as under:

The Contractor"s programme must take into account the period of notice and duration of diversionary works of each body as existing at site. The Contractor must also allow for any effect of these services and alterations upon the Works and for arranging regular meetings with the various bodies at the commencement of the Contract and throughout the period of the Works in order to maintain the required co-ordination. During the period of the Works, the contractor shall have no objection if the public utility bodies and their decisions in the execution of their proposal in terms of programme and construction. Provided that, in the opinion of the Engineer, the Contractor has received reasonable notice thereof before the relevant alterations are put in hand.

Clause 111 Precautions for Safeguarding the Environment:

Clause 111.1 General

Add the following after the first paragraph:

The Contractor shall preserve existing trees, plants and other vegetation that are to remain within or adjacent to the works and shall use every precaution necessary to prevent damage or injury thereto.

On completion of the Works, all areas disturbed by the Contractor"s construction activities shall be restored in their original condition, or as may be acceptable to the Engineer. The cost of this work shall be deemed to be included in the rates generally.

Clause 111.4 Add the following sentence:

"The Contractor is to ensure that there is good drainage at all construction areas, to avoid creation of stagnant water bodies especially in urban/industrial areas, including water in old water bodies."

Clause 111.5 Pollution from Hot Mix Plants and Batching Plants

Add the following paragraph at the end of this Sub-clause.

The H.M.P. should be sited at least 500m away from the nearest habitation. The H.M.P. shall be fitted with a dust extraction unit in order that the exhaust gases comply with the requirements of the relevant current emission control legislation. "All operations at plants shall be undertaken in accordance with all current rules and regulations protecting the environment."

Clause 111.6 Substances Hazardous to Health

Add the following after the first paragraph as follows:

"The use of any herbicide or other toxic chemical shall be strictly in accordance with the manufacturer's instructions. The Engineer shall be given at least 6 working day's notice of the proposed use of any herbicide or toxic chemical.

A register of all herbicides and other toxic chemicals delivered to the site, shall be kept and maintained up to date by the contractor. The register shall include a name physical properties and characteristics, chemical ingredients, health and safety hazard information, safe handling and storage procedures, and emergency and first aid procedures for the product."

Clause 111.9 Add the following sentence at the end of the para.

Vehicles delivering materials to the site shall be covered to avoid spillage of materials on public roads.

Clause 111.12 After the last sentence adds the following:

"The costs of compliance with Clause 111 shall be deemed to be included in the rates for items included in the Bill of Quantities." Refer to Clause 114.2 (xv) of MOST Specification.

Clause 111.14 Add new Sub-Clause:

"The Discharge Standards promulgated under the Environment Protection Act, 1986 shall be adhered to strictly. All waste arising from the project is to be disposed of in a manner which is acceptable to the State Pollution Control Board and the Engineer."

All vehicles and machinery employed in the execution of the works shall be regularly maintained to ensure that pollutant emission levels comply with the relevant requirements of current pollution control legislation. During routine servicing operations, the effectiveness of exhaust silencers must be checked and if found to be defective must be replaced. Not withstanding this requirement, noise levels from any item of plant must comply with the relevant legislation for levels of sound emission. Non compliant plant is to be removed from site.

Vehicle maintenance and refueling shall be carried out in such a fashion that spillage of fuels and lubricants do not contaminate the ground or nearby watercourse. An “oil interceptor” shall be provided for wash down and refueling areas. Fuel storage shall in proper bounded areas. All spilt and collected petroleum products shall be disposed of in accordance with the relevant legislation.

Clause 111.15 Add the following New Sub-Clause:

All temporary accommodation must be constructed and maintained in such a fashion that uncontaminated water is available for drinking, cooking and washing. The sewage system for the camp must be properly designed, built and operated so that no health hazard occurs and no pollution to the air, ground or adjacent watercourses take place compliance with relevant legislation must be strictly adhered to Garbage bins must be provided in the camp and regularly emptied and the garbage disposed of in a hygienic manner.

Construction camps are to be sited away from vulnerable people and adequate health care is to be provided for the work force.

Clause 111.16 Add the following New Sub-Clause:

All works are to be carried out in such a fashion that the damage or disruption to the flora and fauna is reduced to a minimum wherever possible. Trees or shrubs will only be felled or removed that impinge directly on the permanent works or necessary temporary works, after seeking approval of the Engineer.

Clause 112 Arrangement for Traffic during Construction:

Clause 112.1 General

Delete the last sentence and add the following:

"The Contractor shall submit, for the Engineer's approval, a Traffic Control Plan 5 days prior to commencement of the temporary / permanent works."

The plan shall include:

i. Typical drawings for temporary diversions in accordance with Clause 112.3
ii. Typical details of arrangements for construction under traffic including details of traffic arrangement after the cessation of work each day.

Special consideration shall be given in the preparation of the Traffic Control Plan to the safety of pedestrians and workers at night.

Temporary diversions will be constructed only with the approval of the Engineer.

Clause 112.2 **Passage of Traffic along a part of the Existing Carriage way under improvement:**

Delete this clause:

Clause 112.6 Measurements for Payments and Rate

Add "and no extra payment will be made except the treatment of shoulders for earth work and granular sub-base as per Clause 112.2 above." At the end of first paragraph.

Clause 112.7 Side Roads and Property Accesses

Deleted

Clause 112.8 Plant and Equipment

Deleted

Clause 113 **General Rules For the Measurement of Works for Payment:**

Clause 113.2 Measurements for Lead of Materials

Delete this Clause and replace with:

"The rates in the Bill of Quantities are deemed to include the costs of haulage from source of supply to the site for all materials required for the Works."

Clause 114	**Scope of rates for different items of work:**
	Add to Clause 114.2 (xix). Cost of all provisions for executing the work safely including all protective clothing, barriers, earplugs etc.
Clause 115	Methodology and Sequence of Work:
	Substitute “28 days” for “30 days” in the 2nd line.
Clause 120	Field Laboratory:
Clause 120.1	Scope
	Delete this Clause:
Clause 120.2	Description
	Delete this Clause
Clause 120.3	Laboratory Equipment shall be provided as prescribed by the Engineer relevant to items of work in BOQ.
Clause 120.4	Deleted Add New Sub-Clause:
Clause 120.5	Deleted

Clause 120.6: Supply of Video Cassettes

The work consists of taking video films of important activities of the work as directed by the Engineer during the currency of the project and editing them and converting them to a CD (master CD+ 4 copies) film of playing time not less than 60 minutes and up to 180 minutes as directed by the Engineer. It shall contain narration of the activities in English by competent narrator. The editing of the film and the script for narration shall be as approved by the Engineer. The CD shall be acceptable quality and the film shall be capable of producing colour pictures.

SECTION 300 – EARTHWORK EROSION CONTROL AND

DELETED

SECTION 400 - SUB-BASES, BASES (NON-BITUMINOUS) AND SHOULDERS:

DELETED

SECTION 500 - BASE AND SURFACE COURSES (BITUMINOUS):

801.3.9 Warranty and durability:

The contractor obtain the certificate for warranty of products for 10 Years.

Installation

Measurements for Payment

801.6. Rate

The Contract unit rate shall be payment in full for the cost of making the road sign, including all materials, installing it at the site furnishing of necessary test certificates, warranty and incidentals to complete the work in accordance with these Specifications.

Note : The warranty as specified in clause- 801.3.9 should be in the name of NHIDCL and it must be deposited to the GM.

801 OVERHEAD SIGNS

General

Overhead signs may be used in lieu of, or as an adjunct to, kerb mounted signs where the situation so warrants for proper information and guidance of the road users. The following conditions may be considered while deciding about the provision of overhead signs:

Traffic volume at or near capacity Complex interchange design Three or more lanes in each direction Restricted sight distance Closely spaced interchanges

Multi. -lane exits

Large percentage of commercial vehicles High speed traffic

Additional Technical Specification

7.4 Road Studs/Cat eyes

7.4.1 General

Reflective pavement marker (RPM) or road stud is a device, which is bonded to or anchored within the road surface for lane marking and delineation for nighttime visibility. It reflects incident light in directions close to the direction from which it came.

Definitions

7.4.2 Description of Terms specific to this standard

a) **Coefficient of luminous intensity (CIL) or specific intensity -** the ratio of luminous intensity of the retro-reflector in the direction of observation to luminance at the retro-reflector on a plane perpendicular to the direction of the incident light expressed in terms of millicadelas per incident lux (mcd/lx).

b) **Horizontal entrance angle –** the angle in the horizontal plane between the direction of incident light and the normal to the leading edge of the marker.

c) **Observation angle –** the angle at the reflector between the illumination axis and the observation axis.

d) **Retro-reflection** - reflection in which the radiation is returned in direction close to the directions from which it came. This property being maintained over wide variations ofthe direction of incident radiation.

e) **Head** – that part of a road stud, which is above the road surface when the road stud is fixed in position in the road.

f) **Upper surface** – that part of the external surface of road stud, which is visible when the road stud is fixed in position in the road.

g) **Anchorage** – that part of a road stud, which is below the road surface when the roadstud is fixed in position in the road.

7.4.3 Material

a) Plastic body of RPM/road stud shall be moulded from ASA (Acrylonitrite) or HIPS

(Hi- impact Polystyrene) or ABS or any other suitable material approved by the Engineer-in- Charge. The markers shall support a load of 13635 kg tested in accordance with ASTM D 4280.

b) Reflective panels shall consist of number of lenses containing single or dual prismatic cubes capable of providing total internal reflection of the light entering the lens face. Lenses shall be moulded of methyl merthcrylate conforming to ASTMD 788 or equivalent.

c) Design

The slope or retro-reflecting surface shall preferably be 35+5 degree or base.The area of each retro-reflecting surface shall not be less than 13.0 sqcm.

d) Optical Performance

e) Unidirectional and bi-directional studs

Each reflector or combination of reflectors on each face of the stud shall have a C.I.L. not less than that given in Table 1 or 2 as appropriate.

Table 1 Minimum C.I.L. Values for Category „A" studs

Entrance angle	Observation angle	C.I.L. in mcd/lx		
		White	Amber	Red
0^{0}U 5^{0} L&R	0.3^{0}	220	110	44
0^{0}U 10^{0} L&R	0.5^{0}	120	60	24

Table 2 Minimum C.I.L. Values for Category „B" studs

Entrance angle	Observation angle	C.I.L. in mcd/lx		
		White	Amber	Red
0^{0}U 6^{0} L&R	0.3^{0}	20	10	4
0^{0}U 10^{0} L&R	0.5^{0}	15	7.5	3

Note: The entrance angle or 0^{0}U corresponds to the normal aspect of the reflectors when thereflecting road stud is installed in horizontal road surface.

A stud that incorporates one or more corner cube reflectors shall be considered to be included in category 'A'. A stud that incorporates one or more bi-convex reflectors shall be considered to be included in category „B'.

f) Omni-directional studs

Each omni-directional stud shall have a minimum C.I.L of not less than 2 mcd/lx.

7.4.4 Tests

a) Coefficient of luminance intensity can be measured by procedure described in ASTM E809 "Practice for Measuring Photometric Characteristics" or as recommended in BS: 873 – Part 4:1973.

b) Under test conditions, a stud shall not be considered to fail the photometric requirements if the measured C.I.L at any one position of measurement is less than the values specified in Table 1 or 2 provided that

(i) the value is not less than 80% of the specified minimum, and

(ii) the average of the left and right measurements for the specific angle is greaterthan the specified minimum.

7.4.5 Fixing of Reflective Markers

7.4.6 Requirements

a) The enveloping profile of the head shall be smooth and the studs shall not present anysharp edges in traffic.

b) The reflective portions of the studs shall be free from crevice or ledges where dirtmight accumulate.

c) All road studs shall be legibly market with the name, trademark or other means ofidentification of the manufacturer.

d) Marker height shall not exceed 20 mm.

e) Marker width shall not exceed 130 mm.

f) The base of the marker shall be flat within 1.3 mm. If the bottom of the marker isconfigured, the outermost faces of the configurations shall not deviate more than 1.3 mm from a flat surface.

7.4.7 Placement

a) The reflective marker shall be fixed to the road surface using the adhesives and the procedure recommended by the manufacturer. No nails shall be used to affix the marker, as nails are hazardous for the roads.

b) Regardless of the type of adhesive used, the markers shall not be fixed if the pavement is not surface dry and on new asphalt concrete surfacing until the surfacing

has been opened to traffic for al period of not less than 14 hours.

c) The portions of the highway surface, to which the marker is to be bonded by theadhesive, shall be free of dirt, curing compound, grease, oil, moisture, loose or

unsound layers, paint and any other material which would adversely affect the bond of the adhesive.

d) Use a wire brush, if necessary to loosen and remove dirt, then brush or blow clean.

e) The adhesive shall be placed uniformly on the cleaned pavement surface or on the bottom of the marker in a quantity sufficient to result in complete coverage of the area of contact of the marker with no voids present and with a slight excess after the marker has been lightly pressed in place.

f) For epoxy installations, excess adhesive around the edge of the marker, excess adhesive on the pavement and adhesive on the exposed surfaces of the markers shall be immediately removed. Soft rags moistened with mineral spirits or kerosene may be used,if necessary to remover adhesive from exposed faces of pavement markers.

7.4.8 Warranty and durability

The contractor shall obtain from the manufacturer a two-year warranty for satisfactory field performance including stipulated retro-reflectance of the reflecting panel and submit the same to the Engineer, In addition, a two year warranty for satisfactory infield performance of the finished road marker shall also be given by the contractor who carried out the work of fixing of reflective road markers. In case the markers are displaced, damages, get worn out or lose their r electivity compared to stipulated standards, the contractor would be required to replace all such markers within 15 days of the intimation from the Engineer at his own cost and with no extra remuneration to bepaid for such works.

7.4.9 Measurement for Payment

The measurement of reflective road markers shall be in numbers of different types of markers supplied and fixed.

7.4.10 Rate

The contract unit rate for reflective road markers shall be payment in full compensation for furnishing all labour, material, tools, equipment including incidental costs necessary for carrying out the work at site conforming to the specifications complete as perapproved drawings or as directed by the Engineer.

(SECTION-VIII)

IMPLEMENTATION MANUAL

SECTION – VIII
IMPLEMENTATION MANUAL

8.1 Introduction

SECTION – VIII IMPLEMENTATION MANUAL

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

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

8.2 Maintenance Procedures

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

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

8.3 Maintenance Programme Planning

8.3.1 The maintenance programme planning shall be in two stages

a. First Stage: Within 28 days of issuance of Letter of Commencement by the Employer. Contractor & Engineer shall identify the activities of Routine Maintenance, which shall have to be taken up immediately who check the further deterioration of paved and unpaved surface of carriageway separately. To identify these activities formal field inspection shall be carried out by technical staff of Contractor & Engineer. A management meeting shall then be called within 7 (seven) days of inspection to scrutinize the identified works and then these works shall be quantified. Engineer shall then issue indent to contractor for execution of these works specifying quantity to be executed at different locations, amount of works calculated on the basis of the unit rates quoted by contractor and date of completion. This part of work shall certainly be commenced not later then stipulated date of commencement.

b. Finalization of yearly maintenance programme: This activity shall begin with the stipulated date of commencement. The various steps proposed to be taken under this are as under :

i. to carryout present state inspection of entire stretch of Highway by Contractor & Engineer.

ii. To identify defects as per various available engineering characteristics of road & measurement of all defects in each sub-section (length of subsection shall be 200 m) based on representative measurements for 25 m length in each sub section. The extent of defects shall be recorded in forms finalized in consultation with NHIDCL for paved road, unpaved road and structure / furniture. All Defects with its extent shall be assessed in terms of length & area of the sub section, mentioning chainage (locations) in order to have exact estimate of work.

iii. A comprehensive documentation shall be prepared separately by Engineer and Contractor mentioning their assessment of various types of defects in each km of road.

iv. Management meetings shall be called within 15 days of inspection to finalize and then to quantity the defects after comparison of measured condition of road and maintenance intervention levels set out in this Section on commonly acceptable basis. This shall be followed by identification of particular maintenance work proposed to be carried out at site to make good the defects noted above, out of various alternatives available in BOQ.

8.4 Resource Estimation

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

8.5 Identification of Priorities

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

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

a. Urgent Works: Emergency repairs, removal of road blockade, repair to road breach, removal of accidental vehicles and dead animals, immediate repairs to CD works.

b. Recurrent Works: Blading and grading of unpaved surface, spot gravelling of unpaved surfaces, clearing of drains before rains, patch repair, local sealing and repair to pot holes.

c. Periodic Works: Re-gravelling shoulders, major repair to defective carriageway, road surface markings resealing and repair to CD works.

d. Other Periodic Works: Laying overlays and reconstruction

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

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

8.6 Work Scheduling

8.6.1 The maintenance and rehabilitation work of road is of unpredictable nature so

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

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

Group – I: Works of short duration of completion (up to 2 months)
Group – II: Works of larger duration of Completion (more than 2 months)

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

8.6.4 In case of urgency requiring immediate actions to remove road blockade, to construct temporary diversion or urgent preventive measures to reduce extent of expected damages or to make precautionary arrangements to handle emergencies. Engineer shall issue interim indents for such works / arrangements to be complied with by the contractor in responsible manner without loss of time.

8.7 Work Management

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

8.7.2. Deleted

8.7.3. The system of quarterly reports such as budget reports, resources utilization report, quality control and status of base maintenance programme (planned versus actual) has to be generated in order to evaluate working of contract

maintenance system and to work out up-gradation / modification required in the programme. The modification to finalized maintenance programme can be made with mutual consent of both the contractor and engineer to derive best results.

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

8.8. Work Control & Quality Assurance

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

8.8.2. A quality control laboratory equipped with all instruments required to perform tests as

indicated in MoRT&H / IRC / IS specifications at frequency mentioned therein shall have to be provided by the contractor. Contractor shall ensure that testing of all material delivered or constructed is regularly carried out by his filed staff as per standard norms and results of these tests are recorded in specified manner and made available to Engineer whenever required by him. The contractor shall provide the QC laboratory, as incidental to work and no separate payment shall be made for this item. The QC lab shall also be made available to Engineer for conducting tests of his own.

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

8.8.4. A quality control laboratory equipped with all instruments required to perform tests as indicated in MoRT&H / IRC / IS specifications at frequency mentioned therein shall have to be provided by the contractor. Contractor shall ensure that testing of all material delivered or constructed is regularly carried out by his filed staff as per standard norms and results of these tests are recorded in specified manner and made available to Engineer whenever required by him. The contractor shall provide the QC laboratory, as incidental to work and no separate payment shall be made for this item.
The QC lab shall also be made available to Engineer for conducting tests of his own.

8.8.5. In- process inspections shall be carried out by the Engineer to witness and or to verify the quality / quantity of work, when activity is in process with aim to judge justification of payment. Engineer shall carry out end product inspections after completion of the activity to provide satisfactory evidence about acceptability of the contractor's work.

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

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

a. "Do" Identifies the work which has not been done at all at site within specified time limit. An NCR issued with "Do" disposition for the work should immediately be undertaken by contractor.

b. "Re-Do" Identified the work, that is non-conforming of all quality aspects. Such works be totally removed & redone.

c. "Re-work" Requires part of particular item identified in this category be reworked to bring it to the quality required.

d. "Use-as-is" Applied where Engineer accepts work "as-is" notwithstanding the fact that it does not exactly conform to the contract requirements. This work shall be accepted only for agreed reduced rates with respect to unit rates quoted in financial bid by the contractor otherwise shall be re-classified under disposition "Do" or "Re-Do".

8.9. Payment Procedures

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

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

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

8.10. Records & Documentation

8.10.1. The results of all inspections shall be documented. The test results containing documentary evidence of activities and data relevant to the quality of work and performance of the contractor shall also be documented. The field daily to be filled by Site Engineer of Contractor shall be a basic form of documentation. The activities to be entered in daily dairy are -

- The description of day's activities, number and type of crew on job, equipment on job weather and temperature
- Any measurement made to determine pay quantities
- Daily summary of material issued in the job
- A record of significant conversations with and direction given to the contractor
- A record of bottlenecks with the progress or execution of the work
- A record of material testing in lab
- Details of visit by officials

8.10.2. The Contractor shall carryout road roughness measurement as directed by Engineer for the entire stretch at the end of the pavement maintenance and shall submit the complete record to NHIDCL. There shall not be any separate payment on account of this. The payment pertaining to this shall be deemed to be included in the items of works.

8.11 MAINTENANCE INTERVENTION LEVELS

Following criteria shall be adopted by the Engineer while indenting the works.

Sl. No.	Defects	Criteria / Extent(% of sub section length)	Treatment / Action	Type of maintenance
1	Shoulder & Slopes			
1.1	Vegetation growth on shoulders & side slopes	Any kind	Vegetation growth be removed	Routine
1.2	Trees	a. All kind	Trim and remove dead /diseased branches	Routine
		b. Fallen treeson carriageway	Remove immediatel y	Urgent
1.3	Deformation or scour	a. Upto 50 mm	Fill & Compact	Routine
		b. More than 50mm	Reconstruction	Recurrent / Urgent

Sl. No.	Defects	Criteria / Extent(% of sub section length)	Treatment / Action	Type of maintenance
1.4	Disturbed stone pitching	a. Upto 30 sqm.	Repair	Routine
		b. More than 30sqm	Reconstruct	Urgent
2	Side drains			
2.1	Kuccha drains silted /too shallow	Any extent	Clean & repair	Routine
2.2	Standing water on shoulders / drains	Any	Realign to correct gradient and make shallow lateral drains	Routine
2.3	Silting in pucca side drains	Any extent	Clean out	Routine
2.4	Damages or scouring of pucca drains	Any extent	Repair and reconstruct to adequate size and shape	Routine
3	CD Works			
3.1	Silted or blocked openings	Any extent	De-silting /cleaning	Routine
3.2	Erosion /Scour in upstream / down stream	Any extent	Repair / fill the boulders	Periodic
3.3	Pot holes erosion in paved surface floor	Any extent	Repair wit hconcreting	Periodic
3.4	Damaged crash barriers	Any	Reconstruct	Recurring / Urgent
3.5	Vegetation growth at inlet / outlet & near parapets	Any	Remove & Clear	Routine
3.6	Damaged masonry in parapets / substructure / superstructure	Any extent	Repair to match with existing & Report to the Engineer	Recurrent
3.7	Painting exposed surfaces of bridge railings, kerb stones parapets	Any	Repaint /White wash	Periodic
3.8	Cracks in structure	Any	Repair and repor tto the Engineer	Recurrent / Urgent
3.9	Leached, honey combed, spalled concrete surface, & exposed reinforcement	a. Upto 20 sqm	Repair with epoxy mortar or injected concreting	Urgent
		b. More than 20sqm	Reconstruct	Urgent / Special alters
3.10	Checking of expansion joints	Any	Check & repair &clean	Periodic

Sl. No.	Defects	Criteria / Extent(% of sub section length)	Treatment / Action	Type of maintenance
3.11	M&R works for bearings	Any (In case replacement of bearings is required, thenspecific report tobe given to the Engineer)	Check & clean & carry ordinary maintenance	Periodic
4	Road Furniture			
4.1	Dirty road signs / delineators	Any	Wash & clean	Routine
4.2	Damaged / corroded road signs and delineators	Any	Repair, repaint or replace	Periodic
4.3	Missing road signs	Any	Replace	Routine
4.4	Damaged / missing median kerbs, boundary pillars, 200 m stone, km stone & 5th km stones	Any	Replace	Periodic
4.5	Painting & printing letters on road signs, km stones, 200 m stone, 5th km stones	Any	Repaint & print tomatch with existing	Periodic
4.6	Safety barriers, fencing	Any	Repair & repaint	Periodic
4.7	Pavement markings	a. Upto 30 sqm.	Repair	Recurring
		b. More than 30 sqm.	Repair	Periodic
5	Roadside safety			
5.1	Dead animals	Any	Remove and burry	Recurrent / Urgent
5.2	Broken down / accidental vehicle	Any	Inform traffic policeand remove	Recurrent / Urgent
5.3	Road blockade	Any	Inform traffic police, remove blockade if reqd. construction temporary diversion	Recurrent / Urgent
6	Carriageway & Crust			
6.1	Stripping	a. <25 sqm.	Local sealing	Routine
		b. >25 sqm.	IInd coat surface dressing	Periodic
6.2	Rutting	a. depth ofruts		
		< 50 mm		
		i. Crack <10 mm	Seal the crack withslurry	Routine
		ii. crack > 10 mm	Surface dressing & fill ruts with bituminous mix	Recurrent
		b. depth ofruts > 50 mm		
		i. Crack <10 mm	Seal the cracks	Routine

Sl. No.	Defects	Criteria / Extent(% of sub section length)	Treatment / Action	Type of maintenance
			with slurry and fill ruts with bituminous mix	
		ii. crack > 10 mm	Surface coat surface dressing over cracked area to be followed by overlay	Periodic / Special attention
6.3	Pot holes	a. <20 mm	Patch repair to pot holes	Recurrent
		b. >20 mm	Patch repair to pot holes & check dressing of crust for strengthening if reqd.	Recurrent / Special Attention
6.4	Bleeding	a. < 25 sqm	Spread and roll over 6 mm size heated aggregates	Routine
		b. > 25 sqm	Apply surface dressing	Periodic
6.5	Cracks	a. < 25 sqm	Local sealing of cracks	Routine
		b. > 25 sqm	Local sealing followed by renewal	Periodic
6.6	Hungry surface	Any	Apply slurry seal or fog seal	Recurrent
6.7	Corrugations	------	Cutting of high spots and filling of low spots with existing surfacing material and seal the surface	Recurrent
6.8	Shoving	------	Remove the material upto firm base and relay stable mix	Recurrent
6.9	Shallow depressions	------	Repair the depression with pre-mixed material	Recurrent
6.10	Settlements & upheaval	a. <20 sqm	Remove the weak / defective fill upto base & redo.	Recurrent

Sl. No.	Defects	Criteria / Extent(% of sub section length)	Treatment / Action	Type of maintenance
		b. >20 sqm	i. Remove the weak / defective fill upto base & redo ii. Strengthen the crust by providing additionallayers	Periodic
6.11	Edge breaking & edgesteps	a. <25 mm	Cut affected areaand patch repair toroad edge; with repair to unpaved shoulders also	Recurrent
		b. >25 mm	Reconstruct shoulders and Repair to carriageway edge also	Periodic

(SECTION-IX)

ADDITIONAL CONDITIONS

ADDITIONAL CONDITIONS

1 Before tendering, the tenderer shall inspect the site of work and shall full acquaint himself the above terms and conditions with regard to site, nature of soil, availability of material suitable location for execution of work and time involved in the work (over the entire duration of contract) including local conditions that restrictions, obstructions and other conditions, as required for satisfactory and timely execution of the work. His rates should take into consideration all such factors like supply and storage of materials, man and machinery, land etc. and contingencies. No claim whatsoever shall be entertained by the NHIDCL on this account.

2 The contractor must study the specifications and conditions carefully before tendering.

3 Before the start of the work, the contractor shall submit the program of execution of work, get it approved from the Engineer/ NHIDCL and strictly adhere the same for the timely completion of the project work.

4 The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of work by the Engineer. Nothing extra shall be paid on this account.

5 The contractor shall all times carryout work on the highway in a manner creating No interference in the flow of traffic as per direction of Engineer/Employer and ensure continuity of traffic worthy carriageway during the Contract period at all the time.

6 All arrangements for traffic diversion during construction including M&R works for diversion road shall be considered as incidental to the work and contractor's responsibility and nothing shall be payable to him in this respect. However, if any new diversion road is constructed by the contractor, the same shall be paid separately.

7 The work shall be carried out in such a manner so as not to interfere or effect or disturb either works, being executed by other agencies, if any.

8 Any damage done by the contractor to any existing work shall be made good by him at his own cost.

9 The work shall be carried out in the manner complying in all respect with the requirement of relevant bye-laws of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.

10 For completing the work in time, the contractor might be required to work in two or more shifts including night shifts and no claim whatsoever shall be entertained on this account notwithstanding the facts that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provision of the law regulation and the agreement entered upon and/or extra amount for any other reason.

11 The contractor shall make his own arrangements for obtaining electric connection(s) as required and make necessary payment directly to the department concerned. The Department will however make all reasonable recommendations to the authority concerned in this regard.

12 The contractor or his authorized representative should always be available at the

site of work to take instructions from Engineer or his authorized representative and ensure proper execution of work(s) or work should not be done in the absence of such authorized representative.

13 The structural and other drawings for the work, shall at all times, be properly corrected before executing the work.

14 The contractor shall maintain in good condition all works executed till the completion of the entire work allotted to the contractor.

15 No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of works and no such claims on this account will be entertained.

16 Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal, earth, sand, bajri etc. collected him for the execution of the work direct to the concerned Revenue Authority of the state or central Govt. His rates are deemed to include all such expenditure and nothing extra shall be paid.

17 The contractor shall take all necessary measures for the safety of traffic during construction period, erect and maintain such barricades, including signs, markings, flags, lights and flagman, as necessary at either end of the excavation embankment and at such intermediate points as directed by the Engineer for the proper identification of construction area. The Contractor's rate shall include above items of work and nothing extra shall be paid to Contractor. He shall be responsible for all damages and accidents caused due to negligence on the part.

18 The contractor shall provide suitable barricading with suitably painted single row of the sheets about 3'0" wide (90cms) nailed or bolted with wooden poles spaced 2 to 3 meter apart and each pole 1.6m to 2m long, 8 cm to 10 cm dia. The poles will be embedded to mobile iron pedestal rings suitably framed for giving stable support without hindrances to the traffic as per direction of the Engineer/ NHIDCL I. All management (including, watch and ward) of barricades shall be the full responsibility of the contractor. The barricade shall be removed only after completion of the work or part of the work. The contractor's rates which include all above items of work and nothing extra shall be paid to the contractor over and above his quoted rates.

19 The temporary warning lamps shall be installed at all barricades during the hours of darkness and kept lit at all times during these hours.

20 The malba/garbage, removed from the site shall be disposed off by the contractor at any suitable place as directed by the Engineer.

21 All work and materials brought and left upon the ground by the contractor or by his order for the purpose of forming part of the works are to be considered to be the property of the NHIDCL and the same are not to be removed or taken away by the contractor or any other person without special license and consent in writing of the Engineer/ NHIDCL but the NHIDCL is not be in any way responsible for any loss or damaged which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.

22 The Contractor will be responsible to provide deep hand pump/tube well at site of work to make potable and safe drinking water to labour engaged in execution of

work.

23 The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials dewatering and other inputs involved in the execution of the items. If any reason contractor fails to quote his rate for any item provided in the schedule of quantities it will be assumed that contractor is ready to execute that item free of cost.

24 Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all-inclusive and shall apply to all heights, depths, leads and lifts.

25 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials.

26 The nature of work is such that contractor may have to carry out a part of work announced not less than Rs. 50,000/- (Fifty Thousand) or full work on short notice of 48 hours from Engineer in writing on site order book or through special messenger. Failure to comply with the instruction or delay in taking up the work as per schedule issued by the Engineer shall attract penalty clause as mentioned in the agreement. In addition a fine of Rs.1000/-per day for each day of default shall be recovered from contractor and decision of Engineer shall be final, binding and not open to arbitration.

27 Existing drains, pipes, cables, overhead wires, sewer lines, water line and similar services encountered in the course of the execution of the work shall be protected against the damages by the contractor. The contractors shall not store material or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

28 The contractor will not have any claim in case of any delay by the Engineer in removal of trees or shifting, removing of telegraph, telephone or electric lines (overhead and underground), water and sewer lines and other structure etc. if any, which may come in the way of the work. However, suitable extension of time can be granted to cover such delay.

29 Stipulated material shall be arranged by the contractor at site of work or all the items where such materials are required.

i) Tendered rates are exclusive of all taxes and levies payment under the respective statutes. However, pursuant to the constitution (46th amendment) Act 1982, it also further tax or levy is imposed by statute, after the date of receipt of tenders and the contractor there upon necessarily and properly pays such taxes/levies, the contractor shall be reimburse the amount so paid, provided such payment, if any, is not in the opinion of General Manager (P) / Executive Director(P) whose decision shall be final and binding) attributable to delay in execution of the work within the control of the contractor.

ii) The contractor shall keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Govt. and further shall furnish such other information/documents as Engineer may require.

iii) The contractor shall within a period of 30 days of imposition of any further

tax or levy in pursuant to the constitution of (46th Amendment) Act 1982, given a written notice thereof to the Engineer that the same is given pursuant to this condition together with all necessary information relating thereto.

30 Contractor may be required to execute this work under foul position. The decision of the Engineer whether the position is foul or not shall be final and the binding of the contractor and nothing extra for executing the work in foul position is payable, beyond what is provided in the schedule of quantities.

(SECTION-X)
INTEGRITY PACT

“Name of Project: “Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at “Risk and Cost” of EPC Contractor)

INTEGRITY PACT FORMAT

This integrity Pact is made at ___on this _____day of _____ 2023.

BETWEEN

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

AND

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

Preamble

Whereas, the Principal has floated the Tender {*NIT No…….dtd……}* (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract/s for *{Name of the work*} (hereinafter referred to as the "Contract"). And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "Integrity Pact" or "Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

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

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

(b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s)

confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following

principles during his participation in the tender process and during the contract execution.

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

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

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

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

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

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

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

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

(1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.

(2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.

(3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.

(4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.

(6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

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

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

Article – 5: Previous Transgressions

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

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

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

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

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

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

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

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

Article- 8: Independent External Monitor (IEM)

(1) The Principal has appointed an Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and

objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

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

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

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

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

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

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

Article – 9 Pact Duration

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

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

“Name of Project: “Providing and installation of lighting arrangement for the project Four/Six laning from Km 132.375 to Km 153.058 (Total New Alignment length of 20.683 Km) of Daboka-Dimapur section of NH-36 & 39 in the State of Nagaland under SARDP-NE, Package Dimapur Bypass (Nagaland Portion) in the FY 2022-23" (Percentage Rate and Work Order Basis, at “Risk and Cost” of EPC Contractor)

Article - 10 Other Provisions.

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

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

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

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

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

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

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

(For & On behalf of the Principal)

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

(Office Seal)

Place _____ Date_____

Witness 1: (Name & Address):

Witness 2: (Name & Address):

{COUNTERSIGNED and accepted by: JV Partner}