NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

(*MINISTRY OF ROAD TRANSPORT & HIGHWAYS)*

GOVT.OF INDIA

NATIONAL COMPETITIVE BIDDING

(Through E – TENDERING MODE)

Name of Work:Restoration &Rehabilitation of Ukhrul-Toloi-Tadubi road section from Km 60.00 to Km 115.00 covering Km 55.00 length on NH-102A in the state of Manipur in the year 2021-2022 on Item Rate Basis.

CONTRACT PACKAGE NO: **NHIDCL/RO-Imphal/R&R/U-T-T Road/Km 60.00 to Km 115.00/2021-22**

BID DOCUMENT

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT

CORPORATION LIMITED

September2021

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NOTICE INVITINGE-TENDER

(E-TENDERING MODEONLY)

National Highways & Infrastructure Development Corporation Ltd.
Notice Inviting Tender (National Competitive Bidding)

Date: 23.09.2021

Contract Package: NHIDCL/RO-Imphal/R&R/U-T-T Road/Km 60.00 to Km 115.00/2021-22

1. NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED of India (hereinafter called "the Employer") hereby invites bids on Item Rate Basis on two bid systems 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-performing by NHIDCL or the firms those are black listed/debarred for specified period byNHIDCL.

SL. No.	Name of Work	Name of NH	Estimated Civil Cost (Rs. In Lakhs)	Bid Security (Rs. In Lakhs)	Average Annual turnover for last 5 years (Rs. In Lakhs)	Time of Completion	Eligibility criteria as completed work of similar nature during last 5 years (Rs. In lakhs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Restoration & Rehabilitation of Ukhrul-Toloi-Tadubi road section from Km 60.00 to Km 115.00 covering Km 55.00 length on NH-102A in the state of Manipur in the year 2021-2022 on Item Rate Basis	NH 102A	112.18	1.12	112.18	06 (six) months from Appointed Date	Rs. 44.87Lakh (One similar completed work not less than the amount equal to 40% of the value of contract.)

Cost of Bid documents:Rs.10,000/- +Rs. 1800/- (GST)throughRTGS/NEFTinthe account RO-Imphal**.**

Note: Bidder who fails to submit the GST amount of Rs. 1800/- shall be summarily rejected.

Name of Beneficiary:-**NHIDCL**, **RO-Imphal**
Account No: **79513210000015**
Bank Name: **Canara Bank (erstwhile Syndicate Bank), RIMS Road, Imphal**
IFSC Code: **CNRB0017951**

2. The Scope of Work includes ***Restoration & Rehabilitation of Ukhrul-Toloi-Tadubi road section from Km 60.00 to Km 115.00 covering Km 55.00 length on NH-102A in the state of Manipur in the year 2021-2022 on Item Rate Basis***.Detailed information regarding the scope of work may be seen in the BoQThe work is to be carried as per the design standards, specifications and drawings prescribed in the concerned IRC codes.

3. The detailed tender document can be viewed from the website www.nhidcl.com& https://eprocure.gov.in fro**m 23.09.2021 (1100 Hrs) to 13.10.2021 upto 1500 Hrs.**

4. The Complete Bid Document can be downloaded with effect from **23.09.2021 (1100 Hrs) and will be opened on 14.10.2021 at 1530Hrs** at the NHIDCL e-tendering portal. To participate for bidding, bidders have to pay non-refundable document fee of Rs. 10,000/- + GST @18% in the form of RTGS/NEFT in favourof"**NHIDCL, RO-Imphal as per account details mentioned in clause 1 above."** The amendments/clarifications to the bid document if any will be hosted on the above websiteonly.

5. The bid should be submitted online in the prescribed format given in the website. No other mode of submission is acceptable. Also no change in format ispermissible.

6. The last date of online submission of the bid is **13.10.2021 upto 1500**Hrs(as mentioned on the e-portal only) **("Bid Due Date").** The Bids would be opened on two stages (A) Technical Bid and (B) Financial Bid. Technical Bid will be opened on**14.10.2021 at 1530 Hrs** at National Highways & Infrastructures Development Corporation Limited,RO-Imphal, Transit Hostel, 2nd Floor, Officers Club, Lamphelpat, Imphal, Manipur-795001. Date of opening of Financial Bid will be intimated later. Representatives of the bidders (maximum of two) who choose to attend may attend the online opening of the bids at NHIDCL, RO-Imphal, Transit Hostel, 2nd Floor, Officers Club, Lamphelpat, Imphal, Manipuron the date & 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 mentionedabove.

7. For any clarifications, the under signed office may becontacted:

8. Conditional bids would berejected.

9. NHIDCL reserves the right to accept/reject any or all the bids without assigning any reasonsthereof.

CRITICAL DATE SHEET

S. No	Description	Period
1.	Date of issue of NIT	23.09.2021
2.	Date of issue of Sale of Tender Documents	23.09.2021
3.	Last Date of submission of Tender/Bid (online copy)	13.10.2021 (upto 1500 Hrs)
4.	Opening of Technical BIDs at venue	14.10.2021 (1530 Hrs)
5.	Date of Uploading of list of Technically Qualified Applicants	To be intimated later
6.	Date of Opening of Financial Bids of Qualified Applicants	To be intimated later
7.	Date of issue of letter of award (LOA)	To be intimated later
8.	Validity of Bid	120 Days
9.	Return of signed duplicate copy of LOA	To be intimated later
10.	Submission of Performance Security (PS) and Additional Performance Security (APS), if any	Within 07 days from receipt of LOA.

10. *Important – Above particulars may change due to administrative or any other reason and shall be available in and CPPP website https://eprocure.gov.in/eprocure/app. Therefore bidders/contractors are requested to visit CPPP website https://eprocure.gov.infrequently and atleast once in 03 (three) days prior to Bid submission date as per critical date sheet, for any changes in above particulars.*

11. Bid through any other mode shall not be entertained. Please note that the NHIDCL reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

Deputy General Manager (P)
National Highways & Infrastructure Development Corporation Limited.
Regional Office,
Imphal, Manipur
E-mail: ro-imphal@nhidcl.com
Tell: 0385-2416303

SECTION-(II)

INSTRUCTIONS TO BIDDERS

& APPENDIX TO BID

Section II: Instructions to Bidders

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Section II Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1The National Highways & Infrastructure Development Corporation Limited (NHIDCL) herein after called “the Employer” invites bids for the work ***Restoration & Rehabilitation of Ukhrul-Toloi-Tadubi road section from Km 60.00 to Km 115.00 covering Km 55.00 length on NH-102A in the state of Manipur in the year 2021-2022 on Item Rate Basis***hereinafter referred to as **“the Works”**. The name and identification number of works is provided in the Notice InvitingTender.

1.2 The successful Bidder will be expected to complete the works by the intended completion date specified in the indent/ Contract Data (Part 1 General Conditions ofContract).

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

The quantities given in the BOQ are indicative and may not be required to be fully executed.

2. Source ofFunds

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

3. EligibleBidders

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

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 StateGovernment.

4. Qualification of theBidder

4.1 Deleted

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

(a) Scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business; scanned copy of written powerofattorneyofthesignatoryoftheBidto committee Bidder to be submitted online only. (Pl refer clause 12.2 ofITB)

(b) Scanned copy of total monetary value of civil engineering construction works performed for each of the last fiveyears;

(c) Scanned copy of experience certificate in works of similar nature and size for each of the last five years with certificates from the concerned officer of the Authority of the rank of Executive Engineer or equivalent for whom the work has been executed by thebidder;

(d) Scanned copy of evidence of availability (either owned or leased or rented) of items of construction equipments named in the Appendix to ITB Clause 4.4 B (b)(i).

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

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

(g) 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 presentstatus;

(h) Scanned document in support of evidence of access to line(s) of credit and availability of other financial resources facilities (10% of Civil Cost put to tender), certified by the Bankers (Not more than 3 monthsold).

(i) Deleted

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

(k) Deleted

(l) Deleted

4.3 Bids from joint ventures, consortiums, combination or any sort of arrangement between two or more than two entities are notallowed.

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 (i.e. ending FY is 2019-20) duly certified by Chartered Accountant.

**** Note:** For the bidders who have filed annual return for the FY 2020-21 and have the audited balance sheet for FY 2020-21 duly certified by Chartered Accountant, then for such bidders, the ending Financial Year for calculating the average annual turnover for last 05 years shall be considered as 2020-21.*

(b) Satisfactorily completed (not less than 90% of Contract Value) as a prime contractor (or as a nominated subcontractor, provided further that all other qualificationcriteriaaresatisfied)similarworksduringlastfiveyearsendinglast

day on month previous to the one in which bids are invited, at least one contract of Road / Bridge Works / Airport runway of amount 40% approx of the value of Contract.

The "similar work" includes construction/maintenance of BituminousRoad work on National Highways or State Highways. (The base year should be considered as 2020-21)

(Following escalation factor shall be used to bring the value of such completed works at the level of current financial year).

Year	Multiplying Factor
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

4.4 B

(a) Each bidder must upload the scanned copies offollowingdocumentsalong with the submission of onlinebidding:

(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 bidnon-responsive.

(b) Each bidder mustdemonstrate:

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

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

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

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

Assessed Available Bid capacity = (A* N* 2 - B)

Where,

A = Maximum value of Civil Engineering works executed in any one year during

the last five years (escalation factor as specified in this section shallbe used to bring the maximum value of civil engineering works to the level of current financial year i.e. 2019-20) taking into account the completed as well as works for which bid is invited)

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

B = Value (escalation factor as specified in this section shall be used to bring the value to the level of current financial year) of existing commitments and on-going works to be completed during the next 06 months(period of completion of the works for which bid isinvited).

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

(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 NHIDCL/NHAI/MORTH worketc.

(iii) Tempered the bid document in anymanner.

5. One Bid perBidder

5.1 Each Bidder shall submit only one Bid for a particular package. A Bidder who submits more than one Bid for the same package will cause bedisqualified.

6. Cost ofBidding

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 thosecosts.

7. SiteVisit

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including source of earth, water, road aggregates 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 Deputy General Manager (Projects), RO-Imphal, Manipur in thisregard.

Section II
Instructions to Bidders (ITB)

B. Bidding Documents(online)

8. Content of BiddingDocuments

The set of bidding documents comprises the documents listed below and addenda (if any) issued in accordance with Clause10:

Volume- I:-

1. Notice InvitingTender
2. Instructions to Bidders & Appendix toBid
3. QualificationInformation
4. Forms Bank Guarantee, Agreement &LOA
5. Conditions of Contract & ContractData
6. Scope ofWork
7. TechnicalSpecifications
8. AdditionalConditions

Volume - II:-

8.1 Bill of Quantities, Bidders will be required to quote item wise rate in the prescribed format uploaded on CPP Portal (www.eprocure.gov.in).

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 BidDocuments

9.1 A prospective Bidder requiring any clarification on the bid documents may notify the Employer in writing or by cable ("cable" includes facsimile) or through e-tender portal at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be hosted on website or which are required in the opinion of the Employer including a description of the enquiry, but without identifying itssource.

9.2 Pre-bidmeeting

9.3 Deleted

10 Amendment of BiddingDocuments

10.1 Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addendum.

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

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 Clause20.2.

Section

Instruction to Bidders (ITB)

C. Preparation ofBids

11 Language of Bid

11.1 All documents relating to the Bid shall be inEnglish.

12 Documents Comprising theBid

12.1 The e-bid submitted by the Bidder shall be in two separateparts:

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

Part II- It shall be named **Financial Bid** and shall comprise of Priced bill of quantities.

12.2 Document to be submitted online only on www.eprocure.gov.in by the perspective bidders by Bid Due Date.

Though the scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal i.e. www.eprocure.gov.in, As per clause 12.1 above, however, following original document in physical form shall be submitted after issuance of Letter of Award by the selected bidder. Contract Agreement will be signed only after submission of these documents in original by the selected bidder.

12.2.1 Bid Security
12.2.2 Bid DocumentFee (To be submitted through RTGS/NEFT).
12.2.3 Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit thebid.
12.2.4 Affidavit duly notarized (as per the format provided in SectionIII).
12.2.5 Original experience certificate or notarized copy of certificate duly signed by authorizedsignatory.
12.2.6 Undertakings mentioned in Section III (Qualification Information) of this document (dulynotarized).

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.	Technical Specifications

13 BidPrices

13.1 The Contract shall be for the Works as described in Clause1.1 based on the priced Bill of Quantities submitted by theBidder.

13.2 The bidder shall quote bid prices on appropriate format enclosed as part of tender document on e-tender portal i.e.www.eprocure.gov.in.

13.3 All duties, taxes, GST, 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. The GST shall be reimbursed (if applicable) subject to production of proof of such payment by the contractor specific to the subjectwork.

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

14 Currencies of Bid andPayment.

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

15 BidValidity

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 asnon-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.

16 Bid Security

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money/Bid Security, in the amount as specified in the NIT. Bid Security and Cost of Bid Document needs to be deposited in the form of RTGS/NEFT in the account of RO-Imphal, Manipur The details are as follows: Name of Beneficiary:- NHIDCL, RO-Imphal Account No: 79513210000015 Bank Name: Canara Bank (erstwhile Syndicate Bank), RIMS Road, Imphal IFSC Code: CNRB0017951

16.2 Any bid not accompanied by an acceptable Bid Security/Earnest Money, shall be rejected by the Employer and it will be considered as non-responsive.

16.3 The Bid Security/Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause15.1.

16.4 The Bid Security/Earnest Money of the successful Bidder will be released after the submission of Performance Security by the successful bidder.

16.5 The Bid Security/Earnest Money will be forfeited:
a) if the Bidder withdraws the submitted Bid after the Bid Due Date during the period of Bid

validity;
b) if the Bidder does not accept the correction of the bid price, pursuant to Clause 27;
or c) in the case of a successful Bidder, if the Bidder fails within the specified time limited to
i. Sign the Agreement and/or
ii. ii. Furnish the required Performance Security.
iii. iii. Does not commence the work within the specified commencement date.

17 Alternative Proposals byBidders

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 ofBid

18.1 The Bidder shall submit e-bid comprising of the document as described in clause 12 of theITB.

18.2 DELETED.

18.3 DELETED.

18.4 DELETED.

Section II
Instruction to Bidders (ITB)

D. Submission ofBids

19 Marking of Bids

19.1 The document to be submitted online only as per clause 12of ITB on www.eprocure.gov.in till **13.10.2021 @ 15:00 hrs.**

19.2 DELETED.

19.3 DELETED.

19.4 DELETED.

19.5 DELETED.

20 Deadline for Submission ofBids

20.1 Complete e-Bid to be uploaded on CPP portal only before due date & time.

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

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

21 Late Submission of Document in physicalForm.

Deleted

22 Modification and Withdrawal ofBids.

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 Clause20.

22.2 DELETED.

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

22.4 Deleted

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

22.6 If the Bidder withdraws the Bid after the Bid Due Date i.e.after the deadline for online submission ofbids, thenthe Bid Security/Earnest Money will be forfeited and the Bidder may be debarred for a period of one year from participating in future projects of NHIDCL, for causing loss of time and effort of the Authority.

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

Section II
Instruction to Bidders

E. Bid Opening andEvaluation

23 BidOpening

Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received (except those received late) shall be opened on the date and time mentioned in Notice Inviting Tender (NIT). 'Financial Bid' of those bidders whose technical bid has been determined to be substantially 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" of all the bids received (except those received late), in the presence of the bidders/bidder's representatives who choose to attend at the time, date and place specified in the **NIT.** In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next workingday.

23.2 Deleted

23.3 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause23.1.

23.4 (i) The bids accompanied with valid bid security, bid document fee, will be taken up for evaluation with respect to the Information furnished in Part I of the Qualification Information and otherbid.

(ii) Deleted
(iii) Deleted

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

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

23.6 At the time of the opening of the Financial Bid, the names of the bidders whose bids were found responsive in accordance with clause 23.5 will be announced. The financial bids of only these bidders will be opened. The responsive bidders names, the Bid prices, the total amount of each bid, pursuant to clause 22 and such other details as the Employer may consider appropriate willbe 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 FinancialBids.

24 Process to beConfidential

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 theEmployer

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, orpermitted

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

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

26 Examination of Bids and Determination ofResponsiveness

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 ofITB;

(b) the required documents uploaded by the bidder are in order;and

(c) is substantially responsive to the requirements of the Bidding Documents. During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications etc.

26.2 DELETED.

26.3 DELETED.

27 DELETED.

28 Evaluation and Comparison of FinancialBids

28.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause26.

28.2 DELETED

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

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 asnon-responsive.

29 Price Preference

29.1 There will be no price preference to anybidder

Section II
Instruction to Bidders (ITB)

F. Award of Contract

30 Award Criteria

Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined tobe:

a) Eligible in accordance with the provision of clause 3,and
b) Qualified in accordance with the provision of clause4

31 Employer's Right to accept any Bid and to reject any or allBids

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 ofAgreement.

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 maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "ContractPrice").

32.2 The notification of award (LOA) will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause33.

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 isfurnished.

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 PerformanceSecurity

33.1 Within 07 (seven) days after issuance of LoA, the successful Bidder shall deliver to the Employer a Performance Security of Five percent of the value of the contract, valid for the period of 28 days after the expiry of defect liability period of 12(Twelve) months plus additional security for unbalanced Bids in accordance with Clause 28.3 of ITB and sign thecontract.

33.2 The performance security shall be in the form of a **Bank Guarantee**as per the format prescribed in this RFP document from a Bank as specified herebelow;

A. Bank Guarantee receipts, in the name of the Employer, from followingbanks would be accepted:-

i. State Bank of India or its subsidiaries,

ii. Any Indian Nationalized Bank

iii. IDBI / ICICI Bank

iv. A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank.

33.3 Any Scheduled Commercial Bank approved by RBI having a net worth of not less ThanRs. 500 Crores as per the latest Annual Report of the Bank. In the case of a ForeignBank (issued by a branch in India), the net worth in respect of the Indian operations shallonly be taken into account.

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

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

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

33.4 Failure of the successful bidder to comply with the requirement of sub-clause 33.1 shall constitute sufficient ground for cancellation of the award

33.5 The successful bidder to whom 'LOA' has been issued is required to sign the agreement at Employer's office within 15 days of issue of LOA.

34 Corrupt or Fraudulent Practices

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

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				
Instructions to Bidders Clause Reference				
(1.1)	The Employer is National Highways & Infrastructure Development Corporation Limited, RO-Imphal, Transit Hostel, 2nd Floor, Officers Club, Lamphelpat, Imphal, Manipur-795001			
(1.1)	Restoration & Rehabilitation of Ukhrul-Toloi-Tadubi road section from Km 60.00 to Km 115.00 covering Km 55.00 length on NH-102A in the state of Manipur in the year 2021-2022 on Item Rate Basis			
(4.4) B) (b) (i)	**Name of the Equipment**			**Quantity**
	Tipper/Trucks			6
	Hydraulic Excavator			1
	Vibratory Roller			1
	Hot Mix (batch mix) plant with Electronic Control (Minimum 75 TPH Capacity)/ Spot Mix Plant (I5I20T per Hour capacity)			1
	Crusher (Minimum 50 TPH)			1
	Backhoe Loader (JCB)			1
	Paver finisher			1
	Front end Loader			1
	Smooth Wheeled Roller			1
	Bitumen pressure distributer @ 1250 sqm per hr			1
	Water Tanker			1
	Generator set (63/100/250 KVA)			1
	Any other equipment required for carrying out work as per Ministry's specification.			
	Note: The bidder must upload scanned copy of the documentary evidence in support of his owning/leased/ rented of the above equipments. In case the bidder proposes to hire or take the above equipment on lease, he should, along with the lease/rent agreement, attach the proof of ownership of these equipments with the company/ entity from whom the equipments are proposed to be hired on lease/ rent.			
(4.4) (B) (b) (ii)	**The Number of Technical personnel, Qualifications and Experience will be as follows :** **The Technical Personnel are :**			
SL. No.	**Personnel**	**Qualification**	**Particular Experience (minimum requirement)**	**No. of Persons**
1	Project Manager	B.E (Civil) or equivalent + 10 Years Exp.	5 years on highway constructions / maintenance work.	1
2	Site Engineer	B.E (Civil) + 3Years Exp. Or Diploma + 5 Years Exp.	2 years on highway constructions / maintenance work.	3
3	Quantity Surveyor	B.E.Civil+3Years Exp. Or Dip.Civil.+5Years Exp.	2 years on highway constructions / maintenance work.	1
4	Lab Tech	B.E.Civil+1Years Exp. Or Dip.Civil.+3Years Exp.	1 years (BE)/ 3 years (Dip) on highway constructions / maintenance work.	1
			Total	**6**
	Note: 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.			

SECTION III

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in this section & document submitted in online form at CPP Portal (eprocure.gov.in) will be used for the purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

Qualification Information

1. For IndividualBidders

1.1(a) Year ofConstitution

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

[Upload scanned copy oforiginal]

(c) Place ofregistration:

_____

(d) Principal place ofbusiness:

_____

1.2 Power of attorney of signatory of Bid [Upload Original scanned copy]

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

(Upload scanned copies of certificate from Chartered Accountant)

2019-2020----------

2018-2019----------

2017-2018----------

2016-2017----------

2015 - 2016----------

Total----------

Average per year

**** Note:*** *For the bidders who have filed annual return for the FY 2020-21 and have the audited balance sheet for FY 2020-21 duly certified by Chartered Accountant, then for such bidders, the ending Financial Year for calculating the average annual turnover for last 05 years shall be considered as 2020-21.*

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

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

* *Upload certificate(s) from the Employer (to be given by an officer at the rank of Executive Engineer or equivalent)*

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

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

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

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

* Upload certificate (s) from the Engineer(s)-in-Charge of the rank of Executive Engineer or equivalent.

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

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

* Upload copy of LOA

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

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

Assessed available bid capacity= A x N x 2 – B
= Rs..... lakhs

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

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

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

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

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

Position	Name	Qualification	Total Professional Experience (Years)	Experience in the proposed position (Years)
Project Manager				
Site Engineer				
Quantity Surveyor				
Etc.				

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

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

Other Parties	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:-

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

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

(iii) Undertaking that the Bids shall remain valid for the period specified in Clause15.1.

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

(CLAUSE 4.2 (i) OF ITB)

BANK CERTIFICATE

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

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

_____

(Signature)

Name of Bank

SeniorBankManager

Address of theBank

AFFIDAVIT

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

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

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 prescribedtime.

_____

(Signed by an Authorized Representative of the Firm)

_____

Name of theRepresentative

_____

Name ofFirm

_____

Date

To be notarized by Notary

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____ _____wouldi nvest minimum cash up to 25% of the value of the work during implementation of the Contract towards the workingcapital.

_____

(Signed by an Authorized Representative of the Firm)

_____

Name of theRepresentative

_____

Name ofFirm

_____

DATE

UNDERTAKING

I, the undersigned do hereby undertake that our firmM/s_____agree to abide by this bid for a periodof_____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 thatperiod.

_____

(SignedbyanAuthorizedRepresentativeoftheFirm)

_____

Name ofthe Representative

_____

Name ofFirm

_____

DATE

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

Undertaking

(On the letter head of the bidder)

I, the undersigned do hereby undertake that our firm M/s…… agree to provide and will deploy required equipment as mentioned in the Appendix to ITB of the work……
further it is certified that the documents submitted as an evidence of availability of the key equipments for this work as stated in the Appendix to ITB, are genuine and correct. If anything contrary to the details as submitted is found at any stage NHIDCL would be at liberty to debarred/blacklist my firm for an appropriate period as decided by NHIDCL.

_____

(Signed by an Authorized Representative of theFirm)

_____

Name of theRepresentative

_____

Name of Firm(Seal of the company)

_____

Date

(SECTION-IV)

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

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

National Highways & Infrastructure Development Corporation Limited.
Regional Office
Transit Hostel, 2nd Floor, Officer's Club
Lamphelpat, Imphal, Manipur-795001
E-mail: ro-imphal@nhidcl.com

WHEREAS…… (Name and address of contractor) hereinafter called "the contractor" has undertaken, in pursuance of Letter of AcceptanceNo. ……. Dated……..toexecute…..(Name of Contractand brief description of Works) (Hereinafter called "the contract").

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

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

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

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

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

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

This guarantee shall also be operatable atour.....branch at **Imphal**,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 paymentthere under claimed, the said branch shall accept such invocation letter and makepayment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein before, our liability under this guarantee is restrictedtoRs._____(Rs._____in words) and the guarantee shall remainvalidtill_____. Unless a claim or a demand in writing is served upon us onorbefore_____all our liability under this guarantee shallcease.

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

Name of the Issuing Bank/ Branch ……

Name of the Controlling Branch/Bank…..

Address & Telephone Number……

Address & Telephone Number…….

Date……..

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

1……
(Name, Address &Occupation)

2……
(Name, Address &Occupation)

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

Note: The SFMS Confirmation of the Bank Guarantee is to be sent to our designated bank i.e. Canara Bank (erstwhile Syndicate Bank), Imphal and the details of the bank is as under:

Name of Beneficiary:-NHIDCL, RO-Imphal
Account No: 79513210000015
Bank Name: Canara Bank (erstwhile Syndicate Bank), RIMS Road, Imphal
IFSC Code: CNRB0017951

FORM OF LETTER OF APPLICATION

To
Deputy General Manager (P)
National Highways & Infrastructure Development Corporation Limited.
Regional Office
Transit Hostel, 2nd Floor, Officer's Club
Lamphelpat, Imphal, Manipur-795001
E-mail: ro-imphal@nhidcl.com

DESCRIPTION OF WORKS: Restoration & Rehabilitation of Ukhrul-Toloi-Tadubi road section from Km 60.00 to Km 115.00 covering Km 55.00 length on NH-102A in the state of Manipur in the year 2021-2022 on Item Rate Basis

Dear Sir,

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

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

Thanking you,

Yoursfaithfully,

(Authorized Signatory) for and on behalfof

M/s

FORM OF AGREEMENT

AGREEMENT

This agreement made on the..... day of …….. 2021 between the National Highways& Infrastructure Development Corporation Ltd., RO-Imphal, Manipur (hereinafter called "the Employer" of the onepartand..... (hereinafter called"the Contractor") of the other part.

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

AND WHEREAS pursuant to the bid submitted by theContractor,vide _____ (here in after referred to as the "BID" or "ÖFFER") for the execution of works, the Employer by his letter ofacceptancedated_____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 2below.

ANDWHEREAStheContractorby addedofundertakingdated_____has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time totime.

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 referredto;

2. The following documents shall be deemed to form and be read and construed as part of this agreementviz.

    (a) Agreement,
    (b) Letter of Acceptance
    (c) Notice to proceed with theworks
    (d) Contractor's Bid,
    (e) ContractData,
    (f) Conditions ofContract
    (g) TechnicalSpecifications,
    (h) Drawings, ifany
    (i) Scope ofWork
    (j) Bill of Quantities, and
    (k) Any other document listed in the ContractData.

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 ofpriority.

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 ofEmployer_____

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

Binding Signature ofContractor_____
For and on behalf ofM/s._____

In the presence of
1. Name :
   Address:

2. Name :
   Address:

In the Presence of
1. Name:
   Address:

2. Name:
   Address:

(SECTION-V)

CONDITIONS OFCONTRACT

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Section V
Conditions of Contract

A. General

1. Definitions

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

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

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

The Completion Periodis 06 months from the Appointed Date for the work.

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

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

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

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

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

Days are calendar days; months are calendar months.

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

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

Defect Liability Period for work shall be 01 Year from the date of completion certificate issued by the Engineer.

The Employer is the party as defined in the Contract Data, who

employs the Contractor to carry out the Works. The Employer may delegate any or all of its functions to a person or body nominated by him for specified functions.

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

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

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

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

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

The **Start Date** is the date within 07 days after the date of signing of Contract Agreement.

Temporary Works are works designed, constructed, installed and removed from NHIDCL, which varies the works.

Validity is the period of one year from date of signing of contract agreement which may be extended by the employer.

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

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

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have nosignificance.Wordshavetheirnormalmeaningunderthelanguage of theContract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order ofpriority.

(a) Agreement,

(b) Letter ofAcceptance
(c) Contractor's Bid,
(d) ContractData,
(e) Conditions ofContract
(f) TechnicalSpecifications,
(g) Drawings, ifany
(h) ImplementationManual
(i) Scope ofWork
(j) Bill of Quantities, and
(k) Any other document listed in the ContractData.

3. Language andLaw

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

4. Engineer'sDecisions

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

5. Delegation

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

6. Communications

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

7. Subcontracting

7.1 The Contractor may not subcontract any portion of work, in Contract Data, without the prior approval of the Employer in writing. Subcontracting shall not alter theContractor's obligations.

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

a. the sub-contracting of any part of the Works for which the Sub-Contractor is named in theContract;

b. the provision of labour or labourcomponent.

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

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 accordingapproval:

a) The Contractor shall not sub-contract the Works more than 50% of the work(s)issued in the contract.

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 andworkmen.

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 besub-contracted.

8. OtherContractors

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 suchmodification.

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 clause53.

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 theContract.

10. Employer's and Contractor'sRisks

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'srisks.

11. Employer's Risks

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

12. Contractor'sRisks

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

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'srisks:

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

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 damageincurred.

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 debtdue.

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

13.5 Both parties shall comply with any conditions of the insurancepolicies.

14. Site Investigation Reports

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 thebid.

15. Queries about the ContractData

The Deputy General Manager (P), RO-Imphal, NHIDCL, will clarify queries on contractdata.

16. Contractor to Construct the Works & domaintenance

The Contractor shall construct, install and maintain the Works inaccordance with the documents forming part of thecontract.

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

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 of the contract.

18. Approval by theEngineer

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 anddrawings.

18.2 The Contractor shall be responsible for design of TemporaryWorks.

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

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

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 theiruse.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site. The contractor shall make necessary arrangements for safety of traffic as theroad.

19.2 All the construction activities are to be performed on the Highways with heavy traffic. For the safety of road users, and that of labourer working at site, traffic management installations are to be set up by the contractor in accordance with MORT&H clause no. 112. A schematic figure / arrangement showingvarious

components of traffic management installations should be submitted by the contractor to the engineer for his approval.

20. Discoveries

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 withthem.

21. Possession of theSite

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

22. Access to theSite

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 authorizedby:
a. TheEngineer
b. TheEmployer

23. Instructions

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

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 theEmployer.

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 RoadCongress.

(b) Ifoneofthepartiesfailstoappointitsarbitratorinpursuanceofsub-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 beEnglish.

(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 theparties):

S. No.	**Particulars of fee and other charges**	**Schedule Amount payable per Arbitrator/ per case**
1.	Arbitrator fee	Rs.15,000/- per day subject to a publishing the Award within 12 months. 12 months will be reckoned from the date of first meeting.
2.	Reading Charges	Rs.15,000/-
3.	Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs.20,000/-
4.	Charges for Publishing/ declaration of the Award	Maximum of Rs.20,000/-
5.	Other expenses (As per actual Against bills subject to maximum of the prescribed ceiling given below) Traveling Expenses, Lodging and Boarding	Economy class by air, first class AC by train, AC car by road. (i) Up to Rs.15,000/- per day (metro cities) (ii) Up to Rs.7,000/- per day (other cities) (iii) Rs.3,000/- per day own arrangement)
6.	Local Travel	Rs.1,500/- per day
7.	Extra charges for days other than hearing / meeting days (maximumfor 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 ofmeeting. 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 arbitrationproceedings.

26. Deleted

B.Time Control

27. Programme

27.1 The Employer shall issue the indent of work in stages specifying the time limitfor the same as and when required as per sitecondition.

27.2 Within time stated in the Contract data the contractor shall submit to the Engineer for approval a Programme as per Clause 22.1 showing the general methods, arrangements, order, and timing for all the activities in the works along with cash flowforecast.

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

27.4 The contractor shall submit to the engineer, for approval, an updated programme at intervals no longer than the period stated in the Contract Data. If the contractor does not submit an updated programme within this period, the engineer may withhold the amount stated in the contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has beensubmitted.

27.5 The Engineer's approval of the programme shall not alter the Contractors obligations. The contractor may revise the programme and submit it to the engineer again at any time. A revised programme is to show the effect of variations and compensationevents.

28. Extension of Completion Date

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

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 andsubmitting 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 CompletionDate.

29. Delays Ordered by theEngineer

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

30. ManagementMeetings

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 theWorks.

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 themeeting.

C.QualityControl

31. IdentifyingDefects

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 aDefect.

32. Tests

32.1 The contractor shall be solely responsiblefor:

a. Carrying out the mandatory tests prescribed in the documents forming part ofcontract.

b. For the correctness of the test results, whether preformed in his laboratory orelsewhere.

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

32.3 Subject to further condition in contractdata.

33. Correction of Defects noticed during the Defect LiabilityPeriod.

33.1 It is the terms of contract that Short Term Improvement and Maintenance of road shall be of very high standard, requiring no major repairs for at least Twelve (12) months after the date of completion ofworks.

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

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

34. UncorrectedDefects

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 thisamount.

34.2 If the Contractor has not completed the work to the satisfaction of the engineer, within the time specified in the Employer'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 clause45.

D.CostControl

35. Bill ofQuantities

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 workexecuted.

35.3 Changes in theQuantities

35.3.1 Deleted

35.3.2 Deleted

35.3.3 Change of scope due to ongoing Twolaning

The proposed section of National Highway in the contract is being made to Two lane hence, the contractor shall not claim anything from NHIDCL on account of earlier termination of the contract i.e. before the expiry of the scheduled contract period on account of award of work for Twolaning of the Highway.

36. Variations

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

37. Payments forVariations

37.1 If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the samerate.

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 ofQuantities

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, supportedbyanalysisoftherates.TheEngineershallassess thequotation 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 theContractor.

38. Cash FlowForecasts

When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flowforecast.

39. PaymentCertificates

39.1 The Contractor shall submit to the Engineer, statements on completion of 50% 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 Deleted

39.3 The value of work executed shall be determined, based on measurements by the Engineer.

39.4 The value of work executed shall comprise the value of thequantities of theitems in the Bill of Quantities completed.

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

CompensationEvents.

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 laterinformation.

39.7 The final bill shall be submitted by the contractor within 30 days of theactual date of completion of the work; otherwise the Engineers certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days as far as possible.

40. Payments

40.1 Payments shall be adjusted for deductions for advance payments (if any), security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts Engineer had certified within 15 days of the date of each certificate.

40.2 The Authorized Representative of the Employer shall make the payment certified by theEngineer.

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 theContract.

41. CompensationEvents

40.1 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 30days.
b) The effects on the Contractor of any of the Employer'sRisks.

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 theemployer.

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 theEngineer/Employer.

42. Taxes & Currencies forpayments.

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, GST of Central andState Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. The GST shall be reimbursed (if applicable) subject to production of proof of such payment by the contractor (proof should contain name of work).

42.2 All payments will be made in IndianRupees.

43. Price Adjustment - Deleted

43.1 Deleted

43.2 Deleted

44. Security Deposit / RetentionMoney

43.1 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 theWorks.

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

43.3 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 contractamount.

(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 otherliabilities.

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 liquidateddamages.

46. Advance Payment:Deleted

47. Securities

47.1 Subject to further condition in contract data, the Performance Security equal to five percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in theLetter 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 ofRepairs

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 theContract

49. Completion

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

50. TakingOver

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. FinalAccount

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 MaintenanceManual

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 Engineershall 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 10 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by

theEngineer;

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

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 isrequired;

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 clause45;

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

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

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;and

j) Any other fundamental breach as specified in the ContractData.

53.3 Upon Termination on account of Contractor’s Default under Clause 53.2, the Authority shall:

(a) encash and appropriate the Performance Security, Additional Performance Security if any and Retention Money, or in the event the Contractor has failed to replenish or extend the Performance Security and Additional Performance Security if any, as agreed pre- determined compensation to the Authority for any losses, delays and cost of completing the Works and Maintenance, if any;

(b) encash and appropriate the Bank Guarantee, if any, for and in respect of the outstanding Advance Payment and interest thereon; and

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

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

54. Payment uponTermination

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

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

In case of termination on account of award of 4 laning work stated in Cl. 35.3.3, the Engineer shall issue a certificate for the value of work done till termination, less advance payments outstanding, less other recoveries due in terms of contract and less taxes due to be deducted at source as per applicable law.

55. Property

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

56. Release fromPerformance

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 ofContract

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 LABOURREGULATIONS

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 there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be 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 there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including 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) **PaymentofGratuityAct1972**:-Gratuityispayabletoanemployeeunder 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 moreemployees.

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 Actare:

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

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

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. Constructions of buildings, roads, runways are scheduledemployment.

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 theworkers.

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 promotionsetc.

i) **Payment of Bonus Act 1965**: - The Act is applicable to all establishment employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employmentsize.

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 theestablishment.

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 designatedAuthority.

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 constructionindustry.

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 backetc.

o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996** and **the CessActof 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 notexceeding 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 theGovernment.

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,workinghours,annualearnedleaveandrenderinginformationregarding 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 theWorks

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

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

60. The Apprenticeship Act 1961

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

CONTRACT DATA TO GENERTAL CONDITIONS OF CONTRACT

Sl No.	Items marked "N/A" do not apply in this Contract.	Clause Reference
1	The Employer is :- Managing Director, NHIDCL Address: 3rd Floor, PTI Building 4 – Parliament Street, NewDelhi Name of Authorized Representative:- **Deputy General Manager (P)** **National Highways & Infrastructure Development Corporation Limited.** **RO-Imphal, Transit Hostel, 2nd Floor,** **Officers Club, Lamphelpat, Imphal, Manipur** **Phone: 0385-2416303**	[Cl.1.1]
2	The Engineer is: To be intimated later	[Cl.1.1]
3	The Intended Completion Date for work under package will be intimated in the contract.	[Cl 1.1, 13.1 & 38]
4	The location of the site is given under Bid Notice (Section I)	[Cl.1.1]

5	The Start Date shall be within 7 days after the date of signing of the contract agreement.	[Cl.1.1]
6	The name and identification number of the Contract is given in the Table given in Bid Notice (Section I)	[Cl.1.1]
7	(a) The law which applies to the contract is the law of Union of India	[Cl 3.1]
	(b) The language of the Contract document is English	[Cl 3.1]
8	The Technical Personnel are as given in the ITB (Section II)	[Cl. 7.1]
9	Amount for insurance are: a) Rupees equivalent to Contractprice. b) Rupees equivalent to 5% of Contractprice. c) Rupees equivalent to 5% of contractprice. d) Rupees 20 lakhs for multipleincidents.	[Cl. 11.1]
10	(a)Amount of liquidated damages for delay in completion of - 0.1 percent of the value of work r rounded off to the nearest thousand, per day with the minimum of Rs. 1000/- per day.	[Cl. 34.1]
	(b) Maximum limit of liquidated damages for delay in completion of work – 10 per cent of the value of each work rounded off to the nearest thousand.	[Cl. 34.1]
11	The following documents also form part of the contract: Addendum/Corrigendum/any clarification to the Bid documents.	[Cl. 2.2]
12	Fees and type of reimbursable expenses to be paid to the Dispute Review Expert (To be Intimated later)	[Cl. 20.2]
13	Appointing Authority for the Dispute Review Expert – Secretary General of Indian Roads Congress, New Delhi.	[Cl. 21.1]
14	Appointing Authority for the Arbitrator/Presiding Arbitrator – Chairman of the Executive Committee of Indian Road Congress, New Delhi	[Cl. 47.1]

(SECTION – VI)

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

(Relevant Clauses are to be considered only)

7.1 PREAMBLE:

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

7.2 GENERAL REQUIREMENTS

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

7.2.1 PART – I – GENERAL TECHNICAL SPECIFICATIONS

The General Technical Specifications shall be the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" (FOURTH REVISION, August 2001) issued by the Ministry ofRoadTransport & Highways, Government of India and published by the Indian Roads Congress, hereinafter referred to as MORT&H Specifications.

PART – II – SUPPLEMENTARY TECHNICAL SPECIFICATIONS

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

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

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

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

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

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 Ministry of Road Transport and Highways) "NHIDCL" – National Highways & Infrastructure Development Corporation Ltd.

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 Literatureand 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 The clause shall be read as follows:

"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 variousauthorities including Public Undertaking an 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 maintainthe 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 programmeand 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 restoredin 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.

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

The H.M.P.should be sitedat least 500m awayfrom Thenearest 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 emissioncontrollegislation. "All operations at plants shallbe 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 days notice of the proposed use of any herbicide or toxicchemical.

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."

Clause111.9 Add the following sentence at the end of thepara.

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

Clause111.12 After the last sentence adds thefollowing:

"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.

Clause111.13 Add newSub-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 theState 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. Notwithstanding 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 fromsite.

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.

Clause111.14 Add the following NewSub-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 emptiedand the garbage disposed of in a hygienic manner. Constructioncamps are to be sited away from vulnerable people and adequate health care is to be provided for the work force.

Clause111.15 Add the following NewSub-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.

Clause112 Arrangement for Traffic duringConstruction:

Clause112.1 General

Delete the last sentence and add the following:

"The Contractor shall submit, for the Engineer's approval, 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 theEngineer.

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

Delete this clause replace as follows:

"For strengthening of existing carriage way, where part of the existing carriage way is proposed to be used for passage of traffic & hard holder are not available then, treated shoulders shall be provided on the side on which work is not in progress. If the existing shoulder width less than 1.5m the same shall be extended up to 1.5m for earth work duly compacted. The top 15.0cm or as directed by the engineerincluding extended shoulder of 1.5m width shallbe filled up by granularsub Basematerial duly bounded with binding material and compacted. The sub base material shall conform to MoRT&H SpecificationClause 401, the work of excavation and filling of granular sub-base material so carried out shall be paid under relevant items of bill of quantities. The contractor shall maintain the bypass/diversionduring the period ofconstruction

by way of watering, compacting, and making good loss of sub-base material after filling up of the rutting/depression etc. by additional quantity of granular sub base material. The items operations like maintenance, making good the loss of material, watering, compacting, leveling and dressing along with additional quantity of sub -base material shall be considered as incidental to the work and no extra payment will be made for these operations. The continuous length in which such works shall be carried out would be within a range of 200 to 500m at a place.

Clause112.6 Measurements for Payments andRate

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 firstparagraph.

Clause112.7 Side Roads and PropertyAccesses

Add new sub Clause:

“At all times, the Contractor shall provide safe and convenient passage for vehicles pedestrians and livestock to and from side roads and property accesses connecting to the roadway. Work which affects the use of side roads and existing accesses shall not be undertaken without providing adequate prior provisions to the satisfaction of theEngineer.”

Clause112.8 **Plant andEquipment**

Add new subClause:

“During the day, plant and equipment working in a position adjacent to traffic and having a projection beyond the normal width of the item, for example, a grader blade shall have a fluorescent red marker attached to the outer end of the projection. During poor light conditions an additional traffic controller with an illuminated red marker shall direct traffic around such plant and equipment. At night, all plant items and similar obstructions shall be removed from the normal path of vehicles, to provide a lateral clearance of at least 6m where practicable, with a minimum clearance of 1.2m. Plant and equipment, within 6m of the normal path of vehicles, shall be lit by not less than two yellow steady lamps suspended vertically from the point of the obstruction nearest to a traffic lane, and one yellow steady lamps at each end of the obstruction on the side farthest away from the traffic lane.”

Clause113 General Rules for the Measurement of Works forPayment:

Clause113.2 Measurements for Lead ofMaterials

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 (xvii). 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” inthe2nd line.

Clause 121 Field Laboratory:

Clause 121.1 Scope

Delete this Clause and replace with:

“The work under this Clause covers the provision and maintenance of a fully equipped laboratory.” The equipment in the laboratory shall be as decided by Engineer, keeping in view of item of works prescribed in BOQ.

Clause 121.2 Description

Delete this Clause and replace with:

“The Contractor shall construct a fully furnished and equipped field laboratory to the satisfaction of the Engineer. The laboratory will be located at a site approved by the Engineer and must be of adequate size to perform all the tests required under the contract including sufficient light, electric and water supply. The Contractor shall provide working drawings incorporating all the services based on the information given in the changes for the approval of the Engineer prior to commencement of construction. An office must be provided in the laboratory for the exclusive use of the Engineer’s, Materials Engineer, adequate toilet and washing facilities must be provided. The contractor shall provide the field laboratory within one month from the date of the commencement of the work. Prior to this, contractor must make suitable alternative arrangements for the testing of materials, which are acceptable to the Engineer.

Clause 121.3 Laboratory Equipment shall be provided as prescribed by the Engineer relevant to items of work in BOQ.

Clause 121.3.2 For soils and aggregates

Delete item no. (xi) and (xii)

Clause 121.3.5 Add New Sub-Clause:

For Control of Profile and Surface

Evenness

i)	Theodolite	2 sets
ii)	Precision automatic level	2 sets
iii)	Precision staff	4 sets
iv)	Camber templates 2 lane	
	a) Crown type cross-section	4 sets
	b) Straight run cross-section	4 sets

Steel Tape

a)	3 m long	4 sets
b)	5 m long	4 sets
c)	10 m long	4 sets
d)	20 m long	4 sets
e)	30 m long	4 sets

Clause 121.3.6 Add NewSub-Clause:

In addition clause 121.3 any equipment which is not mentioned in this clause but which is necessary for the work for complying with the provisions of the contract and Section 900 of MOST specifications or as required by the engineer shall be provided by the contractor. No extra payment shall be made to the contractor and it will be considered as incidental to the work.

Clause121.6 Delete thisSub-Clause.

Clause121.7 Substitute this Sub-Clause by thefollowing:

"There is no separate item in the Bill of Quantities for establishing and maintenance of the laboratory and supply, erection maintenance of equipment and also running cost of testing. The rates quoted by the Contractor shall be deemed to cover the cost of all these items."

Clause 126: Supply of Compact Discs

126.1 Description

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 upto 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.

126.2 Measurement for Payment & Rates

No separate payment shall be made and the work shall be treated as incidental.

SECTION 300 – EARTHWORK EROSION CONTROL AND DRAINAGE

Clause 301 **Excavation for Roadway and Drains**

Clause 301.3.3 Excavation – General

Delete the last two sentences of last paragraph. And add, “The earthwork shall be carried out as per the sequences stated in this contract or as directed by engineer-in-charge”.

Clause 301.3.12 **Back-filling**

After the last sentence add the following:

“Density requirements for back filling shall be in accordance with Table 300-2” of MOST.

Clause 301.9 Rates

Clause 301.9.2 This Clause is replaced as follows:

“The contract unit rate for loosening and re-compacting at sub-grade level shall include full compensation for loosening to the specified depth, removing the loosened soil outside the roadway wherever considered necessary, rolling the surface below, breaking the clods, spreading the excavated soil layers, watering where necessary and compacting to therequirements.”

Clause 304 Excavation for Structures:

Clause 304.3.7 Back filling

Add second paragraph as under:

"The working space between the structure and the excavation shall be cleared out completely of all construction materials and loose earth that fallen into the excavation during construction. The excavation shall be pumped dry and all saturated and soft earth removed prior to being inspected by the Engineer who will give his permission for the placement of any fill material, provided the space has been properly prepared. Compaction will only be carried out with mechanical compactors of sufficient capacity to ensure correct compaction of the back fill material. The fill is to be brought up in layers not greater than 150 mm. Mass filling of structures with machines will not be permitted and contractors should make allowance in their rates for the methodology described above."

Clause 305 Embankment Construction:

Clause 305.2 Material and General Requirements

Clause 305.2.1 Physical Requirements

Clause 305.2.1.2 Amend the first sentence of this Clause as under:

"Highly expansive soils such as Ch, MH or OH exhibiting marked swell and shrinkage properties („free swelling index" exceeding 50 per cent when tested as per IS 2720 – Part 40) shall not be used in construction of sub grade and embankment."

Clause 305.2.1.4 Delete the second and third sentence of Clause 305.2.1.4, i.e., "However, the Engineer may……..Compacted layer thickness."

Clause 305.2.2.2 Borrow Materials

Paragraph 1 of this clause shall read as under:

"No borrow area shall be made available by the Employer for this work. The arrangement for the source of supply of the material for embankment and sub grade as well as compliance to the different environmental requirements in respect of excavation and borrow areas as stipulated, from time to time, by the Ministry of Environment and Forest, Government of India and the local bodies, as applicable shall be the sole responsibility of the Contractor."

Paragraph 8 of this Clause given below Table 300-2 shall read as under:

"The contractor shall at least 7 working days before commencement of compaction submit the following to the Engineer for approval:

i) The Values of maximum dry density and optimum moisture content obtained in accordance with IS 2720 (Part 8) for each fill materialhe

intends to use.

ii) The graphs showing values of density against moisture content from which each of the values in (i) above of the maximum dry density and optimum moisture content weredetermined.

iii) The dry density-moisture content-CBR relationship for each of the fill materials be intends to use in the subgrade."

Clause 305.3 Construction Operations

Clause 305.3.4 Compacting ground supporting embankment/subgrade

Delete "where necessary" in the first sentence of the first paragraph.

Clause 305.3.5.2 In Paragraph 3, delete "IS: 2720 (Part 7) or "and "as the case may be".

Clause 305.3.6 Compaction

The second paragraph of this Clause shall read as under:

"Only vibratory rollers of not less than 8 – 10 ton static weight with Plain or pad foot drum shall be used for compaction."

Clause 305.4 Construction of Embankment and sub-grade under special Condition.

Clause 305.4.1 Add new para after para 1 as under:

"The earthwork for widening the existing road embankment and shoulders shall be carried out in layersduly compacted. On completionof earth work to the required heightthe triangular portion on the sloping face of the layers shall be cut in such a manner that the specified slope is achieved. This operation is incidental to work and no extra payment shall be made for this."

Clause 305.4.7 Earthwork for high Embankment

Substitute the first paragraph of this clause as under:

"In the case of high embankments, the Contractor shall use the material from the approved borrow area."

Soil Erosion and Sedimentation Control

Clause 306.4 Measurement for Payment

Substitute the Clause 306.4 as follows:

"All temporary sedimentation and pollution control works shall be deemed as incidental to the earthwork and other items of work and as such no separate payment shall be made for the same."

Clause 306.5 Rate

This Clause is deleted.

Clause307 Turfing with sods.

Clause307.5 for Add “(iii) application of top soil” after (ii). Delete “the contract unit rate

application of top soil shall be as per clause 301.9.5”.

Clause309 Surface/Sub-SurfaceDrains

Clause309.2 SurfaceDrains

Add at the end of third paragraph:
Metal grates for sumps on concrete lined surface drains shall be heavyduty (trafficable by commercial vehicle) proprietary products with gaps between bars no greater than 26mm. The Contractor shall submitproposals for grating to the Engineer for approval before commencing construction of the sumps.”

Clause309.4 Measurement forPayment

Delete the first sentence and replace with:

“Surface drains not lined shall be included in the items for excavation for the roadway in accordance with Clause –301.8.”

Clause309.5 Rates

Add at the end of this clause as under:

“The rate for concrete lined drains shall include bedding concrete and jointing. The rate for lined surface drains shall include inlet sumps and metal grates where specified.”

Add Clause 314 as under:

Clause314 Leveling and Dressing overarea:

Clause314.1 Scope

The work shall consist of excavation, removal, filling and satisfactory disposal of all materials necessary for the area to be leveled and dressedin line, grades as directed by the Engineer. It shall include cutting and filling the ground in all type of soil where variation of existing ground levelis + 30 cm or less. It will also include the grubbing of the existing rank vegetation and clearance of undergrowth completely.

Clause314.2 ConstructionOperation

The engineer shall identify the area where leveling and dressing is to becarried out. The clearing and grubbing of rank vegetation and undergrowth shall be carried out as per clause 201.1. If the stagnant

water is existing on the side, the same shall be pumped / bailed out. The area shall be kept dry throughout the operation of leveling and dressing.The leveling and dressing shall be carried out by excavating the high areaand filling the low area with the excavated material in proper slope. This operation will be carried out manually/mechanically as per site conditions.

Clause314.3 Measurements

The measurement shall be made for the area to be leveled and dressed in Sq.m.

Clause314.4 Rates

The contract unit rates for the items for leveling and dressing shall be payment in full for carrying out the required operations including full compensation for:

1. Cost of all labour, materials, tool, equipment and incidentals to complete thework.
2. Clearing and grubbing the rank vegetation and undergrowth and their disposal within1000m.
3. Pumping and bailing out of water and keeping the area dry during construction.
4. In all type of soils and saturatedearth.

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

Clause 401.4.1 Substitute “Smooth wheeled roller” by “Vibratory Roller” or as approved byEngineer-In-charge.

Clause 401.4.2 Spreading andCompacting

The following shall be added to Paragraph 1:

“The thickness of the loose layers shall be so regulated that the maximum thickness of the layer after compaction does not exceed 150mm.”

The fifth paragraph of this Clause shall be as under:

“Immediately thereafter, rolling shall start with the help of a vibratory roller of minimum 80 to 100 KN static weight with plain drum or pad foot drum of heavy pneumatic tyre roller of minimum 200 to 300 KN weight having a minimum tyre pressure of 0.7 kN/m2 or adequate capacity capable of achieving the required compaction. Rolling shall commence at the lower edge and proceed towards the upper edge longitudinally for portions having unidirectional cross fall and super-elevation and shall commence at the edges and proceed towards the crown for portions having cross falls on both sides.”

Clause401.7 Measurement forpayment:

Add paragraph 3 as under:

For carrying out full depth repair and/or reconstruction of road pavement, if the granular sub-base materials laid on the shoulders for diversion of traffic (as per clause 112) is required to be scarified/removed and re-laid after compensating the loss during handling and by movement of traffic on completion of Full depth repair/reconstruction of road pavement, this operation shall be considered incidental to the work of providing granular sub-base and no extra payment shall be made for the same.

Clause 404.2.1 Coarse aggregate:

Amend this clause as under:

Coarse aggregate shall be either crushed or broken stone. The aggregates shall conform to the physical requirements set-forth in Table 400-6. The type and size range of the aggregate shall be specified in the contract or shall be as specified by the Engineer. If the water absorption value of the coarse aggregates is greater than 2 percent, the soundness test shall be carried out on the material delivered to site as per IS: 2386 (part 5).

Clause 404.2.3 Crushed Slag:

Delete this Clause

Clause 404.2.4 Over-burnt (Jhama) brick aggregates:

Delete this Clause.

Clause 404.3.4 Rolling:

Delete in first para “three wheeled ---------- rollers 80 to 100 kN capacity or tandem or”

SECTION 500 - BASE AND SURFACE COURSES (BITUMINOUS):

Clause501.8.2.4 Profile Corrective Course and its application:

Replace (ii)) with

“The material for bituminous profile corrective course shall be laid independently of all other courses, adopting such construction procedures and using such equipment as may be appropriate to the specified type of material and thickness of the course manually/machine paid as approved by the engineer-in-charge. The method of providing profile corrective course shall be approved by the engineer-in-charge.

Clause501.8.3.1 Preparing Existing Granular Surface

Amend the Clause as under:

"The surface on which bituminous profile corrective course is to be laid shall be thoroughly swept clean of dust and any other extraneous material using mechanical broom and dust collected removed or blown of using compressed air except in places where technical means cannot reach. A prime coat conforming to Clause 502 shall be applied prior to laying profile correctivecourse."

Clause 501.8.3.4 Laying the Profile Corrective Course.

Clause 501.8.3.4.1 This clause shall read as under:

"The surface on which profile corrective course is to be laid shall be thoroughly swept clean of dustand any other extraneous material using mechanical broom and dust collected removed or blown off using compressed air except inplaces where mechanical mans cannot reach."

"After preparing the granular surface as in Clauses 501.8.3.1 and 501.8.3.2, the profile corrective course with materials as per Clause 501.8.2.3/501.8.2.4 shall be laid and compacted to the requirement of particular Specification Clause."

Clause 502 Prime Coat Over Granular Base :

Clause 502.2.3 The type of bitumen emulsion shall be slow setting.

Clause 503 Tack Coat

Clause 503.2.1 The type of bitumen emulsion shall be medium setting.

Clause 504 Bituminous Macadam:

Clause 504.2 Materials

Clause 504.2.1 Bitumen:

The penetration grade of bitumen shall be 60/70.

Clause 507 & 509 Bitumen

The penetration grade of bitumen shall be 60/70.

Clause 507.9 For DBM, Clause 508.9 for SDBC and Clause 509.9 for BC

These clauses stand amended to the extent that the rate shall cover the provision of bitumen in the mix as per job mix formula. No variation in the rate for this item will be admissible on account of quantity of bitumen used.

Clause 801

801 TRAFFICSIGNS

801.1 GENERAL

The colour, configuration, size and location of all traffic signs for highways (other than Expressways for which the size of the signs, letters and their placement shall be as specified in the drawings and relevant Specifications or as directed bythe Engineer) and for other roads, shall be in accordance with the Code of Practice for Road Signs, IRC: 67:2010, or as shown on the drawings. In the absence of any details or for any missing details (for example, chevron signs etc.), the signs shall be provided in accordance with international standards and/or as directed by the Engineer.

Unless otherwise specified, the signs shall be reflectorised as shown on the drawings or as directed by the Engineer. They shall be of retro-refiectorised type and made of micro-prismatic type reflective as per IRC:67:2010.

In general, cautionary and mandatory signs' shall be fabricated through process of screen printing. In regard to informatory signs with inscriptions or cut letters of, coloured retro-reflective sheeting comprising unmetalised micro-prismatic element material as per IRC:67:2010 or durable transparent, coloured overlay film shall be used which must be bonded well on the base sheeting, as directed by theEngineer.

801.2 Materials

The various materials and fabrication of the traffic signs shall conform to the following requirements:

801.2.1 **Concrete:** Concrete shall be of the grade shown on the Contract drawing or otherwiseas directed by the Engineer.

801.2.2 **Reinforcing steel:** Reinforcing steel shall conform to the requirement of IS:1786unlessotherwise shown on the drawing.

801.2.3 **Bolts, nuts, washers:** High strength bolts shall conform to IS: 1367 whereas precisionbolts, nuts, etc., shall conform to IS:1364.

801.2.4 **Plates and supports:** Plates and support sections for the sign posts shall conform toIS:226 and IS:2062 or any other relevant IS Specifications.

801.2.5 **Substrate:** Sign panels may be fabricated on aluminium sheet, aluminium compositepanel, fibre glass sheeting, or sheet moulding compound. Aluminum sheets used for sign boards shall be of smooth, hard and corrosion resistant aluminium alloy conforming to IS:736-Material designation 24345 or 1900. Aluminium Composite Panel and other materials shall meet the relevant ASTM (D903, E8, E393, E732)/BS/BIS requirements.

801.2.6 Shoulder mounted ground signs with a maximum side dimension not exceeding 600mm shall not be less than 1.5 mm thick with Aluminium and 3 mm thick with Aluminium Composite Material. All other signs shall be at

least 2mm thick withAluminiumand 4 mm thick with Aluminium Composite Material. The thickness of the sheet shall be related to the size ofthe sign and its support and shall be such that it does not bend or deform under prevailing wind and other loads. All overhead signs made with Aluminium Composite Material shall be minimum 4 mm thick to withstand wind and other loads without deformation.

801.2.7 In respect of sign sizes not covered by IRC:67: 2010 the structural details (thickness, etc.) shall be as per the approved drawings or as directed by the Engineer.

801.3 Traffic Signs having Retro-ReflectiveSheeting

801.3.1 **General requirements:** The retro-reflective sheeting used on the sign shall consist ofthe white or coloured sheeting having a smooth outer-surface which has the property of retro-reflection over its entire surface. It shall be weather-resistant and show colour fastness. It shall be new and unused and shall show no evidence of cracking, scaling, pitting, blistering, edge lifting or curling and shall have negligible shrinkage or expansion. A certificate of having tested the sheeting for co-efficient of retro-reflection, day/night time colour luminous, shrinkage, flexibility, linear removal, adhesion, impact resistance, specular gloss and fungus resistance 3 years outdoor weathering and its having passed these tests shall be obtained from a Government Laboratory, by the manufacturer of the sheeting. The retro- reflective sheeting shall be either of Engineering Grade material with enclosed lens, High Intensity Grade with encapsulated lens or Micro-prismatic Grade retro-reflective element material as given in Clausebelow

801.3.2 **Micro Prismatic Grade Sheeting (Type XI) :**Retro reflective sheeting typicallymanufactured as a cube corner. The reflective sheeting shall be retro reflective sheeting made of micro prismatic retro reflective material. The retro reflective surface, after cleaning with soap and water and in dry condition shall have the minimum co-efficient of retro reflection (determined in accordance with ASTM D 4956-09) as indicated in Table800

Table 800 Acceptable Minimum Coefficient of Retro-reflection for Type XI

A

Prismatic Grade Sheeting(Candelas per Lux per Square Metre)

Observation Angle	Entrance Angle	white	Yellow	Orange	Green	Red	Blue	Brown	Florescen tyellow -Green	Florescent yellow	Florescent Orange
0.1°	-4°	830	620	290	83	125	37	25	660	500	250
0.1°	+30°	325	245	115	33	50	15	10	260	200	100
0.2°	-4°	580	435	200	58	87	26	17	460	350	175
0.2°	+30°	220	165	77	22	33	10	7	180	130	66
0.5°	-4°	420	315	150	42	63	19	13	340	250	125
0.5°	+30°	150	110	53	15	23	7	5	120	90	45
1.0°	-4°	120	90	42	12	18	5	4	96	72	36
1.0°	+30°	45	34	16	5	7	2	1	36	27	14

A Minimum Coefficient of Retro reflection(R_A)(cd.lx^{-1} .m^{-2}).

B Valuesfor0.1 observation angles are supplementary requirements that shall applyonly when specified by the purchaser in the contract or order.

When totally wet, the sheeting shall show not less than 90 percent of the values, of retro reflection indicated in above Table. At the end of 10 years, the sheeting shall retain at least 80 percent of its original retro-reflectance.

801.3.3 **Messages / borders:** The messages (legends, letters, numerals etc.) and borders shalleither be screen-printed or of cut-outs from durable transparent overlay or cut-out from same type of reflective sheeting (excluding for black colour) for the cautionary/ mandatory signs. Screen printing shall be processed and finished with materials and in a manner specified by the sheeting manufacturer. For the information and other signs, the messages (legends, letters,numerals etc.) and borders shall be cut-out from durable transparent overlay film or cut out from same reflective sheeting only. Cut-outs shall be bonded with the sheeting in the manner specified by the manufacturer. Both the screen printed areas and cut-out messages sheetings and cut-out durable transparent overlay film shall be covered under the warranty period of the sheeting type, issued by the sheetingmanufacturer

801.3.4 For screen-printed transparent coloured areas on white sheeting, the co efficient ofretro-reflection shall not be less than 50 percent of the values of corresponding colour in Tables 800 asapplicable.

801.3.4.1 Cut-out messages and borders, wherever used, shall be made out of retro-reflectivesheeting (as per Clauses 801.3.2 as applicable), except those in black which shall be of non-reflectivesheeting.

801.3.5 **Colour**: Unless otherwise specified, the general colour scheme and properties shall beas stipulated in ASTM 4956-09. The colours shall be durable and uniform in acceptable hue when viewed in day light or under normal headlights at night and in inclement weather conditions.

801.3.6 **Adhesives:** The sheeting shall have either a pressure-sensitive adhesive of the aggressive-tack type requiring no heat, solvent or other preparation for adhesion to a smooth clean surface, or a tack free adhesive activated by heat, applied in a heat-vacuum applicator, in a manner recommended by the sheeting manufacturer. The adhesive shall be protected by an easily removable liner (removable by peeling without soaking in water or other solvent) and shall be suitable for the type of material of the base plate used for the sign. The adhesive shall form a durable bond to smooth, corrosion and weather resistant surface of the base plate such that it shall not be possible to remove the sheeting from the sign "base in one piece by use of sharp instrument. In case of pressure-sensitive adhesive sheeting, the sheeting shall be applied in accordance with the manufacturer's Specifications. Sheeting with adhesives requiring use of solvents or other preparation for adhesive shall be applied strictly in accordance with the manufacturer'sinstructions.

801.3.7 **Refurbishment:** Where existing signs are specified for refurbishment, the sheetingshall have a semi-rigid aluminium backing or materials as per Clause 801.2.5, pre- coated with aggressive-tack type pressure sensitive adhesive. The adhesive shall be suitable for the type of material used for the sign and should thoroughly bond with that material.

801. 3.8 Fabrication

801.3.8.1 Surface to be reflectorised shall be effectively prepared to receive theretro-reflective sheeting. The sheeting of the material as per IRC: 67:2010 shall be de-greased either by acid or hot alkaline etching and all scale/dust/ coating of any type removed/ scrubbed to obtain a smooth plain surface before the application of retro-reflective sheeting. If the surface is rough, approved surface primer may be used. After cleaning, metal shall not be handled, except by suitable device or clean canvas gloves, between all cleaning and preparation operation and application of reflective sheeting/primer. There shall be no opportunity for the substrate tocomein contact with grease, oil or other contaminants prior to the application of retro-reflective sheeting.

801.3.8.2 Complete sheets of the material shall be used on the signs except where it is unavoidable; at splices, sheeting with pressure sensitive adhesives shall be overlapped not less than 5 mm. Where screen printing with transparent colours is proposed, only butt jointing shall be used. The material shall cover the sign surface evenly and shall be free from twists, cracks and folds. Cut-outs to produce legends and borders shall be bonded with the sheeting in the manner specified by themanufacturer.

801.3.9 **Warranty and durability**: The Contractor shall obtain from the manufacture a ten yearwarranty for satisfactory field performance including stipulated retro-reflectance of the retro-reflective sheeting of micro-prismatic sheeting, a seven-year warranty for high intensity grade and a five year warranty for the sheeting of engineering grade and submit the-same to the Engineer. In addition, a ten year, seven year and a five year warranty for satisfactory In- field performance of the finished sign with retro-reflective sheeting of micro prismatic, high intensity grade and engineering grade respectively, inclusive of the screen printed or cut out letters/legends and their bonding to the retro-reflective sheeting shall be obtained from the contractor/supplier and submitted to the Engineer. The Contractor/ supplier shall also furnish the LOT numbers and certification that the signs and materials supplied against the assigned work meets all the stipulated requirements and carry the stipulated warranty and that the contractor/supplier is the authorized converter of the particularsheeting:

All signs shall be dated during fabrication with indelible markings to indicate the start of warranty. The warranty shall also cover the replacement obligation by the sheeting manufacturer as well as contractor for replacement/repair/restoration of the retro-reflective efficiency.

A certificate in original shall be given by the sheeting manufacturer that its offered retro- reflective sheeting has been tested for various parameters such as co-efficient of retro- reflection, day/night time colour and luminance, shrinkage, flexibility, linear removal, adhesion, impact resistance, specular gloss and fungus resistance and 3 year outdoor weathering; the tests shall be carried out by a Government Laboratory in accordance with various ASTM procedures and the results must show that the sheeting have passed the requirements for all the above mentioned parameters. A copy of the test reports shall be attached with the certificate.

801. Installation

801.4.1 The traffic signs shall be mounted on support posts, which may be of GI pipes conforming to IS: 1239, Rectangular Hollow Section conforming to IS: 4923 or Square Hollow Section conforming to IS: 3589. Sign posts, their foundations and sign mountings shall be so constructed as to hold these in a proper and permanent position against the normalstormwindloadsordisplacementby vandalism.Normally,signswithanareaupto0.9sq.m shall be mounted on a single post, and for greater area two or more supports shall be provided. Post-end(s) shall be firmly fixed to the ground by means of properly designed foundation. The work of foundation shall conform to relevant Specifications as specified.

801.4.2 All components of signs (including its back side) and supports, other than the reflective portion and G.I. posts shall be thoroughly de scaled, cleaned, primed and painted with two coats of epoxy/ fiber glass/ powder coated paint, any part of support post below ground shall bepainted with protective paint.

801.4.3 The signs shall be fixed to the posts by welding in the case of steel posts and by bolts and washers of suitable size. After the nuts have been tightened, the tails of the bolts shall be furred over with a hammer to preventremoval.

801.5 Measurements for Payment

The measurement of standard cautionary, mandatory and information signs shall be in numbers of different types of signs supplied and fixed, while for direction and place identification signs, these shall be measured by area in square, meters.

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 itmust be deposited to the PD.

802 OVERHEADSIGNS

802.1 General

802.1.1 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 interchangedesign
- Three or more lanes in each direction
- Restricted sight distance
- closely spaced interchanges

- Multi.-lane exits
- Large percentage of commercial vehicles
- High speed traffic

804 Reflective Pavement Markers (Road Studs/Cateyes)

804.1 General

The work cover the providing and mixing of reflective pavement marker (RPM) or road stud, 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.

804.2 Material

804.2.1 Plastic body of RPM/road stud shall be moulded from ASA (Acrylic Styrene Acryl nitrite) or HIPS (Hi-impact Polystyrene) or Acryl nitrite Butadiene Styrene(ABS) orany other suitable material approved by the Engineer. The markers shall support a load of 13635 kg tested in accordance with ASTM D4280.

804.2.2 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.

804.3 Design

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

804.4 OpticalPerformance

804.4.1 Unidirectional and bi-directional studs

Each reflector or combination of reflectors on each face of the stud shall have a Coefficient of Luminous Intensity (C.I.L.) not less than that given in Table 800-12 or Table 800-13 as appropriate.

804.4.2 Omni-directional studs

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

Table 800-12 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 800-13 Minimum C.I.L. Values for Category „B" studs

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

Note: 1) The entrance angle or 0^{0}U corresponds to the normal aspect of thereflectors

when the reflecting road stud is installed in horizontal road surface.

2) 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".

804.5 Tests

804.5.1 Coefficient of luminance intensity can be measured by procedure described in ASTME

809 "Practice for Measuring Photometric Characteristics" or as recommended in BS:873 – Part 4:1973.

804.5.2 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 800-12 or 800-13 providedthat-

(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 greater than the specifiedminimum.

804.6 Solar Powered Road Markers (Solar Studs)

The solar studs shall be made of Aluminum alloy and poly carbonate material which shall be absolutely weather resistance and strong enough to support a load of 13635 kg tested in accordance with ASTM D4280. Its colour may be white, red, yellow, green or blue or combination as directed by the Engineer. Its water resistance shall meet the requirements of IP 65 in accordance with IS: 12063:1987 Category 2 for protection against water ingress. The dimensions of solar studs shall not be less than 100 mm x 100 mm x 10 mm. It shall have super bright LEDs so as to provide long visibility from a distance of more than 800m. Its flashing rate shall not be less than 1 Hz. It should be able to give the prescribed performanceinthe temperature range of -40^0 C to $+55^0$ C. Its life shall be not less than 3 years.

804.7 Fixing of Reflective Markers

804.7.1 Requirements

The enveloping profile of the head shall be smooth and the studs shall not present any sharp edges in traffic. The reflective portions of the studs shall be free from crevice or ledges where dirt might accumulate. All road studs shall be legibly market with the name, trademark or other means of identification of the manufacturer. Marker height shall not exceed 20 mm. Marker width shall not exceed 130 mm. The base of the marker shall be flat within 1.3 mm. If the bottom of the marker is configured, the outermost faces of the configurations shall not deviate more than 1.3 mm from a flat surface. All road studs shall be legibly marked with the name, trade mark or other means of identification of the manufacturer.

804.7.2 Placement

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. 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. The portions of the highway surface, to which the marker is to be bonded by the adhesive, 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. 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. 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 beimmediately removed.

804.7.3 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 reflectivity 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.

804.8 Measurement for Payment

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

804.9 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 per approved drawings or as directed by the Engineer.

Note: The warranty as specified in clause- 804.7.3 should be in the name of NHIDCL and it must be deposited to the BO.

SECTION 900 – QUALITY CONTROL FOR ROAD WORKS

Clause901 General

Amend the clause 901.10 as under:

Clause 901.10 For bitumen, cutback, emulsion, mild steel, cement and other similar material where essential tests are to be carried out at the manufacture's plant or at laboratories other than the site laboratory, the cost of samples, sampling, testing, and furnishing of the test

certificates shall be borne by the Contractor. The frequency of tests regarding bitumen, cutback and emulsion in respect of its quality shall be as per the Table 900-4 of MOST Specification.

SECTION 1000 - MATERIALS FOR STRUCTURES

Clause1014 Storage ofMaterials:
Clause 1014.3 Aggregates

The following shall be added at the end of the Clause: "Aggregates shall be stockpiled in a manner that willavoid segregation, contamination by foreign materials and intermixing ofvarious sizes of aggregates."

SECTION 3002 - RESTORATION OF RAIN CUTS:

Clause 3002.4 Amend this as under:

"The earth works for restoration of rain cuts shall be measured in cum."

SECTION-VII

INTEGRITY PACT FORMAT

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

ThisintegrityPactismadeat_____onthis_____dayof_____2021.

BETWEEN

[PresidentofIndiathroughNATIONALHIGHWAYS&INFRASTRUCTUREDEVELOPMENTCORPORATIONLTD.,establishedundertheCompaniesAct,2013,represented by its Managing Director and having its principal office at 3rd Floor, PTI Building,4-ParliamentStreet,NewDelhi-110001**],**(hereinafterreferredto asthe "**Principal/Owner**"whichexpressionshall,unlessrepugnanttothecontextormeaningthereof, includeitsadministrators,successorsandassigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as "TheBidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)"andwhichexpressionshallunlessrepugnanttobemeaningorcontextthereof includeits successorsandpermittedassigns.)

Preamble

Whereas,thePrincipalhasfloatedtheTender{*NITNo…….dtd… }*(hereinafterreferred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract/sfor*{Nameofthework*} (hereinafterreferredtoasthe"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 itsBidder(s)and/orContractor(s)/Concessionaire(s)/Consultant(s).
And whereas to meetthe purpose aforesaid, both the partieshaveagreed to enterinto thisIntegrity Pact (hereafter referred to as "Integrity Pact" or "Pact") the terms and conditions ofwhich shall also be read as integral part and parcel of the Tender documents and contract betweenthe parties. Now, therefore,in considerationof mutual covenants containedin this pact, thepartiesherebyagreeasfollowsandthispactwitnessesas under:

Article-1:CommitmentsofthePrincipal

(1) ThePrincipalcommitsitselftotakeallmeasuresnecessarytopreventcorruptionandtoobservethefollowing principles:-

(a) NoemployeeofthePrincipal,personallyorthroughfamilymembers,willinconnectionwiththeTenderfor,ortheexecutionofaContract,demand,takea

promise for or accept, for self, or third person, any material of immaterial benefitwhichthepersonisnotlegallyentitledto.

(b) The Principal will, during the Tender process treat all Bidder(s) with equity andreason. The Principal will in particular, before and during the Tender process,providetoallBidder(s)thesameinformationandwillnotprovidetoanyBidder(s) confidential/ additional information through which the Bidder(s) couldobtainanadvantageinrelationtothetenderprocessorthecontractexecution.

(c) The Principal will exclude all known prejudiced persons from the process, whoseconductinthepasthasbeenofbiasednature.

(2) If the Principal obtains information on the conduct of any of its employees which is acriminal offence underthe IPC/PC Act or any other Statutory Acts orif there be asubstantive suspicion in this regard, the Principal will inform the Chief Vigilance OfficerandinadditioncaninitiatedisciplinaryactionsasperitsinternallaiddownRules/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 allmeasuresnecessarytopreventcorruption.Hecommitshimselftoobservethefollowing principlesduringhisparticipationinthetenderprocessandduringthecontract execution.

(a) TheBidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)willnot,directlyorthroughanyotherpersonorfirm,offer,promiseorgivetoanyofthePrincipal'semployees involved in the tender process or the execution of the contract or to any thirdperson any material or other benefit which he/she is not legally entitled to, in order toobtain in exchange any advantage of any kind whatsoever during the tender process orduringtheexecutionofthecontract.

(b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with otherBidders into any undisclosed agreement or understanding, whether formal or informal.Thisappliesinparticulartoprices,specifications,certifications,subsidiarycontract,submission or nonsubmission or bids or any other actions to restrict competitiveness or tointroducecartelizationinthebidding process.

(c) TheBidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)willnotcommitanyoffenceundertherelevantIPC/PCActandotherStatutoryActs;furthertheBidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)willnotuseimproperly,forpurposesofcompletionorpersonalgain,orpassontoothers,anyinformationordocument provided by the Principal as part of the business relationship, regarding plans,technical proposals and business details, including information contained or transmittedelectronically.

(d) TheBidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)offoreignoriginshalldisclose 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 shallfurnishthenameand addressoftheforeignprinciple, ifany.

(e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting hisbid, disclose any and all payments he has made, is committed to or intends to make toagents, brokers or any other intermediaries in connection with the award of the contract.Heshallalsodisclosethedetailsofservicesagreeduponforsuchpayments.

(f) TheBidder(s)/Contractor(s)/ Concessionaire(s)/ Consultant(s) willnotinstigatethirdpersons tocommitoffencesoutlined aboveorbeanaccessorytosuchoffences.

(g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outsideinfluence through any Govt. bodies/quarters directly orindirectly on the bidding processinfurtheranceofhisbid.

Article-3Disqualificationfromtenderprocessandexclusionfromfuturecontracts.

(1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or duringexecutionhas committed a transgression through a violationof any provisionof Article-2, above or in any other form such as to put his reliability or credibility in question, thePrincipalisentitledtodisqualifytheBidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)fromthetender process.

(2) IftheBidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)hascommittedatransgression through a violation of Article-2 such as to put his reliability or credibilityinto question, the Principal shall be entitled to exclude including blacklist and put onholidaytheBidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)foranyfuturetenders/ contract award process. The imposition and duration of the exclusion will bedetermined by the severity of the transgression. The severity will be determined by thePrincipaltakingintoconsiderationthefullfactsandcircumstancesofeachcasepartic ularlytakingintoaccountthenumberoftransgressions,thepositionofthetransgressors withinthecompanyhierarchyoftheBidder(s)/Contractor(s)/Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will beimposedfor amaximumof3years.

(3) A transgression is considered to have occurred if the Principal after due consideration ofthe available evidence concludes that “On the basis of facts available there are no materialdoubts”.

(4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent andwithoutanyinfluenceagreesandundertakestorespectandupholdthePrincipal’sabsolute rights to resort to and impose such exclusion and further accepts and undertakesnot to challenge or question such exclusion on any ground, including the lack of anyhearing before the decision to resort to such exclusion is taken. This undertaking is givenfreelyand afterobtainingindependentlegaladvice.

(5) The decision of the Principal to the effect that a breach of the provisions of this IntegrityPact has beencommitted 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)canapproachIEM(s)appointedforthepurposeofthisPact.

(6) On occurrence of any sanctions/ disqualification etc arising out from violation of integritypact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shallnot be entitledforanycompensationonthisaccount.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/Concessionaire(s)/Consultant(s)couldberevokedby thePrincipaliftheBidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)canprove

thathehasrestored/recouped

the damage caused by him and has installed a suitable corruption prevention system in hisorganization.

Article–4:CompensationforDamages.

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the awardaccordingtoArcticle-3,thePrincipalshallbeentitledtoforfeittheEarnestMoneyDeposit/ Bid Security or demand and recover the damages equivalent to Earnest MoneyDeposit/ Bid Security apart from any other legal right that may have accrued to thePrincipal.

(2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevantprovisionsofthecontractrelatedtoTerminationofContractduetoContractor/Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit thePerformance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand andrecover liquidated and all damages as per the provisions of the contract/concession agreementagainstTermination.

Article–5:PreviousTransgressions

(1) TheBidderdeclaresthatnopreviostransgressionsoccurredinthelast3yearsimmediately before signing of this Integrity Pact with any other Company in any countryconforming to the anti corruption/ Transparency International (TI) approach or with anyother Public Sector Enterprise/ Undertaking in India or any Government Department inIndiathatcouldjustify his exclusionfromthetenderprocess.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from thetender processoractionforhisexclusion can betaken asmentioned underArticle-3above for transgressions of Article-2 and shall be liable for compensation for damages asperArticle-4 above.

Article–6:EqualtreatmentofallBidders/Contractors/Concessionaires/Consultants/Subcontractors.

(1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demandfrom all sub-contractors a commitment in conformity with this Integrity Pact, and tosubmitittothePrincipalbeforecontractsigning.

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

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pactorviolateitsprovisions.

Article–7:CriminalchargesagainstviolatingBidder(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 aBidder/Contractor/Concessionaire/ConsultantorSubcontractor,whichconstitutescorruption, or if the Principal has substantive suspicion in this regard, the Principal willinformthesametotheChiefVigilanceOfficer.

Article-8:IndependentExternal Monitor(IEM)

(1) The Principal has appointed an Independent External Monitor (herein after referred to as“Monitor”)forthisPact.ThetaskoftheMonitoristoreviewindependentlyandobjectivel y, whether and to what extent the parties comply with the obligations under thisagreement.

(2) TheMonitorisnotsubjecttoinstructionsbytherepresentativesofthepartiesandperforms his functions neutrally and independently. He reports to the Director General(RoadDevelopment) &SpecialSecretary.

(3) TheBidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)acceptsthattheMonitor has the right to access without restriction to all project documentation of the Principalincluding 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 unconditionalaccesstohisprojectdocumentation.ThesameisapplicabletoSubcontrac tors.TheMonitor is under contractual obligation to treat the information and documents of theBidder(s)/Contractor(s)/Subcontractor(s)withconfidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings amongthe parties related to the Project provided such meetings could have an impact on thecontractual relations between the Principal and the Contractor. The parties offer to theMonitortheoptiontoparticipatein suchmeetings**.**

(5) As soon as the Monitornotices,orhas reason to believe, a violation of this Pact,he willso inform the Management of the Principal and request the Management to discontinue ortake corrective action, or to take other relevant action. The monitor can in this regardsubmit non-binding recommendations. Beyond this, the Monitor has no right to demandfromtheparties thattheyactinaspecificmanner,refrainfromactionortolerateaction.

(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 bythe Principal and, should the occasion arise, submit proposals for correcting problematicsituations.

(7) If theMonitorhasreportedto theDirectorGeneral (RoadDevelopment)&SpecialSecretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and theDirector General (Road Development) & Special Secretary has not, within the reasonabletime taken visible action to proceed against such offence or reported itto the ChiefVigilance Officer, the Monitor may also transmit this information directly to the CentralVigilanceCommissioner.

(8) Theword'Monitor'wouldincludebothsingularandplural.

Article–9PactDuration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects fundedby Principal and consultancy services). It expires for the Contractor/ Consultant 12 months afterhisDefect Liability Periodisoveror12monthsafterhislast payment underthe contractwhichever is later and for all other unsuccessful Bidders 6 months after this Contract has beenawarded.(IncaseofBOTProjects)Itexpiresfortheconcessionaire24monthsafterhisconc ession period is over and for all other unsuccessful Bidders 6 months after this Contract hasbeenawarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to

be validdespite the lapse of this pact as specified above, unless it is discharged/ determined by DirectorGeneral(Road Development) &SpecialSecretary.

Article-10OtherProvisions.

(1) ThispactissubjecttoIndianLaw. Place ofperformanceandjurisdictionisthe RegisteredOfficeofthePrincipal,i.e. NewDelhi.

(2) ChangesandsupplementsaswellasterminationnoticesneedtobemadeinwriteIng.

(3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a ~~consortium~~JointVenturepartner,this pactmustbesignedbyallpartners or~~consortium~~members.

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

(5) Any disputes/ differences arising between the parties with regard to term of this pact, anyaction taken by the Principalin accordance with this Pactorinterpretation thereof shallnotbesubjecttoanyArbitration.

(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal actionthat may follow in accordance with the provision of the extent law in force relating to anycivilor criminalproceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first donementionedinthepresenceof following witness:-

(For&Onbehalf ofthePrincipal) (For &Onbehalf oftheBidder/Contractor/ Concessionaire/Consultant)

(OfficeSeal)

Place_____Date_____

Witness1:(Name&Address):

Witness2:(Name&Address):

{COUNTERSIGNEDand

acceptedby:JVPartner}