

NATIONAL HIGHWAYS InvIT PROJECT MANAGERS PRIVATE LIMITED

Request for Proposal for

Incident Management Services (IMS) for Tolling, Operation, Maintenance & Transfer of Chichra - Kharagpur from Km. 185+150 (Design Km.16+130) to Km.129+000 (Design Km.72+250) of NH-49 in the state of West Bengal.

BID DOCUMENT

Volume-1

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National Highways InvIT Project Managers Private Limited
(For and on behalf of NEPPL)
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July-2024

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Volume-1

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(SECTION-I)
NOTICE INVITING TENDER
(E-Tendering Mode Only)

Notice Inviting Tender
(National Competitive Bidding through E-Tendering Mode Only)

NHIPMPL/Bundle-3/WB/Incident-Management/

Date: 22.07.2024

1. The National Highways InvIT Project Managers Private Limited (NHIPMPL) (For and on behalf of NEPPL) hereby invites bids through “**e-tendering mode only**” 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 NHAI/MoRTH/NHIPMPL or blacklisted/debarred for specified period by NHAI/MoRTH/NHIPMPL.

Sl. No.	Work	NH-No.	Length (In km.)	State	Estimated Cost (Rs.) excluding GST
1.	Incident Management Services (IMS) for Tolling, Operation, Maintenance & Transfer of Chichra - Kharagpur from Km. 185+150 (Design Km.16+130) to Km.129+000 (Design Km.72+250) of NH-49 in the state of West Bengal.	49 (old NH 6)	56.120	West Bengal	1.68 Crore

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

Bid Security (₹)	Average Turnover during last 3 years (₹)	Work of similar nature during last 7 years commencing 2017-18 including current year up to FY 2023-2024 (₹)	Period of Contract
Rs ₹3,36,000/-	Rs ₹50,40,000/-	Single work of ₹1,34,40,000/- (80% of Bid Price) OR Two works of Rs. ₹84,00,000/- (50% of Bid Price) OR Three works of Rs ₹67,20,000/- (40% of bid price)	1 Year (Extendable up to 5 years as per performance and requirement)

2. The Scope of the work includes Incident Management Services (IMS) for Tolling, Operation, Maintenance & Transfer of Chichra - Kharagpur from Km. 185+150 (Design Km.16+130) to Km.129+000 (Design Km.72+250) of NH-49 in the state of West Bengal and further detailed information regarding the scope of work shall be as indicated in the Bid Document.
3. The currency of the contract shall be only in Indian Currency.
4. Cost of Bid Documents (Non-Refundable) to be paid Rs. 5,900/- (Rs. 5,000/- + 18% GST) in favour of NHIPMPL through RTGS/NEFT into following bank a/c no:-

S. No.	Particulars	Details
1.	Name of Beneficiary	NATIONAL HIGHWAYS INVIT PROJECT MANAGERS PRIVATE LIMITED
2.	Name of Bank	Indusind Bank
3.	Account No.	201008853722
4.	IFSC Code	INDB0000559

5. It is mandatory for all the bidders to have class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering of NHIPMPL.
6. New e-procurement Portal is accessible from Central Public Procurement Portal (CPPP) i.e. <https://etenders.gov.in/>. The user can get 24X7 Helpdesk support on 0120-4200462, 0120-4001002 and email: support-eproc@nic.in.
7. Key Dates for download/view/submission/opening of bid:-

Availability of Bid Documents (last date & time of sale of Bid documents):	From 22.07.2024, 1700 Hrs Up to 01.08.2024, 1730 Hrs
Last date to receive Pre-bid Queries	25.07.2024
Response to Pre-bid Queries	29.07.024
Last date & time of submission of e-bids (Bid due date):	Up to 01.08.2024, 1730 Hrs
The date of opening of bid online:	02.08.2024, 1730 IST Sandeep Khare, Head- Technical, Commercial & Contracts National Highways InvIT Project Managers Private Limited (For and on behalf of NEPPL) G-5 & 6, Sector-10, Dwarka, New Delhi 110075 Tel.: +91-11-25074100/200 (Extn.2211) email: sandeepkhare.nhipmpl@nhai.org

8. The complete bid document can be viewed/ downloaded from the e-tender portal i.e., <http://eprocure.gov.in> in free of cost. To participate for bidding, bidder have to pay Rs.5,900/- (Rs. 5,000/- + 18% GST) towards the fee of bidding document in favour of NHIPMPL through RTGS/NEFT into above mentioned bank on or prior to last date & time of sale of bid document.
9. **The authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.**
10. The amendments/clarifications to the Bid Document if any shall be hosted on the said websites.
11. The Bids shall be submitted online in the prescribed format given on the said websites on or before the date and time as mentioned above. **No other mode of submission is acceptable.** The Technical Bid shall be opened online only, and subsequently financial bid shall be opened online, only of those bidders whose technical bid is found responsive.
12. Representatives of the bidders (maximum up to two) who choose to attend may attend the online opening of the bids at NHAI HQ (Old Building) on the date and time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority (Issued by Authorized signatory of the bidder) on the letter head of the bidder, at the time of opening of bids as mentioned above.
13. It is clarified that, the bidders have to upload the details of cost of bid document, on or before the last date & time of sale of bid documents mentioned above on the e-tendering portal, otherwise, it will not be possible for them to upload the e-tender documents on the e-tendering portal. Bidders are advised to upload their bids well in time, to avoid last minutes rush on the server or complications in uploading. The NHIPMPL, in any case, will not be responsible for any type of problem in uploading the bid.
14. Submission of the Bids after the Bid Due date and time shall not be permitted. Time being displayed on e-tendering portal of NHAI (“Indian Standard Time”) shall be final and binding on Bidder. Bids are required to be submitted by Bidders, only as per the Indian Standard Time and not the time as per their location/ country.
15. The Bidders are advised to submit their Bids well before the Bid Due Date. The NHIPMPL shall not be responsible for any delay in submission of Bids for any reason including server and technical problems. NHIPMPL reserves the right to accept or reject any or all Bids without assigning any reason thereof.
16. In case of any problem with the submission of the Bid, the Bidder may have the assistance of help desk or use the help manual given on the said website.

17. Address for communication/ clarification if any.

Office of -

Sandeep Khare,
Head- Technical, Commercial & Contracts
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(For and on behalf of NEPPL)
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(SECTION-II)

**INSTRUCTIONS TO BIDDERS
& APPENDIX TO BID**

Section II: Instructions to Bidders

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A.2 General

1. Scope of Bid

- 1.1 **National Highway InvIT Project Managers Private Limited** invites bids on behalf of Employer (NHIT Eastern Projects Private Limited (NEPPL)) “as described in these documents and referred to as “the works”. The name and identification number of the works is provided in the Notice Inviting Tender.
- 1.2 The successful Bidder will be expected to complete the Works by the intended Completion Date specified in the Contract Data (Part I General Conditions of Contract).
- 1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

- 2.1 The expenditure on this project will be met by NHIT Eastern Projects Private Limited(NEPPL).

3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the qualification requirements prescribed in this document.
- 3.2 Bidder must be a single entity (natural person or a private entity), and not a group of entities (the “Joint Venture”), coming together to implement the Project. Bids from joint ventures consortiums, combination or any sort of arrangement between two or more than two entities, including Sub-contracting, are not permitted
- 3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.
- 3.4 The Bidder/agency or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.

4. Qualification of the Bidder

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

- (a) Scanned Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder and original copy of Written Power of Attorney to be submitted in the envelope of physical form by the lowest bidder. (Refer Clause 12.2 of ITB).
- (b) Scanned Copies of Total monetary value of Incident Management works/ Civil Engineer construction work performed for each of the last three years.
- (c) Scanned copy of experience certificate in works of a similar nature and size for each of the last Seven Years during last 7 years commencing 2017-18 including current year up to June 2024 with certificates from the concerned officer of the rank of Executive Engineer or equivalent or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor; clearly indicating date of start and date of completion.
- (d) Scanned copy of Evidence of availability (either owned or leased or rented) of items of Incident Management equipment named in Clause 4.4 B(b) (i).
- (e) Scanned copy of CV of technical/ paramedical/ EMT personnel proposed to be employed for the Contract having the qualifications defined in 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 three years.
- (g) Deleted
- (h) Deleted
- (i) Deleted
- (j) Scanned copy of Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the present status.
- (k) Deleted
- (l) Deleted.
- (m) Scanned copy of the affidavit on the Stamp Paper, duly attested by the Notary Public, that the information furnished with the bid documents is correct in all respects.
- (n) Scanned copy of Undertakings as mentioned in Section III Clause .2.
- (o) Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB & Section III, and to be uploaded by bidder on e-tender portal.
- (p) Scanned copy of proof of payment for cost of tender documents
- (q) Scanned copy of Bid Security

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

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

- (a)** achieved an average annual financial turnover (in all classes of civil engineering incident management works/ construction works/ Routine maintenance works) equal to the amount indicated in NIT during last three years ending 31st March of the previous financial year i.e. of 23-24 (FY 2021-22, FY-2022-2023 and FY 2023-2024) duly certified by Chartered Accountant. (Not withstanding anything to the contrary contained herein, in the event that the bid due date falls within three months of the closing of the latest financial years, it shall ignore such financial year for the purpose of the bid and furnish annual financial turnover w.r.t. 3 years preceding in last financial year).

- (b)** satisfactorily completed work (The work shall be considered satisfactorily completed when reached a value of 90% of contract value or Incident management services have been deployed for 6 Months or more on ongoing work. For these ongoing incident management works the months of services rendered shall be calculated only till bid due date and the amount of services rendered for qualification shall be derived on the pro-rata basis from the contract amount or as certified by Certificate issuing Government Authority not below the rank of Executive Engineer equivalent or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor) as a prime contractor (or as a nominated/approved subcontractor, provided further that all other qualification criteria are satisfied) similar works during the last seven years ending last day of month previous to the one in which bids are invited, either of the following :-
 - i.** three similar completed works costing not less than amount equal to 40% each of estimated cost.
 - ii.** two similar completed works costing not less than amount equal to 50% each of estimated cost.
 - iii.** one similar completed work costing not less than amount equals to 80% each of estimated cost.

The similar work constitutes experience of any work of Incident Management*.(The work showing experience of incident management* alone shall also be considered as similar nature but work showing experience of Road Asset Management/ Maintenance alone shall not be considered as similar nature)

***(Deployment of any of Crane or Route Patrolling Vehicle or Ambulance shall be considered as Experience in Incident Management). The deployed incident management services shall necessarily conform to NHA Policy Guideline No. 12.19, dated 20.03.2018 (Attached in Technical Specification-Section-VII) for consideration as experience in similar nature of work.**

(Escalation factor as under shall be used to bring the value of such completed works to the level of financial year i.e., **2023-2024**) **Escalation factor** may be taken as follows: (For the cost of work completed, the escalation factor will be corresponding to the financial year **2023-2024** in which work was completed).

Year	Multiplying Factor
2023-24	1.00
2022-23	1.05
2021-22	1.10
2020-21	1.15
2019-20	1.20
2018-19	1.25
2017-18	1.30

- (c) Deleted
- (d) Deleted
- (e) Deleted

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

- (i) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects; and
 - (ii) Such other certificates as defined in Section- III.
 - (iii) Failure to submit the certificates/documents as specified above shall make the bid non-responsive.
- (b)** Each bidder must demonstrate:
- (i) Evidence of availability (either owned or leased or rented) of the key equipment's for this work as stated in the Appendix to ITB.
 - (ii) Availability for this work of personnel with qualification & experience as stated in the Appendix to ITB.
 - (c) Deleted
 - (d) Failure to demonstrate the certificates as specified above at (i) and (ii) may make the bid non responsive.

4.4.C Deleted

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

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

$$\text{Available Bid capacity} = (A * N * 2.5 - B), \text{ Where}$$

A = Maximum value of civil engineering works/ Incident management works/ routine maintenance works executed in any one year during the last three years (escalation factor as specified in this section shall be used to bring the maximum value of civil engineering works to the level of current financial year i.e., **2024-2025**) taking into account the completed as well as works in progress.

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

B = Value (escalation factor as specified in this section shall be used to bring the value to the level of current financial year i.e. **2024-2025**) of existing commitments and on-going works to be completed during the next 1 Year (period of completion of the works for which bid is invited). For the sake of clarification, it is mentioned that works for which bidder has emerged as the winner of the bids, but LOA has not been issued as on the day before opening the financial bids shall also be considered while calculating value of B

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

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debaring from MoRTH/NHAI/ NHIPMPL/NEPPL work etc.
- (iii) tampered the bid document in any manner.

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including source of fuel, water and nearby hospitals etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Incident Management Works.

The costs of visiting the Site shall be at the Bidder's own expense. The bidder may contact the NHIPMPL, New Delhi/ Project Manager at:

The Project Manager

National Highways Invit Project Managers Pvt. Ltd.

NHAI, PIU-Kharagpur, NHAI Complex, Near Chowrangee, Inda, Kharagpur - 721305

Email: kha@nhai.org and nhimplkpg@gmail.com

B. Bidding Documents

8. Content of Bidding Documents

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

Volume- I:-

- I Notice Inviting Tender
- II Instructions to Bidders & Appendix to Bid
- III Qualification Information
- IV Forms Bank Guarantee, LOA
- V Conditions of Contract, Contract Data & Agreement
- VI IRC SP 84 2019
- VII NHAI Policy No. 12.19 dated 20.03.2018

Volume - II:-

Bill of Quantities

Bill of Quantities for Incident Management works should be filled in the prescribed format given in the Bid Document. Bidders are required to quote a single rate against each item (for all items in the Bills) in BOQ. (Partially Filled/In complete Financial Bids shall be rejected unconditionally).

8.2 Deleted

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

9. Clarifications on Bid Documents

9.1 A prospective Bidder requiring any clarification on the bid document may notify NHIPMPL in writing or by e-mail (scanned copy) at the address indicated in the Notice Inviting Tender.

9.2.1 Deleted

9.2.2 Deleted

9.2.3 The bidder is requested to submit any questions in writing or by e-mail (scanned copy) so as to reach NHIPMPL not later than 3 days from the date of NIT.

9.2.4. Any modifications of the bid documents listed in Clause 8.1, which may become necessary as a result of the pre-bid clarifications or which are required in the opinion of the Employer/NHIPMPL shall be made by the Employer/NHIPMPL exclusively through the issue of an Addendum/Corrigendum pursuant to Clause 10.

10. Amendment of Bidding Documents

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

10.2 Any addendum/corrigendum thus issued shall be part of the bidding documents and shall be hosted on e-tender portal.

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

C. Preparation of Bids

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

12.2. Bidder has to submit the bid through e-tender portal. Submission of Bids in Physical form has been dispensed with in the Bidding Process. However, the scanned copies of following documents are required to be uploaded during submission of e-bid on the e-tendering portal, as per clause 12.1 above:

- a) Earnest Money Deposit/Bid Security
- b) Bid Document Fee
- c) Delete
- d) **Written Power of Attorney of the signatory (whose digital signature**

certificate is used during e-tender submission) of the bidder to commit the bid

- e) Affidavit duly notarized (as per the format provided in Section III)
- f) Original experience certificate or notarized copy of certificate duly signed by authorized signatory.
- g) Undertakings mentioned in Section III (Qualification Information) of this document.
- h) Original of documents as mentioned in Section III and other parts of RFP.
- i) Annual financial turnover (in all classes of **Incident Management works only**) during last three years ending 31st March of the previous financial year duly certified by Chartered Accountant.

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

Section	Particulars
1.	Notice Inviting Tender
2.	Instruction to the bidders
3.	Conditions of Contract
4.	Contract Data
5.	Scope of work
6.	Technical Specifications
7.	Additional Conditions
8.	Implementation Manual and Maintenance Intervention Level
9.	Additional Conditions

13. Bid Prices

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

13.2 The bidder shall quote bid prices on appropriate format enclosed as part of tender document on E Tenders portal. Bidders are required to quote a single rate against each item (for all items in the Bills) in BOQ. (Partially Filled/In complete Financial Bids shall be rejected unconditionally).

13.3 All duties, taxes (except 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 Goods & Service tax shall be reimbursed (if applicable) subject to production of proof of such payment by the contractor specific to the subject work.

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

14. Currencies of Bid and Payment

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

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

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

16. Earnest Money / Bid Security/ Forfeiture/ Debarment

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit/Bid Security, in the amount as specified in the NIT in the form of E-Bank Guarantee/Physical Bank Guarantee/Demand Draft, in favor of **National Highways InvIT Project Managers Private Limited payable at New Delhi**. The format of Bank Guarantee shall be in accordance with the sample form of Bid Security included in the Bid Document (Section-IV).

16.2 The Earnest Money shall, at the Bidder's option, be in the form of Account Payee Demand Draft, or Bank Guarantee (including e-Bank Guarantee) issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. One thousand crore), in favour of the Inviting Authority in the format given in the RFP (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Inviting Authority and the Bidder from time to time. This e-Bank Guarantee shall be transmitted through SFMS Gateway to Inviting Authority's Bank. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Account Payee Demand Draft, Bank Guarantee (including e-Bank Guarantee) shall be uploaded on e-procurement portal while applying to the tender. In case of payment Demand Draft, hard copy is to be submitted by bidder within 3 days of Bid Due Date. Any BID not accompanied by the BID Security shall be summarily rejected by the Inviting Authority as non-responsive.

16.3 The Selected Bidder's BID Security will be returned, without any interest, upon the Bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.

16.4 The Inviting Authority shall be entitled to forfeit and appropriate the BID Security as damages inter alia in any of the events specified in Clause 16.5 herein below. The Bidder, by submitting its BID pursuant to the RFP, shall be deemed to have

acknowledged and confirmed that the Inviting Authority will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in the RFP. No relaxation of any kind on BID Security shall be given to any Bidder.

- 16.5 The BID Security shall be forfeited and appropriated by the Inviting Authority as damages payable to the Inviting Authority for, inter-alia, time cost and effort of the Inviting Authority without prejudice to any other right or remedy that may be available to the Inviting Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:
- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - b) If a Bidder withdraws its BID during the period of Bid validity as specified in the RFP and as extended by mutual consent of the respective Bidder(s) and the Inviting Authority;
 - c) In the case of Selected Bidder, if it fails within the specified/extended time limit by Inviting Authority:
 - to sign and return the duplicate copy of LOA;
 - to furnish the Performance Security / Additional Performance Security (if any);
 - or
 - to sign the Agreement.
- 16.6 Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.
- 16.7 The Earnest Money of unsuccessful bidders will be returned expeditiously by the Inviting Authority after issuance of LOA to the successful bidder.
- 16.8 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.9 The Bid Security / Earnest Money will be forfeited:
- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity.
 - b) if the Bidder does not accept the correction of the bid price, pursuant to Clause 27;
 - or
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and/or
 - ii. furnish the required Performance Security.
- 16.7 In case of forfeiture of bid security, the bidder shall also be debarred from participation in NHAI/ NHIPMPL/ NEPPL works for a period as decided by NHIPMPL.

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

18.2 Deleted

18.3 Deleted

18.4 Deleted

D. Submission of Bids

19. Marking of Bids

19.1 The documents to be submitted through Online Mode as per clause 12.2 of ITB.

19.2 Deleted

19.3 Deleted

19.4 Deleted

19.5 Deleted

19.6 Deleted

19.7 Deleted

20. Deadline for Submission of Bids

20.1 The Bidder shall ensure that the complete e-Bid is uploaded on e-tender portal not later than the Bid Due Date and Time specified in NIT/e-portal.

20.2 NHIPMPL assumes no responsibility for inability of a bidder to submit bids through 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". NHIPMPL shall not be responsible if bidder is not able to submit the bid on account of failure in network/internet connection or any other technical reason.

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

21. Late Bids

21.1 Deleted

22. Modification and Withdrawal of Bids

- 22.1 Bidders may modify or withdraw their e-bids before the deadline prescribed in Clause 20.
- 22.2 Deleted
- 22.3 No bid may be modified after the deadline for submission of bids.
- 22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 shall result in the forfeiture of the Bid security pursuant to Clause 16.
- 22.5 Bidders may modify the prices of their bids before deadline of submission of bid.
- 22.6 Bid submission after deadline shall not be permitted in the e-tendering portal. 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 their location/country.

E. Bid Opening and Evaluation

23. Bid Opening

Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received (except those received late) shall be opened on the date and time mentioned in Notice Inviting Tender (NIT) through online process of e-tendering. '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" and 'Financial Bid' in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the NIT.
 - 23.1.1. Deleted
 - 23.1.2 Deleted
- 23.2 Deleted.
- 23.3 Deleted
- 23.4 (i) The bids accompanied with valid bid security, bid document fee, tender processing fee will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.

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

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

(ii) The technical and Financial Evaluation of the Bids and declaration of result shall be done based on the documents received online. L1 Bidder shall be asked to submit Originals of all the documents listed under and as per clause 12.2 of Section-II after declaration of Result of Evaluation of Financial Bid by the Authority: -

- a) Original of Bid Security in the form of Bank Guarantee/ Demand Draft/Fixed Deposit Receipt.
- b) Original Power of Attorney for Signing of Bid.
- c) Original of Experience certificates apostle at Foreign Origin, if any.
- d) Affidavit duly Notarized

(iii) L1 Bidder failing to submit the original documents required as per clause 12.2 of Section-II and clause 23.5 of Section-II above shall be unconditionally debarred from Bidding in NHAI/NHIPMPL/NEPPL Projects for a period determine by the Inviting Authority and the bidding process shall be annulled.

23.6 At the time of the opening of the “Financial Bid”, the names of the bidders whose bids were found responsive in accordance with clause 23.5 will be announced. The financial bids of only these bidders will be opened. The responsive bidder’s names, the Bid prices, the total amount of each bid, pursuant to clause 22 and such other details as the employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

23.7 Deleted

24. Process to be Confidential

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

25. Clarification of Bids and Contacting the Employer

- 25.1.** To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his-Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.
- 25.2** Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 25.3** Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. Examination of Bids and Determination of Responsiveness

26.1 During the detailed evaluation of "Technical Bids", the NHIPMPL will determine whether each bid:

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

26.2 Deleted.

26.3 Deleted.

27. Correction of Errors.

27.1 Financial Bids determined to be substantially responsive will be checked by the Inviting Authority for any arithmetic errors. Errors will be corrected by the Inviting Authority as follows:

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.

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

28. Evaluation and Comparison of Financial Bids

28.1 The Employer will evaluate and compare only the bids determined to be

substantially responsive in accordance with Clause 26 and who have submitted requisite documents as per clause 23.

28.2 In evaluating the Bids, the Employer will determine for each bid the evaluated bid price by adjusting the Bid price after making any correction for errors pursuant to Clause 27.

28.3 If the Bid of the successful Bidder is seriously unbalanced (i.e. below 20% (excluding 20%) of the estimated project cost) in relation to the Engineer's/Employer's estimate of the cost of work of whole work, 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. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the **Inviting Authority** in the form of Account Payee Demand Draft, or an irrevocable and unconditional Bank Guarantee (including e-Bank Guarantee) from a Bank in the same form given in the RFP towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:

- a) If the Bid Price offered by the Selected Bidder is lesser than the Estimated Project Cost by an amount greater than 20% of the estimated Project Cost/Cost put to tender, the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP) - 20% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder
- b) Maximum limit of Additional Performance Security shall be limited to 3% of the Bid price offered by the Selected Bidder
- c) This Additional Performance Security shall be treated as part of the Performance Security

28.4 Deleted

28.5 In case the successful Bidder fails to submit the originals as per clause 12.2 of Section II and clause 23.5 of Section-II, the bidding process shall be annulled.

29. Price Preference

29.1 There will be no price preference to any bidder.

F. Award of Contract

30. Award Criteria

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

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

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

31.1 Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the

award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

32. Notification of Award and Signing of Agreement.

- 32.1** The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that, the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works, and of routine maintenance of roads by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 32.2.** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 33.
- 32.3.** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.
- 32.4** Upon furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

33. Performance Security

- 33.1** Within 03 (three) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of (10%) Ten percent of the Contract Price for routine maintainance, incident management and toll collection services in the in the form of Account Payee Demand Draft, an irrevocable and unconditional Bank Guarantee (including e-Bank Guarantee) from a Bank in the form set forth in RFP (the "Performance Security"), for the period of 60 days after the Defects Liability Period. The Additional Performance Security of (3%) Three percent of the Contract Price for unbalanced Bids in accordance with Clause 28.3 of ITB and Clause 47 Part I General Conditions of Contract and sign the contract. The Additional Performance Security shall be valid until 28 (twenty eight) days after Project Completion Date.
- 33.2** The performance security may be increased during implementation in case the change of scope/ variation in the project is more than 10 (ten) percent of the contract price. Additional amount of security to be submitted by the selected bidder should be equal to the difference between performance security for the updated project cost and the performance security submitted by the contractor previously.
- 33.3** Failure of the successful bidder to comply with the requirement of sub-clause 33.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security and debarment for a period as specified in clause 16.7.

34. Advances

- 34.1** Deleted

35. Corrupt or Fraudulent Practices

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

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

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

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly, with the bidding process or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the bidding process or after the award or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Works, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Works;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;
- (d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; and

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

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

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

Appendix to ITB

(4.4. B) (b) (i)

Minimum Machinery & Labour Requirement		
Name of the Equipment	Unit	Requirement
Crane of 30 tones capacity	No	02
Patrol Vehicle	No	02
Ambulance	No	02
Note: -		
<p>Note: The bidder must upload scanned copy of the documentary evidence in support of his owning/leased/ rented of the above equipment. In case the bidder proposes to hire or take the above equipment on lease, bidder should, along with the lease/rent agreement, attach the proof of ownership of these equipment with the company/ entity from whom the equipment are proposed to be hired on lease/ rent or Bidder can submit an affidavit as undertaking for deployment of new Key Equipment if the work is awarded to the Bidder as specified in Para 2 of Section-III of RFP and in Format as specified in Format-2(iv) of Section-III of RFP. The affidavit shall enclose the Quotation of the Vendor from whom the bidder wishes to procure the Key Equipment (as per make and specification defined in the RFP) if work is awarded in the name of Bidder as well as Employer. Equipment and machineries must be of the adequate capacity as per MoRT&H specification, NHAI Policy Guideline No. 12.19 dated 20.03.2018 (Attached in Section-VI of RFP) and up to the satisfaction of the Employer. Bid Shall be considered Non-Responsive on Non submission of supporting documentary evidence with the Bid</p>		

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

Sl. No	Personnel	Qualification	Particular Experience (minimum requirement)	No. of Persons
1.	Incident cum, Road property Manager cum Route Operation Manager	Graduate from a recognized University + 5 years' experience	3 years on highway property management and maintenance	1
<p>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. Noncompliance of the above or non-furnishing of the CV as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than above shall make the bid non-responsive and financial bid shall not be opened.</p>				

Format of Curriculum Vitae (CV) For Proposed Key Staff



1. Proposed Position: _____

2. Name of Staff: _____

3. Date of Birth: _____ (Please furnish proof of age)

4. Nationality: _____

5. Educational Qualification:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Please furnish proof of qualification)

Contact Address with Phone and mobile numbers:

6. Membership of Professional Societies:

7. Publication:

(List of details of major technical reports/papers published in recognized national and international journals)

8. Employment Record:

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give client references, where appropriate).

9. Summary of the CV

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

A) Education:

i) Field of Diploma/Graduation and year

ii) Field of post-graduation and year

iii) Any other specific qualification

B) Experience

i) Total experience in highways: _____ Yrs.

ii) Responsibilities held:

i) _____ Yrs.

- ii) _____ Yrs.
- iii) _____ Yrs.
- iii) Relevant Experience: _____ Yrs.

- C) Permanent Employment with the Firm
(Yes/No): If yes, how many years:
If no, what is the employment?
Arrangement with the firm?

Certification:

1 I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project

2 I, the undersigned, certify that to the best of my knowledge and belief, this bio- data correctly describes myself my qualification and my experience.

Signature of the Candidate _____

Place _____

Date _____

Signature of the Authorized Representative of the firm _____

Place _____

Date _____

Note: Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm.

SECTION III

QUALIFICATION INFORMATION

SECTION III

QUALIFICATION INFORMATION

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

Qualification Information

1. For Individual Bidders

1.1. Constitution or legal status of Bidder

[Upload scanned copy of original]

Place of registration:

Principal place of business:

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

1.2. Total value of Civil Engineering work/ Incident Management works performed in the last three years including current year (in Rs. Lakhs) refer ITB 4.4 A (a)

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

2021-2022.....

2022-2023.....

2023-2024.....

Total -----

Average per year

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

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

** Upload certificate(s) from the Employer (to be given by an officer at the rank of Executive Engineer or equivalent or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor*

Above documents to be also supported with supply original or certified/notarized copy in scanned form in E-tender Portal and in Physical pursuant to provisions of the RFP)

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

1.3(b) Deleted

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

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

** Upload certificate(s) from the Employer (to be given by an officer at the rank of Executive Engineer or equivalent or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor*

Above documents to be also supported with supply original or certified/notarized copy in scanned form in E-tender Portal and in Physical pursuant to provisions of the RFP)

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

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

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

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

** Upload certificate(s) from the Employer (to be given by an officer at the rank of Executive Engineer or equivalent or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor*

Above documents to be also supported with supply original or certified/notarized copy in scanned form in E-tender Portal and in Physical pursuant to provisions of the RFP

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

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

* Upload copy of LOA

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

A = Rs. (enclose the details)

N =years

B = Rs. (enclose the details)

Available Bid Capacity = [A x N x 2.5 - B]
= Rs.Cr.

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 equipment. In case the bidder proposes to hire or take the above equipment on lease, he should, along with the lease/rent agreement, attach the proof of ownership of these equipment's with the company/entity from whom the equipment are proposed to be hired on lease/rent.

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

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

Position	Name	Qualification	Total Professional Experience	Experience in the proposed
Etc.				

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

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

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

- (i) Affidavit (it should be on stamp paper attested by Notary Public) (Format- 2(i))
- (ii) Undertaking regarding minimum investment of cash towards working capital. (Format- 2 (ii))
- (iii) Undertaking that the Bids shall remain valid for the period specified in Clause 15.1. (Format - 2(iii))

AFFIDAVIT

FORMAT- 2(i)

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

2. The undersigned also hereby certifies that neither our firm M/s_____ have abandoned any work on National Highways in India/ National Highways InvIT Project Managers Private Limited 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 NHIPMPL to verify this statement or regarding my (our) competence and general reputation.

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

To be notarized by Notary

UNDERTAKING (Regarding Minimum Investment)

FORMAT- 2(ii)

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

UNDERTAKING (Bid Validity)

FORMAT - 2 (iii)

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

AFFIDAVIT

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 equipment /Quotations of Key Equipment for this work as stated in the Appendix to ITB (with make and specifications as defined in RFP) are genuine and correct. If anything, contrary to the details as submitted is found at any stage NHIPMPL would be at liberty to debar/blacklist my firm for an appropriate period as decided by NHIPMPL.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

To be notarized by Notary

(SECTION-IV)

FORMS OF BANK GUARANTEES LOA & AGREEMENT

FORM OF BANK GUARANTEE FOR BID SECURITY

WHEREAS _____ (Name of Tenderer) (hereinafter called the Tenderer) wishes to submit his tender for maintenance work of NH- _____ (from Km. _____ to km. _____) in the state/s of _____ herein after called "the Tender" KNOW ALL MEN by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at _____ (_____) (hereinafter called the „Bank“) are bound unto the National Highways InvIT Project Managers Private Limited (hereinafter called "the Employer") in the sum of the Rs. _____ (Rupees _____) *for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day _____ of _____ and undertake to pay the amount of _____ Rs. _____ to the employer upon receipt of his first written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

(i) If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

(ii) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity.

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

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

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

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

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

“The guarantor/ bank hereby confirm that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIPMPL after obtaining details thereof from NHIPMPL”:

S. No.	Particulars	Details
1.	Name of Beneficiary	NATIONAL HIGHWAYS INVIT PROJECT MANAGERS PRIVATE LIMITED
2.	Name of Bank	Indusind Bank
3.	Account No.	201008853722
4.	IFSC Code	INDB0000559

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____ NUMBER

EMPLOYEE CODE

SEAL OF THE BANK ____

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK'S POLICY) _____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

NHIT Eastern Projects Private Limited (NEPPL)
G5 & 6, Sector - 10, Dwarka,
New Delhi - 110075

WHEREAS..... (name and address of contractor) hereinafter called "The contractor" has undertaken, in pursuance of Letter of Acceptance No. Dated to execute..... (Name of Contract and 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 the Contract;

AND WHEREAS... (Name and address of bank) we have agreed to give the Contractor such a Bank Guarantee:

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

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

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

This guarantee shall be valid until 60 days (Sixty days) from the date of expiry of the Defects Liability Period.

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

“The guarantor/ bank hereby confirm that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIPPL after obtaining details thereof from NHIPPL”:

S. No.	Particulars	Details
1.	Name of Beneficiary	NHIT Eastern Projects Private Limited(NEPPL)
2.	Name of Bank	State Bank of India
3.	Account No.	40543773791
4.	IFSC Code	SBIN0017313

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

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

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

Date.....

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

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

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

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

FORM OF LETTER OF APPLICATION

To,

Sandeep Khare,
Head- Technical, Commercial & Contracts
National Highways InvIT Project Managers Private Limited
(For and on behalf of NEPPL)
G-5 & 6, Sector-10, Dwarka, New Delhi 110075
Tel.: +91-11-25074100/200 (Extn.2211)
email: sandeepkhare.nhipmpl@nhai.org

DESCRIPTION OF WORKS:

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 NHIPMPL reserves the right to reject any or all application without assigning any reason.

Thanking you,

Yours faithfully,

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

FORM OF LETTER OF ACCEPTANCE

No.

Dated

To

M/s.....

Sub.: Name of Work

Sir,

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

You are hereby requested to furnish Performance Security plus additional security in the form detailed in para. 33.1 of ITB for an amount equivalent to **Rs..... (Rupees in words.....)** within 03 days as per provisions of clause 33.1 of ITB of the bid document and sign the contract agreement failing which the actions as stipulated in clause- 33.3 of ITB shall be taken.

Thanking you,

Yours faithfully,

(.....)

On behalf of the
Authority

SECTION V

CONDITIONS OF CONTRACT AND CONTRACT DATA

FORM OF AGREEMENT

AGREEMENT

This agreement made the _____ day of _____ 2024 _____ between the NHIT Eastern Projects Private Limited (NEPPL), New Delhi (hereinafter called "the Employer" of the one part and _____ (here in after called "the Contractor") of the other part.

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

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

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

Binding Signature of Employer _____

For and on behalf of NHIT Eastern Projects Private Limited(NEPPL), New Delhi - 110 075

Binding Signature of Contractor _____

For and on behalf of M/s. _____

In the presence of

1. Name:
- Address:

2. Name:
- Address:

In the Presence of

1. Name:
- Address:

2. Name:
- Address:

Table of Clauses

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Section V Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 41 hereunder.

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

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

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

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

The Contractor's Bid is the completed 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

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

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

Completion Date and Intended Completion Date for the whole of the Works).
2.3 The documents forming the Contract shall be interpreted in the following order of priority.

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

3. Language and Law

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

4. Engineer's Decisions

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

5. Delegation

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

6. Communications

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

7. Subcontracting

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

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

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

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

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

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

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

a) the circumstances warrant such sub-contracting; and

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

8. Other Contractors

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

8.2 Deleted

9. Personnel

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

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

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

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

14. Site Investigation Reports

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

15. Queries about the Contract Data

15.1 The Employer shall clarify queries on contract data.

16. Contractor to Construct the Works & do maintenance

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

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

17.1 The Contractor shall commence services on the Start Date and shall carry out services with monitoring of the Engineer upto Intended Completion Date.

18. Approval by the Engineer

18.1 Deleted

18.2 Deleted.

18.3 Deleted

18.4 Deleted

18.5 Deleted

19. Safety

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

20. Discoveries

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

21. Possession of the Site

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

22. Access to the Site

22.1 Deleted

23. Instructions

- 23.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.
- 23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the Employer if so, required by the Employer.

24. Deleted

25. ARBITRATION

In case of dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled mutually by the Authorized Representative of both the parties (Employer & Contractor).

26 Deleted

B. Time Control

27. Programme

27.1 Deleted

27.2 Deleted

27.3 Deleted

27.4 Deleted

28. Extension of the Intended Completion Date

- 28.1 The Engineer shall extend the Intended Completion Date only after the approval of employer as per Good Industrial Practice.
- 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 in extending the intended completion date.

29. Delays Ordered by the Engineer

29.1 Deleted

30. Management Meetings

- 30.1 The Engineer may require the Contractor to attend a management meeting. The

business of a management meeting shall be to review the plans for the Works.

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

C. Quality Control

31. Identifying Defects

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

32. Tests

- 32.1 Shall be tested as per IRC SP 84-2019 and NHAI Policy no. 12.19 dated 21.03.18.

32.2 Deleted

32.3 Deleted

33. Deleted

34. Uncorrected Defects

- 34.1 If the Contractor has not corrected a Defect/completed the work, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected/completed, and the Contractor will pay this amount or the same shall be recovered from any sums that may be due to the contractor or from the Performance Security.

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

D Cost Control

35. Bill of Quantities

- 35.1 The Bill of Quantities shall contain items for the Supplying & Operating the services to be done by the Contractor.

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

35.3 Change in Quantities

35.3.1 The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order Changes in the Quantities with the approval of Employer.

35.3.2 Engineer is also empowered to order omission of any item of BOQ, after approval from Employer for which contractor shall not make any type of claim from Employer.

35.3.3 Deleted

36. Variations

Deleted

37. Payments for Variations

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

37.2 Deleted

37.3 Deleted

37.4 Deleted.

38. Cash Flow Forecasts

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

39. Payment Certificates

39.1 The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.

39.2 The Engineer shall check the Contractor's monthly statement within 15 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question.

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

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

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

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

39.7 Deleted

40. Payments

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

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

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

41. Compensation Events

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

- (a) The Employer modifies the Schedule of other contractors in a way which affects the work of the contractor under the Contract
- (b) Deleted
- (c) Deleted.
- (d) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (e) Deleted
- (f) The effect on the Contractor of any of the Employer's Risks.

41.2 Deleted

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

42. Taxes & Currencies for payments

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

43. Price Adjustment-

Deleted

44. Security Deposit / Retention Money

44.1 Deleted.

44.2 Deleted

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

44.3 Deleted

45. Liquidated Damages

45.1 The Contractor shall pay liquidated damages to the Employer at the rate or part thereof stated in the Contract Data for each day the required services are not provided by the Contractor. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

45.2 Deleted

46. Advance Payment

46.1 Deleted

46.2 Deleted

46.3 Deleted

47. Securities

47.1 Subject to further condition in contract data, the Performance Security equal to 10 percent of the contract price shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a prescribed bank. The Performance Security shall be valid until a date 60 days after the expiry of DLP. The validity shall account for additional 3 months' time to account for BG verification, signing of contract and start date

48. Cost of Repairs

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

E. Finishing the Contract

49. Completion

49.1 When the whole of the services has been completed as per the provision of the Contract, the Contractor shall request the Engineer to issue a certificate of Completion of the Works. The Engineer shall, within 14 days of the date of receipt of such request, either issue to the Contractor, with a copy to the Employer, a completion certificate, stating the date on which, the works were completed in accordance with the contract, or give instructions in writing to the contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such certificate.

50. Taking Over

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

51. Final Account

51.1 The Contractor shall supply to the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Contract period.

52. Operating and Maintenance Manual

52.1 Deleted

52.2 Deleted

53. Termination/ Foreclose

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

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

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

fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

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

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

53.4 Notwithstanding the above, the 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.

53.6 **Foreclosure** - NEPPL with consultation from Engineer may foreclose the contract before the expiry of the Scheduled contract period on account of taking up the stretch for future development such as 6-laning/OMT/InVIT/TOT or any such administrative decision by giving One month's Notice.

54. Payment upon Termination

54.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done 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 and Employer may recover the same from Performance Bank Guarantee.

54.2 Deleted

54.3 CURTAILMENT OF DLP & RECOVERY

Deleted

55. Property

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

56. Release from Performance

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

F. Other Conditions of Contract

57. Labour

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

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

58. COMPLIANCE WITH LABOUR REGULATIONS

58.1 During the currency of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be notified already or that may be notified under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the

provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including from his performance security/ retention money. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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

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

- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-

aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

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

59. Drawings and Photographs of the Works

59.1 Deleted

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

60. The Apprenticeship Act 1961

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

Annex-1

Deleted

Contract Data

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

Clause Reference

S. No.	Description	Clause Reference
1.	The Employer is Authorized Signatory, NEPPL Address: G-5 & 6, Sector-10, Dwarka, New Delhi Name of authorized Representative of Employer: Authorized Signatory, NHIT Eastern Projects Private Limited(NEPPL) G-5 & 6, Sector-10, Dwarka, New Delhi 110075	[Cl.1.1]
2.	The Engineer will be intimated later	[Cl.1.1]
3.	The period of the Contract: 12 Months	[Cl.1.1, 17&28]
4.	The Site is located at Tolling, Operation, Maintenance & Transfer of Chichra - Kharagpur from Km. 185+150 (Design Km.16+130) to Km.129+000 (Design Km.72+250) of NH-49 in the state of West Bengal.	[Cl.1.1]
5.	The Start Date shall be 3 days after the date of issue of the Notice to proceed	[Cl.1.1]
6.	(a) The name and identification number of the Contract is : [Cl.1.1] <i>Incident Management Services (IMS) for Tolling, Operation, Maintenance & Transfer of Chichra - Kharagpur from Km. 185+150 (Design Km.16+130) to Km.129+000 (Design Km.72+250) of NH-49 in the state of West Bengal.</i> (b) The Works consist of :- Incident Management Services (IMS) for Tolling, Operation, Maintenance & Transfer of Chichra - Kharagpur from Km. 185+150 (Design Km.16+130) to Km.129+000 (Design Km.72+250) of NH-49 in the state of West Bengal.	[Cl.1.1]
7.	(a) The law which applies to the Contract is the law of Union of India. (b) The language of the Contract documents is English	[Cl.3.1]
8.	The limit of subcontracting is 50% of initial contract price	[Cl.7.1]
9.	Schedule of Other Contractor - NIL	[Cl 8.1]
10.	Technical personnel are as given in the ITB (section-II).	[Cl 9.1]
11.	Amount for insurance are: a) Deleted	[Cl.13.1]

Incident Management Services (IMS) for Tolling, Operation, Maintenance & Transfer of Chichra - Kharagpur from Km. 185+150 (Design Km.16+130) to Km.129+000 (Design Km.72+250) of NH-49 in the state of West Bengal.

	b) Rupees equivalent to 5% of Contract price. c) Rupees equivalent to 5% of Contract price. d) Rupees 20 lakhs for multiple incidents. As per standard industrial norms. And deductible as per premium rate	
12.	Site Investigation Report - NIL	[Cl. 14.1]
13.	Deleted	[Cl.27.1]
14.	Deleted	[Cl.27.3]
15.	Deleted	[Cl.32]
16.	Deleted	
17.	(a) Amount of liquidated damages for each day the required services are not provided by the Contractor - <i>For identified Indented work 0.1 percent of the Indented value, rounded off to the nearest thousand, per day with the minimum of Rs. 10,000/-per day</i>	[Cl.45.1]
	(b) Maximum limit of liquidated damages for delay in completion of work <i>10 per cent of the Initial Contract Price rounded off to the nearest thousand.</i>	
18.	The standard form of Performance Security acceptable to the Employer Shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents.	[Cl. 47.1]
19.	Deleted	[Cl. 53.2 (j)]
20.	The percentage to apply to the value of work not completed representing the Employer's additional cost for completing the work shall be 20%.	[Cl. 54.1]

(SECTION-VI)

SCOPE OF WORK

SCOPE OF WORK

1. During the operation and maintenance of highway stretches, in order to provide relief and rescue measures in the aftermath of accidents, contractors have been mandated to deploy tow away cranes for removing the breakdown/damaged vehicles; ambulances to provide immediate first-aid during golden hour to the accident victims and subsequent transfer of the accident victim to the nearest hospital/trauma care centre; and route patrolling vehicles to check unauthorized activities, guide the road users and provide traffic management assistance during incidents
2. Identification of encroachments and ribbon development, enforcement of regulations, Liaoning with the relevant authorities for above including procurement of land records with ownership as per mutation from the concerned Revenue Authorities and help in mutation, etc.
3. All services shall be retained and maintained as per IRC SP 84 2019, Standards and Specifications and comply with the operational requirements, Tow away cranes, wireless/mobile facility and road safety works, Management and running of Medical aid post, Traffic Aid Post, etc.
4. The Contractor shall ensure the maximum availability and efficient utilization of the assets for the Employer. This shall also include the protection of the right of way from encroachments and other unauthorized activities.
5. For this purpose, the Contractor with the help of the Employer Representative and Revenue Authority shall maintain Land Record Register for entire NH ROW and shall also draw up a comprehensive asset register detailing the condition of the entire existing road and building assets. This asset register shall be maintained and continually updated after any additions to the infrastructure and after each of the required inspections.
6. Any damage or loss to asset of highway like signage's, delineators, boards etc. by way of theft or due to negligence of the Contractor shall be fully recoverable from the Contractor.
7. Any Complaints arising out of the services provided to any patient during transportation from incident site to nearby medical care facility shall solely be the responsibility of the Contractor and nowhere NHAI or its implementing agency be made a party in such complaints.
8. Unauthorized Encroachments, The strict enforcement of the requirements of the employer shall be a significant obligation under the Contract. The employer shall define the Right of Way and their requirements with respect to un-authorized accesses, encroachments, etc. The Contractor shall be required to detect report, use its best endeavors and remove all unauthorized encroachments within the right of way as soon as possible. The Contractor shall be required to record all such encroachments and seek any assistance from Police, local authorities and the employer as it deems fit, in order to ensure that all such encroachments are removed. At the start of the Contract, the Contractor shall be required to determine all encroachments and unauthorized accesses to the highway, existing at time being granted access to site. The Contractor shall list out the encroachments with a description, location and extent of each encroachment, draw up a method statement and programme for the removal of the unauthorized accesses or encroachments for approval by the employer. All existing encroachments shall be removed,

and un authorized accesses closed within 3 months of the Contractor being granted access to site.

6.1 Incident Management

The Contractor shall set up and maintain an Incident Management System (IMS) and supply regular incident statistics to employer. Incident Management entails a set of coordinated activities initiated by the Contractor when an incident (an extraordinary event resulting in the reduction of road capacity or creates a hazard for users) occurs, in order to minimize the effects of the incident and restore normal capacity and safety levels to all affected road facilities as efficiently as possible. The Contractor has to identify relevant agencies (e.g. rescue, fire, hazardous materials, traffic, police, ambulance, hospitals, alternative routes, cleanups) and their representatives and to liaise with these representatives on behalf of the employer. The incident management center on the project highway (shall be continuously staffed on a 24X7 hours basis. The Contractor shall maintain records of the details of all incidents (e.g. collision, hazardous material, breakdown, etc). After occurrence of any major incident, resulting in multiple loss of life, significant periods of road closure or major route rehabilitation work, an incident debriefing report shall be produced and forwarded to employer within 24 hours of occurrence. The Incident Management Centre shall monitor the location of route of incident management vehicles / Rescue operation vehicles through VTS on continuous basis. Contractor will keep a record of the removed accidental/ damaged vehicles by taking a dated photograph of the same and will submit the report on weekly basis to the Employer/Engineer. Contractor will remove dead animals/birds from the carriageway and bury them at a suitable location as directed by the engineer/employer within two hours of the incident and accident vehicles/Debris within 4 hours. If contractor fails to remove the dead animals/birds from the carriageway within two hours of the incident, he will be levied a penalty of Rs. 10,000/-per such incident. The incident management vehicles shall be deployed strictly in compliance with NHAI HQ, New Delhi vide Policy No. 12.19 Dated 20.03.2018 and IRC SP 84 2019 (enclosed with the RFP Document).

6.1.1 Tow Away Crane

The Contractor's responsibility for rescue operations on the Project Highway shall be limited to an initial response to any particular incident until such time that the competent authority takes charge and shall include prompt removal of vehicles or debris or any other obstruction, which may endanger or interrupt the smooth flow of traffic. For this purpose, it shall maintain and operate a round-the-clock vehicle rescue post with one mobile crane having the capacity to lift a truck with a Gross Vehicle Weight of 30,000 (thirty thousand) kilograms

6.1.2 Highway Patrol Unit(s)

The Contractor shall establish and operate Highway Patrol Unit(s) at the Toll Plaza Locations (or as decided by Engineer), which shall continuously patrol the highway in a stretch and shall remain in contact with the Control Room on a real time basis. The patrol shall render assistance to users in distress and disabled vehicles through own intervention or by calling for assistance from Control Room, Crane operators or ambulance as required. The patrol shall promptly clear the road of any obstruction. Where the obstructions take time to be cleared, the section shall be cordoned off by placing traffic cones, which shall be illuminated during night. The Specifications of Patrol Vehicle including equipments and man power are given in NHAI Policy/ IRC SP 84-2019.

6.1.3 Emergency Medical Services

The Contractor shall provide "Two Patient Capacity" rescue ambulance(s) at the Toll Plaza location(s). Specifications of "Two Patient Capacity" rescue ambulance along with medical devices, on-board equipment's, medicines and man power are given in NHAI Policy/ IRC SP 84 2019.

(SECTION-VII)
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

The deployed incident management services shall necessarily conform to the followings NHAJ Policies/Guidelines, Specifications and Standards under the terms and Conditions of Contract, Contract Data & Agreement during the operation and maintenance of the Project.

1. Conditions of Contract, Contract Data & Agreement
2. IRC SP 84 2019
3. NHAJ Policy No. 12.19 dated 20.03.2018

(SECTION-VIII)
IMPLEMENTATION MANUAL

**SECTION – VIII
IMPLEMENTATION MANUAL**

Deleted

(SECTION-IX)
ADDITIONAL CONDITIONS

ADDITIONAL CONDITIONS

1. Before tendering, the tenderer shall inspect the site of work and shall full acquaint himself the above terms and conditions with regard to site, supply & operation of work and time involved in the work (over the entire duration of contract) including local conditions that restrictions, obstructions and other conditions, as required for satisfactory and timely execution of the work. His rates should take into consideration all such factors like supply and operation, man and machinery, etc. and contingencies. No claim whatsoever shall be entertained by the Employer on this account.
2. The contractor must study the specifications and conditions carefully before tendering.
3. Deleted
4. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and supply of equipment as well as inspection of work by the Engineer. Nothing extra shall be paid on this account.
5. The contractor shall all times carryout work on the highway in a manner creating No interference in the flow of traffic as per direction of Engineer/Employer
6. Deleted
7. The work shall be carried out in such a manner so as not to interfere or effect or disturb either works, being executed by other agencies, if any.
8. Any damage done by the contractor to any existing work shall be made good by him at his own cost.
9. The work shall be carried out in the manner complying in all respect with the requirement of relevant bye-laws of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
10. Deleted
11. Deleted
12. The contractor or his authorized representative should always be available at the site of work to take instructions from Engineer or his authorized representative and ensure proper execution of work(s) or work should not be done in the absence of such authorized representative.
13. Deleted
14. The contractor shall maintain in good condition all works executed till the completion of the entire work allotted to the contractor.
15. No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of works and no such claims on this account will be entertained.
16. Deleted
17. Deleted
18. Deleted
19. Deleted
20. Deleted.
21. All work and materials brought and left upon the ground by the contractor or by his order for the purpose of forming part of the works are to be considered to be the property of the Employer and the same are not to be removed or taken away by the contractor or any other person without special license and consent in writing of the Engineer/Employer but the Employer is not be in any way responsible for any loss or damaged which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
22. The Contractor will be responsible to provide deep hand pump/tube well at site of work to make potable and safe drinking water to worker engaged in performing of services.

23. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all worker, equipment other inputs involved in the execution of the items. If any reason contractor fails to quote his rate for any item provided in the schedule of quantities it will be assumed that contractor is ready to execute that item free of cost.
24. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all-inclusive and shall apply to all items of services in execution of duties.
25. Deleted.
26. Deleted.
27. Deleted.
28. Deleted.
29. Deleted
30. Contractor may be required to execute this work under foul position. The decision of the Engineer whether the position is foul or not shall be final and the binding of the contractor and nothing extra for executing the work in foul position is payable, beyond what is provided in the schedule of quantities.