

Tender No.: NSPPL/FY 2025-26/RFP/Projects/PPEs and CPEs

Request for Proposal ("RFP") issued by **NHIT Southern Projects Private Limited (NSPPL)** for engagement of **reputed agency for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at projects under NSPPL.**

| BID SUMMARY | | |
|-------------|---|---|
| (i) | Last date and time for receipt of Bidding Documents | 25 th August 2025 17:00 Hrs |
| (ii) | Date and Time of Opening of Bids | 25 th August 2025 18:00 Hrs |
| (iii) | Place of Opening of Bids | Unit No.: 324, 3rd Floor, D21 – Corporate Park, Sector 21, Dwarka-110077, New Delhi. |

Note: – Bids will be opened in the presence of bidders who choose to attend as above.

NHIT Southern Projects Private Limited

Unit No.: 324, 3rd Floor, D21 – Corporate Park,

Sector-21, Dwarka –110077, Delhi

Email: tender@nhit.co.in

Date: 12.08.2025

| Table Of Contents | | |
|-------------------|----------------------------|----------|
| Section | Subject | Page No. |
| (i) | Notice inviting Tender | 5-7 |
| (ii) | Instructions to Bidders | 8-19 |
| (iii) | Scope of work | 20-23 |
| (iv) | Form of Technical Proposal | 24-25 |
| (v) | Form of Financial Proposal | 26 |
| (vi) | Undertakings | 27 |
| (vii) | Annexure (s) | 28-31 |

Disclaimer

The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidder(s), in documentary or any other form by or on behalf of NSPPL, NHIT and SPVs under NHIT by persons authorized to do so, is provided to the interested parties on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by NSPPL to interested parties who submit their quote (henceforth "Bidders") in response to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("Proposal") for appointment of Revalidation Consultant (s) for Projects under NSPPL as per notified norms.

NSPPL makes no representation or warranty and shall have no liability to any person or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way from this process.

A Bidder must warrant that all the information provided by it to NSPPL at the time of application & subsequently, is true to the best of its knowledge and belief and specially warrants that it has duly complied with the provisions of laws applicable to it. Bidder indemnifies NSPPL from any liabilities arising out of error or default or negligence or contravention in regard to any of the applicable laws, including, but not limited to, submission of statutory forms & other such documents.

The issue of this RFP does not imply that NSPPL is bound to select any Bidder(s) or select any Bidder(s) for any project. NSPPL may accept or reject any proposal in its discretion and may ask for any additional information or vary its requirements, add to, or amend the terms, procedure and protocol set out in RFP for bona fide reasons, which will be notified to all the Bidders invited to tender. Further NSPPL hereby reserves its right to annul the process at any time prior to issuance of the Letter of Award/Work Order/Purchase Order without incurring any liability towards the Bidders.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NSPPL, or any other costs incurred regarding or relating to its Bid. All such costs and expenses will remain with the Bidder and NSPPL shall not be liable in any manner for the same or for any other costs or expenses incurred by a Bidders in preparation or submission of the Bid, regardless of the conduct or outcome of this RFP and the related processes.

Section 1 – Notice Inviting Tender

1. The NHIT Southern Projects Private Limited (hereinafter referred to as “NSPPL”), invites Bids from eligible parties for engagement of reputed agency for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at projects under NSPPL.
2. Agency/firm will be selected under Cost Based Selection Method as described in this RFP and in accordance with the practices of NHIT.
3. Contract Period: Agency / Firm shall be shortlisted for one time supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at PAN India projects for NSPPL.
4. The RFP includes the following documents:
 - 4.1 Section 1 – Notice Inviting Tender
 - 4.2 Section 2 – Instructions to Bidders
 - 4.3 Section 3 – Scope of work
 - 4.4 Section 4 – Form of Technical proposal
 - 4.5 Section 5 – Form of Financial proposal
 - 4.6 Section 6 – Undertakings
 - 4.7 Annexure (s)

5. Brief Description of Bidding Process

- 5.1 Only those Bidders who match minimum qualification criteria in terms of this RFP shall be considered in the opening of their Financial Bids.
- 5.2 The Financial Bid of each qualified bidder shall be considered and evaluated.
- 5.3 Any queries or request for additional information concerning the RFP shall be submitted in writing and/or e-mail to the officer designated below. The envelope / email communication shall clearly bear the following identification/title:

"Queries/ Request for Additional Information: **Request for Proposal (“RFP”) issued by NHIT Southern Projects Private Limited (NSPPL) for engagement of reputed agency for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at projects under NSPPL.**

6. Address for Communication:

Shri Sandeep Khosa – GM (Procurement)
NHIT Western Projects Private Limited (NWPPL), SPV under NHIT
Unit No.: 324, 3rd Floor, D21 – Corporate Park,
Sector-21, Dwarka, Delhi – 110077.
E mail: tender@nhit.co.in

7. Schedule of Bidding Process:

The NSPPL shall endeavour to adhere to the following schedule: Any changes to the following schedule shall be informed to the Bidders through Website or email communication.

| S. No. | Description of Events | Timeline |
|--------|--|--|
| 1. | Name of Assignment | Request for Proposal ("RFP") issued by NHIT Southern Projects Private Limited (NSPPL) for engagement of reputed agency for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at projects under NSPPL. |
| 2. | Date of issue of RFP | 12 th August 2025 |
| 3. | Last date for receiving queries from bidders | 18 th August 2025 |
| 4. | Pre-Bid Queries | No pre-bid meeting. The bidders must submit their queries through email at procurement@nhit.co.in which will be replied at NHIT website / through email. |
| 5. | NSPPL's response to queries latest by | 20 th August 2025 |
| 6. | Bid due date (Last date for bid submission) | 25 th August 2025 17:00 Hrs |
| 7. | Opening of Bids | 25 th August 2025 18:00 Hrs |

Section 2 – Instructions To Bidder

2.1 Introduction

About the company: Please refer to our website www.nhit.co.in

2.2 Proposal

- 2.2.1 NHIT Southern Projects Private Limited (NSPPL) seeks proposals for engagement of reputed agency for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at projects under NSPPL as per scope of work given in Section 3 – Scope of Work of the RFP document (“Works”).

2.3 Clarification and Amendment of RFP Documents

- 2.3.1 Bidders may request clarifications on any of the RFP documents up to the time mentioned in Section 1. Any request for clarification must be sent in writing NSPPL address indicated in the RFP or by e-mail to procurement@nhit.co.in. NSPPL will respond in writing, or by e-mail/ uploading responses on website or will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should NSPPL deem it necessary to amend the RFP as a result of clarification, it shall do so following the established procedure and inform the Bidders of the same through written communication or by uploading it on the website of NHIT.
- 2.3.2 At any time before the submission of the Bids, NSPPL shall have the right to amend the RFP by issuing an addendum/ amendment in writing or by standard electronic means. The addendum/ amendment shall be uploaded on the website of www.nhit.co.in which will be binding on all Bidders. To give Bidders reasonable time for considering the addendum/ amendment in their Bids, NSPPL may, if the addendum/ amendment is substantial, at its discretion, extend the deadline for the submission of Bids.
- 2.3.3 It will be the responsibility of the Bidders to keep track of any uploaded addendum/ amendment before submission of the Bid.

2.4 Submission of Proposal

The proposal shall be submitted as indicated below:

- 2.4.1 ‘Sealed Envelope’ containing the ‘Financial Bid’ of the “Request for Proposal (“RFP”) issued by NHIT Southern Projects Private Limited (NSPPL) for engagement of reputed agency for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at projects under NSPPL. The proposal should be in the manner and format as prescribed in Section 4 – Form of Financial Bid. Please note that proposals with any conditionality will be summarily rejected.
- 2.4.2 Proposal (sealed envelope) marked as “Bid – Proposal for the Request for Proposal (“RFP”) issued by NHIT Southern Projects Private Limited (NSPPL) for engagement of reputed agency for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at projects under NSPPL.” should reach the undersigned, latest by date/time mentioned in the Section 1 – Notice inviting Tender, in hard copies/in original and shall remain valid for 120 days thereafter. The proposal should be signed by the authorized signatory of the Bidder, supported by the relevant authorization document. No Proposal will be entertained after the due time and date, as stated above. NSPPL shall not be responsible for any delay whatsoever in nature. The proposals received after the due time and date will be summarily rejected.
- 2.4.3 NSPPL reserves the right to accept or reject any or all the offers received without assigning any reason. For any clarification, you may feel free to contact the undersigned.

2.5 Modification/Substitution/Withdrawal of Bids

- 2.5.1 The Bidder may substitute or withdraw its bid after submission prior to the Bid due date. No Bid shall be allowed to be substituted or withdrawn by the Bidder on or after the Bid due date.
- 2.5.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by NSPPL, shall be disregarded.
- 2.5.3 Partial modification of the Bid is not allowed. The Bidder will have to submit the revised bid again in a sealed envelope, as per Clause 2.4 above, mentioning "Revised Bid" on the top of the sealed envelope and the original bid envelope will be returned to the Bidder. No Bid may be modified after the Bid Due Date. Withdrawal or modification of Bids between the Bid Due Date and Expiration of Bid validity shall result in disqualification from the bidding process.

2.6 Opening and Evaluation of the Bids

- 2.6.1 The Bids will be opened after the due date at the time prescribed in the RFP document in the presence of the Bidders who choose to attend. NSPPL will subsequently examine and evaluate the Bids in accordance with the provisions set out herein.
- 2.6.2 Financial Bid of non-responsive Bidders shall not be considered.
- 2.6.3 To assist in the examination, evaluation, and comparison of Bids, NSPPL may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by e-mail, 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 NSPPL in the evaluation of the Bids.
- 2.6.4 Except in case any clarification is asked for by NSPPL, no Bidder shall contact NSPPL on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If any Bidder wishes to bring additional information to the notice of NSPPL, it should do so in writing at the address prescribed in the Notice Inviting Tender.

2.7 Prior to evaluation of the Bids, the NSPPL shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid will be declared non-responsive in case:

- a. If a Bidder submits more than one Bid against this RFP.
- b. The physical bid submissions are incomplete/ inadequate to the requirements of the RFP Documents.
- c. Documents are submitted loose. (To clarify, the documents should be serially numbered or be submitted in hard bound/spiral bound).
- d. If in case the Power of Attorney or the Authority Letter is not provided.
- e. If a Bidder submits a conditional Bid or makes changes to the terms and conditions given in this RFP document.
- f. Failure to comply with all the requirements of RFP document by a Bidder.
- g. If the Bid is not submitted in the formats prescribed in the RFP document.
- h. If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to Bid being declared as non- responsive.
- i. If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document.
- j. A Bid valid for a period of time shorter than prescribed in the RFP document.

2.8 Conflict of Interest

- 2.8.1 Bidders at all times shall provide professional, objective, and impartial advice and at all times hold the NHIT Entities interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. No two Bidders can have the same constituents or any such arrangement pursuant to which any third party is in a position to have access to confidential information of each other.

2.9 Fraud & Corruption

- 2.9.1 Bidders would be required to observe the highest standard of ethics during the selection and execution of such work. NSPPL defines:
 - 2.9.1.1 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - 2.9.1.2 “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the NSPPL and includes collusive practices among bidders (prior to or after submission of proposals) and to deprive the NSPPL of the benefits of free and open competition.
- 2.9.2 NSPPL will reject a proposal for Empanelment/Selection if it determines that the bidder recommended for Empanelment has engaged in corrupt or fraudulent activities in competing for the work in question.
- 2.9.3 NSPPL will declare a bidder ineligible, either indefinitely or for a stated period of time, to be engaged if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in the bidding process for Empanelment for the subject work.
- 2.9.4 The bidder declared ineligible for corrupt and fraudulent practices by NSPPL in accordance with the above paras shall not be eligible for selection.

2.10 Consortium of Bidders is not allowed.

2.11 Supply Period

NSPPL propose to Appoint Agency/firm for one time supply of supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at PAN India projects for NSPPL, within 15 days from LOA issue date.

2.12 Termination

- 2.12.1 Upon finding deficiencies in the quality of supplied material, NSPPL will notify the Agency/firm for rectification. Agency/firm will be given 7 days for rectification in deficiencies in case of non-response beyond 10 days, Termination notice may be issued with 20 days of notice.
- 2.12.2 It shall be mandatory for the supplier to deliver the complete quantity and category of materials as specified in the Letter of Award (LOA) issued by NSPPL, unless a written instruction to hold or defer supply is provided by NSPPL. In the event of any short supply in quantity or category of materials, NSPPL reserves the right to levy a penalty equivalent to 20% of the cost of the undelivered items.

2.13 Minimum Eligibility Criteria of Qualified Bidders

Bidder Eligibility Criteria To be considered for selection by the NSPPL, the bidders should meet the following criteria:

- 2.13.1 The Bidder/Company should be having minimum 5 years’ experience in providing similar services for Infra Projects. (Proof of the same shall be attached with bidding documents).
- 2.13.2 The bidder / Company should have annual revenue/Turnover of not less than INR 1 Crore during the last three financial years ending 31/03/2022, 31/03/2023 and 31/03/2024. Certified copies of financial statements or certificate of turnover from Statutory Auditor/ Chartered Accountant of the Bidder to be submitted along with the bid.

- 2.13.3 The Bidder shall not be an associate of the Sponsor i.e., NHAI, or NHIT or IDBI Trusteeship Services Limited.
- 2.13.4 Legal Entity: The bidder should be a Legal Entity registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932.
- 2.13.5 Blacklisting: The bidder should not be debarred/ blacklisted by any Government/ PSU in India as on date of submission of the Bid.
- 2.13.6 Legal: The bidder should not be subjected to any legal action for any cause in any legal jurisdiction in the last five years which would materially affect its ability to perform under this RFP
- 2.13.7 Tax Payment – GST Payment Clause: The bidder must have a valid GST Registration and PAN in India. In case of payment to a GST registered supplier, GST amount as claimed in the invoices by the consultant/contractor/vendor in terms of provisions mentioned in the Contract Agreement/Purchase Order may be paid along with their invoices subject to:
- The GST portion that would be released would be proportionate to the amount of work certified as due for payment.
 - If the GST for any previous invoice is not reflected or reflected incorrectly in GSTR-2B after the due date of filing Return under GST Act is over, then for further payments the GST portion will be withheld till the previous GST amount is reflected accurately in GSTR-2B and position to the extent as depicted above is rectified.
 - However, the GST portion for the final invoice will be withheld till the GST of all invoices including the final invoice are accurately reflected in the GSTR-2B.
 - If a consultant/contractor/vendor abandons their work before completion, the unpaid GST portion of all invoices raised by them shall be withheld until the GST portion for the said invoices are reflected accurately in GSTR-2B.

2.14 Dis-Qualification Criteria:

NSPPL may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the respondent:

- 2.14.1 Submitted the proposal documents after the bid due date.
- 2.14.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 2.14.3 Failed to provide related clarifications, when sought.
- 2.14.4 Respondent or its directors declared ineligible, debarred by CPSU/ SPSU/ Government companies/ Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted.
- 2.14.5 Bidders who submit their bid as JV other than as provided in this document, to meet eligibility criteria will not be considered as qualified bidder. Such, JV bidder will be considered ineligible and summarily rejected.
- 2.14.6 Bids that are conditional or do not offer all the items listed in the Scope of Work shall be summarily disqualified.

2.15 Bid Proposal

The bidder who qualifies minimum eligibility criteria and quotes lowest financial offer will be eligible for the Engagement.

2.16 Sample Submission Requirement:

2.16.1 NSPPL reserves the right, at its sole discretion, to request the submission of samples for Road Barriers, Traffic Cones (Sr. No. 1 & 2, Section 3: Scope of Works), or any other item(s) listed in Section 3 of the Scope of Works prior to the issuance of the Letter of Award (LOA). Submission of samples shall be required only if explicitly requested by NSPPL.

2.16.2 Submission of Sample:

2.16.2.1 The successful bidder (L1) will be required to submit (if asked) a sample of Road Barrier and Traffic Cone for physical inspection and reference within 05 days from the notification regarding final evaluation result of the said RFP.

2.16.2.2 The sample needs to be submitted at NSPPL's Delhi office (Address as mentioned in the RFP).

2.16.2.3 The sample must be identical to the item proposed in the bid and meet all specified requirements and standards as mentioned in the RFP.

2.16.3 Custody of Sample:

2.16.3.1 The submitted sample shall remain in the custody of NSPPL until the completion of 100% material delivery and verification.

2.16.3.2 The sample will be used for comparison and verification purposes during the delivery of the materials.

2.16.4 Return of Sample:

2.16.4.1 Upon successful completion of the material delivery and verification by NSPPL, the sample shall be returned to the bidder.

2.16.4.2 The bidder shall be responsible for collecting the sample from NSPPL within 10 days after notification.

2.16.5 **Non-Compliance:** NSPPL reserves the right to descope the supply of both the material (Road Barrier and Traffic Cone) in case if the bidder;

2.16.5.1 Fails to submit the sample within the stipulated timeframe.

2.16.5.2 The submitted sample does not meet NSPPL's standards.

2.16.6 Any discrepancy observed in the material delivered at site viz-a-viz the sample, will result in rejection of the supplied material. In such case, the successful bidder shall be responsible for resupply of approved make and material at the site. For clarification of this clause, the logistics for collection of already supplied material shall be in the scope of the bidder.

2.17 Timelines and Payment Schedule:

The selected Agency/firm shall be paid as per the below mechanism:

2.17.1.1 Bidder are advised to see the Table 3.1 attached in the section – 3 for detailed Scope of Works and Annexure II – Project wise bifurcation for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs).

2.17.1.2 Transportation/ Freight expenses for doorstep delivery of safety items at address mentioned in Annexure – I will be borne by Agency/firm.

2.18 Payment terms:

2.18.1 Payment shall be made post submission of invoices as per the following milestones.

| S. No. | Milestone | Timelines | Payment |
|--------|-------------------|-------------------------------|---------|
| 1. | Material Dispatch | 15 days from the LOA issuance | |

| | | | |
|----|---|---|---|
| 2. | Delivery of material (as per LOA issued) at the site (as per Annexure I – NSPPL Project Details) Annexure II – Project wise bifurcation for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) | 30 days post material delivery at site. | 100% on acceptance of material by NSPPL |
|----|---|---|---|

2.18.2 GST payment shall be made on remembrance after submission of GST submission proof.

2.19 Documents to be submitted along with the Bid

- 2.19.1 Either power of attorney or an authority letter from Partner / Board / Managing Committee of the Bidder entity should be provided for authentication of the authorized signatory signing the Bid document.
- 2.19.2 Bid in the form provided in the RFP duly signed by the authorized representative of the bidder on all pages.
- 2.19.3 Detailed profile of the Bidder certified by Authorized Signatory of the Bidder.
- 2.19.4 Documents in support of the claims of Bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages. NSPPL may ask for 3rd party certificates from the Bidder(s), at a later stage.
- 2.19.5 Undertaking in the format provided in the RFP duly signed by the authorized representative of the bidder on all pages.
- 2.19.6 Company profile including Registration certificate, GST Certificate and MSME Certificate if applicable.
- 2.19.7 Experience Certificate self-attested along with copy of Work order/Purchase Orders.

2.20 Financial Bids / Payment

- 2.20.1 The Bidder is required to submit a financial proposal as per Section 4 – Form of Financial Proposal.
- 2.20.2 The amount quoted should be unconditional.
- 2.20.3 NSPPL shall pay the Vendor the fees/ payment as per the Financial Proposal of the Bidder, as sole compensation for the Performance of the Works.
- 2.20.4 The amount shall be payable as per the payment schedule after submission of appropriate tax invoice.

2.21 Commencement of Works: Agency/ Firm shall dispatch Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) within 15 days of issuance of LOA by NSPPL to respective project sites.

2.22 MSME Agency/Firm: Bidder shall confirm if they are/are not registered as Micro Enterprise/ Small Enterprise/ Medium Enterprise. The registered Bidder shall submit Registration no. along with Registration Certificate issued. Bidder shall also confirm that any change in Status of their organization under the above Act shall be duly informed to NSPPL. Any failure on their part in informing them about changed status shall be sole responsibility of Bidder.

2.23 Indemnification: The Agency shall hold the harmless and shall indemnify the same against all claims, penalties, fines, losses, damages, costs and proceedings arising from the breach or contravention of any laws, rules and regulations referred to in this order.

2.24 Anti-Bribery & Corruption (ABC) Policy: It is our policy to conduct all our business in an honest and ethical manner. We take a zero-tolerance approach to Bribery and Corruption and are committed to

acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery. Requested to report improper demands from the NSPPL Employees. You may address the same through email at whistleblow@nhit.co.in.

2.25 Resolutions of Disputes: "Any dispute arising out of the RFP, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 through a panel of three arbitrators, with each of NSPPL and the remaining disputing party(s) appointing one arbitrator and the two arbitrators so appointed appointing a third arbitrator. Provided that in the event that any disputing parties fail to appoint an arbitrator within 15 days from the dispute being referred to arbitration, the other parties shall be at liberty to appoint an arbitrator for such disputing party(s) and such appointment shall be final and binding on the other disputing parties. The venue of the arbitration shall be New Delhi".

2.26 Force Majeure – A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). In the case of a FM, the contract frees both parties (NSPPL & the Agency/Firm) from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. However, this does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The parties have to give notice of FM as soon as it occurs, and it cannot be claimed ex-post facto. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, NSPPL may at its option terminate the contract without any financial repercussion on other side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the Agency/Firm would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

2.27 Governing Law and Jurisdiction – This RFP and the subsequent agreement between the parties shall be interpreted by and shall be governed and construed in accordance with the laws of India. The Courts at New Delhi, India shall have sole jurisdiction over all matters arising out of or relating to this agreement.

2.28 Ethics & Integrity: The selected agency/firm is/are expected to maintain a high level of professional ethics and will not act in any manner, which is detrimental to NSPPL's Interest.

2.29 Matter of Confidentiality: Each agency/firm Agency/firm will maintain confidentiality on matters disclosed.

2.30 LOA Acknowledgement: As a token of acceptance, you are requested to acknowledge the receipt of this letter with official seal & sign form the authorized signatory along with all Annexures (if any) – within 3 working days and initiate the process for the signing of the Agreement.

2.31 Right of Removal: NSPPL will have the right to remove any selected Agency/firm from the selection list without assigning any reason whatsoever and without any cost & compensation therefore NSPPL also reserves the right to replace/remove/ Empanel any new agency/firm as the Agency/firm for an ongoing or future Requirements at any stage.

2.32 GENERAL TERMS AND CONDITIONS:

- The agency/firm is solely responsible to ensure the timely submission of their Bids at our office project site.
- The agency/firm shall not sublet, subcontract, transfer or assign the package and should offer Terms with 100% Carrying Capacity.
- All the Agency/ firm have to submit the sealed quote on or before the bid submission schedule mentioned in Clause No. 6.1 Brief Description of Bidding Process under Section 1. Notice Inviting Tender.
- The NSPPL reserves the right to reject any or all bids without assigning any reason or whatsoever.

Section 3 – Scope of Works

3.1 Scope of work: Engagement of reputed agency for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at projects under NSPPL.

| S. No. | Item Description | Make/ Brand/ Confirming Standard | Minimum Performance Warranty Period | Quantity | Unit |
|--------|--|--|-------------------------------------|----------|-------|
| 1 | Road Barrier (Interlocking Mechanism) Length: 2000 MM (2 Meter Barricade) Material - UV stabilized, virgin polyethylene Minimum weight – 12 KG | Nilkamal Dark Eye BDI Aktion Frontier | 6 months | 590 | Nos. |
| 2 | Traffic Cones 750 mm height with heavy injection moulded base. Material - UV stabilized virgin polyethylene. Minimum weight – 4 KG | (Any) Nilkamal Dark Eye BDI Aktion Frontier | 6 months | 2550 | Nos. |
| 3 | Caution Tape (Double tube, with NSPPL logo) 1.5 millimetres thick, 2.5 inches width. Roll length 500 meters | As per Industry standard | NA | 75 | Nos. |
| 4 | Polypropylene -Rope Dia – 6 mm, (Unit – Mtr.) | As per Industry standard | NA | 3500 | mtr. |
| 5 | Safety Shoe (Staff) Light Weight Black, Low Ankle, Double Density, Anti slip, Direct Injected PU Sole. | Meets IS 15298: 2016 Part II | 1 Year | 550 | Pairs |
| 6 | Safety Shoe (Workmen) Light Weight Black, Low Ankle, Single Density, Anti slip, Direct Injected PU / PVC Sole. | Meets IS 15298: 2016 Part II | 3 months | 550 | Pairs |
| 7 | Gumboot (Workmen) Industrial and Protective Rubber Knee and Ankle Boots | IS 5557 (2004) | 3 months | 220 | Pairs |
| 8 | Safety Jacket (Staff Green) Fluorescent Jacket with Chain on 130 GSM Material – Poly Cotton, With NSPPL Logo | As per Industry standard | 3 months | 750 | Nos. |
| 9 | Safety Jacket (Workmen Orange) Fluorescent Jacket with 2 side open Orange 100 GSM Material – Poly Cotton, With NSPPL Logo | As per Industry standard | 1 month | 1100 | Nos. |
| 10 | Safety Helmet with Chin strap (Staff White) White Helmet with NSPPL Logo | IS Marked 2925 | 1 Year | 290 | Nos. |
| 11 | Safety Helmet with Chin strap (Staff Green) | IS Marked 2925 | 1 Year | 36 | Nos. |

| | | | | | |
|----|--|--|----------|-----|-------|
| | Green Helmet with NSPPL Logo | | | | |
| 12 | Safety Helmet with Chin strap (Workmen Yellow) Yellow Helmet with NSPPL Logo | IS Marked 2925 | 1 Year | 330 | Nos. |
| 13 | Leather Hand Gloves | IS 6994-1 (1973) | 6 months | 110 | Pairs |
| 14 | Cotton Dotted Hand Glove | IS 6994-1 (1973): safety gloves, Part 1: Leather and cotton gloves | NA | 550 | Pairs |
| 15 | Electrical Safety Hand Gloves | IS 4770 (1991): Rubber Gloves - Electrical Purposes | 6 months | 45 | Pairs |
| 16 | One side adhesive - Reflective Tape Color - White, Red and Yellow (2-inch Width) Roll length 50 meters | As per Industry standard | 3 months | 45 | Nos. |
| 17 | Safety Harness (Full Body Harness Safety Belt with 2 Meter Restraint Twisted Rope Double Lanyard) | Conforming to IS 3521 | 3 Years | 51 | Nos. |
| 18 | Rechargeable LED Road Traffic Safety Baton Light Rechargeable LED Road Traffic Safety Baton Light with 2 Flashing Modes (Red & Green) Minimum lens length - 10 inches Minimum Life Span- 8,000 hours | As per Industry standard | 6 months | 75 | Nos. |
| 19 | Wall Mounted First Aid Box (Empty) Material - Steel Colour: Red & White, Size: 11 Inch * 3 Inch * 13 Inch (W x D x H) | As per Industry standard | NA | 15 | Nos. |
| 20 | Wall Mounted Suggestion Box Material - Steel Size - 11 Inch * 3 Inch * 12.5 Inch (W x D x H) | As per Industry standard | NA | 15 | Nos. |
| 21 | ABC Type Fire Extinguisher (2 Kg) Mild steel sheet (Thickness - 1.5 mm) | IS 15683 Brands (Any) - Ceasefire Safer Safex Minimax Kanex Usha | 1 Year | 75 | Nos. |

| | | | | | |
|----|--|---|--------|-----|------|
| 22 | ABC Type Fire Extinguisher (5 / 6 Kg) Mild steel sheet (Thickness - 1.5 mm) | IS 15683 Brands (Any) - Ceasefire Safer Safex Minimax Kanex Usha | 1 Year | 75 | Nos. |
| 23 | CO2 Type Fire Extinguisher - Stored Pressure (4.5 Kg) Wheeled Carriage | IS2878:2004 Brands (Any) - Ceasefire Safer Safex Minimax Kanex Usha | 1 Year | 75 | Nos. |
| 24 | Fire Stand (4 Bucket Hook) Material - Steel Color - Bright red Size - Height 3.5 FT, 3FT wide Zinc chromate prima and two coats of enamel paint | As per Industry standard | NA | 60 | Nos. |
| 25 | Fire Bucket (Sand Fillable - MS - Indian) 09 KG Color - Bright red Zinc chromate prima and two coats of enamel paint | IS 2546 (1974/2005) | 1 Year | 240 | Nos. |
| 26 | Solar Blinker Solar Blinker mountable on the traffic cone / barricading boards Type- Without Hook/Hook | As per Industry standard | 1 Year | 300 | Nos. |
| 27 | Electrical Rubber Mat Supply of Electrical Insulation rubber mat as per IS 15652 (1 m X 10 m Long) 3mm Thickness, Class- C, for all Toll Plaza's Electrical Pannel room | IS 15652 | 1 Year | 300 | mtr. |

- 3.2 Please refer to Annexure II for Project wise bifurcation for supplying Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs).
- 3.3 All costs towards transport and handling for all the materials procured for use in the Works, including all the equipment, labor, machinery, tools and tackles required for supplying the safety items shall be included in the Quoted Price and no extra claim on account of these charges will be entertained.

Section 4 – Form Of Financial Proposal

(On the letter head of the bidder)

From <Name & Address and Complete contact details of the bidder>

To,

Shri Sandeep Khosa – GM (Procurement)

NHIT Western Projects Private Limited (NWPPL), SPV under NHIT

Unit No.: 324, 3rd Floor, D21 – Corporate Park,

Sector-21, Dwarka, Delhi – 110077.

E mail: tender@nhit.co.in

- 4.1 Sub: Request for Proposal (“RFP”) issued by NHIT Southern Projects Private Limited (NSPPL) for engagement of reputed agency for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at projects under NSPPL.

| S. No. | Item Description | Make/ Brand/ Standard | Warranty Period | Qty. | Unit | Unit Rate (INR) | Total Amount (INR) |
|--------|--|-----------------------|-----------------|------|-------|-----------------|--------------------|
| 1 | Road Barrier (Interlocking Mechanism) Length: 2000 MM (2 Meter Barricade) Material - UV stabilized, virgin polyethylene Minimum weight – 12 KG | | | 590 | Nos. | | |
| 2 | Traffic Cones 750 mm height with heavy injection moulded base. Material - UV stabilized virgin polyethylene. Minimum weight – 4 KG | | | 2550 | Nos. | | |
| 3 | Caution Tape (Double tube, with NSPPL logo) 1.5 millimetres thick, 2.5 inches width. Roll length 500 meters | | | 75 | Nos. | | |
| 4 | Polypropylene -Rope Dia - 6 mm, (Unit - Mtr.) | | | 3500 | mtr. | | |
| 5 | Safety Shoe (Staff) Light Weight Black, Low Ankle, Double Density, Anti slip, Direct Injected PU Sole. | | | 550 | Pairs | | |
| 6 | Safety Shoe (Workmen) Light Weight Black, Low Ankle, Single Density, Anti slip, Direct Injected PU / PVC Sole. | | | 550 | Pairs | | |
| 7 | Gumboot (Workmen) Industrial and Protective Rubber Knee and Ankle Boots | | | 220 | Pairs | | |
| 8 | Safety Jacket (Staff Green) Fluorescent Jacket with Chain on 130 GSM Material - Poly Cotton, With NSPPL Logo | | | 750 | Nos. | | |
| 9 | Safety Jacket (Workmen Orange) Fluorescent Jacket with 2 side open Orange 100 GSM Material - Poly Cotton, With NSPPL Logo | | | 1100 | Nos. | | |
| 10 | Safety Helmet with Chin strap (Staff White) White Helmet with NSPPL Logo | | | 290 | Nos. | | |
| 11 | Safety Helmet with Chin strap (Staff Green) Green Helmet with NSPPL Logo | | | 36 | Nos. | | |
| 12 | Safety Helmet with Chin strap (Workmen Yellow) Yellow Helmet with NSPPL Logo | | | 330 | Nos. | | |

| | | | | | | | |
|----|---|--|--|-----|-------|--|--|
| 13 | Leather Hand Gloves | | | 110 | Pairs | | |
| 14 | Cotton Dotted Hand Glove | | | 550 | Pairs | | |
| 15 | Electrical Safety Hand Gloves | | | 45 | Pairs | | |
| 16 | One side adhesive - Reflective Tape Color – White, Red and Yellow (2-inch Width) Roll length 50 meters | | | 45 | Nos. | | |
| 17 | Safety Harness (Full Body Harness Safety Belt with 2 Meter Restraint Twisted Rope Double Lanyard) | | | 51 | Nos. | | |
| 18 | Rechargeable LED Road Traffic Safety Baton Light Rechargeable LED Road Traffic Safety Baton Light with 2 Flashing Modes (Red & Green) Minimum lens length – 10 inches Minimum Life Span- 8,000 hours | | | 75 | Nos. | | |
| 19 | Wall Mounted First Aid Box (Empty) Material - Steel Colour: Red & White, Size: 11 Inch * 3 Inch * 13 Inch (W x D x H) | | | 15 | Nos. | | |
| 20 | Wall Mounted Suggestion Box Material - Steel Size - 11 Inch * 3 Inch * 12.5 Inch (W x D x H) | | | 15 | Nos. | | |
| 21 | ABC Type Fire Extinguisher (2 Kg) Mild steel sheet (Thickness - 1.5 mm) | | | 75 | Nos. | | |
| 22 | ABC Type Fire Extinguisher (5 / 6 Kg) Mild steel sheet (Thickness - 1.5 mm) | | | 75 | Nos. | | |
| 23 | CO2 Type Fire Extinguisher – Stored Pressure (4.5 Kg) Wheeled Carriage | | | 75 | Nos. | | |
| 24 | Fire Stand (4 Bucket Hook) Material – Steel Colour - Bright red Size - Height 3.5 FT, 3FT wide Zinc chromate prima and two coats of enamel paint | | | 60 | Nos. | | |
| 25 | Fire Bucket (Sand Fillable – MS – Indian) 09 KG Colour - Bright red Zinc chromate prima and two coats of enamel paint | | | 240 | Nos. | | |
| 26 | Solar Blinker Solar Blinker mountable on the traffic cone / barricading boards Type- Without Hook/Hook | | | 300 | Nos. | | |
| 27 | Electrical Rubber Mat Supply of Electrical Insulation rubber mat as per IS 15652 (1 m X 10 m Long) 3mm Thickness, Class-C, for all Toll Plaza's Electrical Pannel room | | | 300 | mtr. | | |

- 4.2 Transportation/ Freight expenses for doorstep delivery of safety items at address mentioned in Annexure – I, will be borne by bidder/Agency/firm.
- 4.3 Please refer to Annexure II for Project wise bifurcation of items to be supplied.
- 5 NSPPL reserves the right to vary the scope of supply by up to $\pm 20\%$ of the total quantities defined in Section 3 – Scope of Works, at its sole discretion.
- 6 The proposed brand shall strictly comply with the specifications / Brands mentioned in Section 3 – Scope of Works, wherever specified. Additionally, the warranty period offered shall not be less than the minimum warranty period defined in the section 3.
- 7 The bidder is required to specify the make and model of proposed item only wherein the Brand not specified in section 3, scope of work.

Name & Signature with Contact Details of Bidder's Authorize Signatory

Date:

Notes for the bidder:

1. The minimum amount of fee to be quoted is Rs. 1/-.
2. The fee quoted should be limited round off equal to 1 Rs. and shall remain Firm during the term of the contract.
3. The fee quoted by the bidder should be inclusive of all charges except applicable GST, which shall be paid extra as applicable. Taxes should be indicated separately while raising the bills for payment of fees.
4. The fee will be payable in Indian Rupees after successful completion of the Issue. Withholding taxes, as applicable, will be deducted at the time of making payment.

Section 5 – Undertaking

(On the letter head of the bidder)
(To be provided by the bidder with their Bid)

From <Name & Address and Complete contact details of the bidder>

To

Shri Sandeep Khosa – GM (Procurement)

NHIT Western Projects Private Limited (NWPPL), SPV under NHIT

Unit No.: 324, 3rd Floor, D21 – Corporate Park,

Sector-21, Dwarka, Delhi – 110077.

E mail: tender@nhit.co.in

Sub: Request for Proposal (“RFP”) issued by NHIT Southern Projects Private Limited (NSPPL) for engagement of reputed agency for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at projects under NSPPL.

We undertake that: -

- 5.1 The proposal submitted hereunder shall remain valid for a period of at least 120 days from the last date for submission of proposal.
- 5.2 No other fees/ cost/ expenses/taxes/levies shall be payable by NSPPL or any of its associated entity for the Services rendered by Agency/firm except as mentioned in Financial Proposal as mentioned in the RFP.
- 5.3 The Bidder has not been banned/ blacklisted/ de-listed/ disqualified/ debarred by any organization/ government agency/ quasi-government agency/ PSU to participate in their tenders for Empanelment. We further certify that there is no investigation pending against us or the CMD/CEO/Directors of our Company and no action has been initiated against us/ our Directors by CVC/ RBI or any other government/ statutory agency regarding any financial irregularities.
- 5.4 The Bidder does not have any conflict of interest, which is prejudicial to the scope of work. Further, the bidder will ensure that no such business or professional activities will be carried out by it, which may affect the interest of NSPPL.
- 5.5 The Bidder has adequate infrastructure, personnel, resources to carry out the required Services and are eligible for acting as Agency/firm. The Bidder has understood the scope of work properly and shall comply with the terms of Empanelment.
- 5.6 No bankruptcy/ liquidation proceedings have been initiated against the Bidder by any entity/ government agency/ quasi-government agency/ PSU and there is no material case/ proceeding against the Bidder/ its Directors that is likely to have significant impact on its business as selected Bidder/ empanelled Agency/firm or on its deliverables pursuant to this Bid/RFP.
- 5.7 All the information submitted as part of the Bid is true and correct.

We accept all the terms & conditions as mentioned in the RFP. In the event of any contradiction in the terms and conditions as mentioned in the RFP and our proposal/ offer to NSPPL, the NSPPL’s decision shall prevail.

Name & Signature and Contact Details of Bidder’s Authorized Signatory

Date:

Annexure I – NSPPL Project Details

| Project | Toll Plaza | SPOC | Delivery Address |
|---|------------------------------|--------------------------------------|--|
| Gundugolanu- Devarapalli-Kovvuru (Non-O&M) | Veeravalli Toll Plaza | Samrula Ramesh (9292901828) | |
| Narsannpeta- Ranasthalam- Anandapuram- Anakapalli (Non-O&M) | Madapam Toll Plaza | Ravella Satish (9949334647) | Madapam Village, Madapam Toll Plaza, Narasannapeta Mandal, Srikakulam Dist, Andhara Pradesh 532421 |
| | Nathavalasa Toll Plaza | | Nathavalasa Toll Plaza, NH 16, Nathavalasa Villagae, Denkada, Andhara Pradesh - 535216 |
| | Marripalem Toll Plaza | Boddiraju (7331167904) | |
| | Dakkavanipalem Toll Plaza | | |
| Chittor-Mallavaram & AP/TN Border to Nalagampalli AP/Karnataka (Non- O&M) | Gadanki Toll Plaza | Senthil Kumar (9843398440) | Gadanki Guest House Address H.No -11-52 PakalaVaripalli, PakalaVaripalli, Chittoor, Andhra Pradesh, Pin code: 517112. Near - Indane Gas Godown |
| | Mahasamudram Toll Plaza | Krishna Chaitanya (7382144311) | Guest House Address- KG Satram 1-12 Locality Cheekurupalli , Cheekurupalli, Chittoor, Andhra Pradesh, Pin code: 517416 |
| Gandhidham (Kandla) - Mundra Port (Non- O&M) | Mokha Toll Plaza | Rajesh Patel Babu | |
| Raipur-Simga- Saragaon-Bilaspur (O&M) | Tarpongi Toll Plaza | Yogesh Tripathi (9621914554) | Tarpongi Toll Plaza NH-30 District: Raipur Pin Code 493221 |
| | Bhojpuri Toll Plaza | Naresh Kumar (8607546666) | Bhojpuri toll plaza NH-130 Bilaspur to Raipur National Highway post office Bilha Thana Hirri District Bilaspur Chhattisgarh pin code 495224 |
| | Mudipaar Toll Plaza | Pallav Kumar Jha (9873804486) | Mudhipar toll Plaza NH- 49, Thana- Bilha Post-Hirri, Bilaspur section Pin code- 495222 (Chhattisgarh) |
| Muzaffarnagar - Haridwar (O&M) | Bhadrabad Toll Plaza | Azad Sharma (8901237860) | |
| | Chhapar Toll Plaza | Jaldeep Kajal (9896210426) | Chhapar Toll Plaza, Near Chhapar Village, NH-334 (Old NH-58), Muzaffarnagar Haridwar Road, Uttar Pradesh PIN code: - 251307 |
| Bareilly - Sitapur (O&M) | Faridpur Toll Plaza | Kasam Khan (8249581589) | Faridpur toll plaza, NH-30, Bareilly Uttar Pradesh, Pin code -243503 |
| | Maigalganj Toll Plaza | Brijesh (8273925868) | Maigalganj toll plaza Dist. Lakhimpur Kheri 261505 |

Annexure A 1 - General Conditions of Contract for Material Supply

National Highways Infra Trust

**Reg. Office : NHAI Building, Plot G-5 & 6,
Sector – 10, Dwarka, New Delhi – 110075**

**Operating Office Address : Unit No: 324,3rd Floor
D-21, Corporate Park, Sector-21, Dwarka
New Delhi - 110077**

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

Contents

| | |
|--|----|
| 0. Purpose of the GCC for Supply of Material | 3 |
| 1. Definitions | 3 |
| 2. Acceptance of the Contract..... | 8 |
| 3. Scope of Supply of Material | 8 |
| 4. Contract Price | 9 |
| 5. Payment Terms for Supply of Material | 10 |
| 6. Securities | 12 |
| 7. Taxes and Levies | 13 |
| 8. Tolerance..... | 14 |
| 9. Packing, Forwarding and Transportation..... | 14 |
| 10. Insurance | 16 |
| 11. Unloading | 19 |
| 12. Time is of the Essence of Contract..... | 19 |
| 13. Liquidated Damages for Delayed Supplies | 20 |
| 14. Limitation of Liability | 21 |
| 15. Provision of Drawings and Shop Drawings..... | 22 |
| 16. Submission of Production Schedule and Progress Reporting..... | 23 |
| 17. Documentation Requirements for Payment Processing | 25 |
| 18. Material Inspection & Acceptance | 27 |
| 19. Defect Liability - for Supplied Material(s) (Manufactured and Off-the-Shelf) | 28 |
| 20. Guarantee/s / Warranties | 30 |
| 21. Intellectual Property Rights | 32 |
| 22. Indemnity | 33 |
| 23. Risk Purchase..... | 33 |
| 24. Title & Risk of Loss..... | 33 |
| 25. Assignment | 34 |
| 26. Supplier's Liability towards the Client's Facilities | 34 |
| 27. Force Majeure..... | 35 |
| 28. Suspension & Reinstatement of Supply by Client | 37 |
| 29. Termination | 38 |
| 30. Precedence of documents..... | 40 |
| 31. Amendment of Supply Order | 41 |
| 32. Marking of Products..... | 41 |

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

| | | |
|------------|---|-----------|
| 33. | Painting of Products as per technical specifications | 41 |
| 34. | Settlement of Disputes..... | 41 |
| 35. | Bank Guarantee Formats | 43 |
| 36. | Notices & Contact details | 44 |
| 37. | Other Conditions - Miscellaneous Provisions..... | 44 |

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

1. Purpose of the GCC for Supply of Material

The purpose of this General Conditions of Contract (GCC) for Supply of Material is to establish a clear, transparent, and legally sound framework for the procurement, delivery, and acceptance of Material(s) required for complete road work projects, including civil, electrical, and related Material(s). This GCC outlines the rights, responsibilities, and expectations of both the supplier and the client, ensuring seamless operations, adherence to timelines, and compliance with technical and contractual specifications.

The document is designed to facilitate:

Comprehensive Scope Definition: A clear outline of the scope of supply, delivery timelines, packing, transportation, and unloading to ensure accountability at every stage.

Financial Transparency: Well-defined contract pricing, payment terms, and security provisions, ensuring financial clarity and minimizing risks.

Quality Assurance & Compliance: Adherence to technical specifications, material inspection, and acceptance criteria, guaranteeing compliance with global and statutory standards.

Risk Management: Provisions for insurance, liability, and risk allocation, ensuring that potential risks are appropriately mitigated and managed.

Contractual Obligations: Detailed terms regarding intellectual property rights, force majeure, assignment, and dispute resolution, safeguarding the interests of all parties.

This GCC aims to ensure that the material supply process is efficient, reliable, and compliant with national and international standards, supporting the timely and cost-effective delivery of road projects while maintaining the highest levels of quality, safety, and environmental compliance.

2. Definitions

- 2.1. This Clause contains the definitions and meanings of all capitalized terms and items used throughout this Contract and any related documents, providing clarity and specific interpretation unless otherwise stated within the context.


| Term | Definition |
|---|--|
| Acceptance Tests / Performance Guarantee Tests | Shall mean the tests conducted at the designated Site(s) to verify and demonstrate that the Works or Facilities meet the guaranteed capacity, efficiency, and operating requirements as outlined in the Specifications. These tests ensure the performance criteria specified in the Contract are met before final acceptance. |
| Approved / Approval | Shall mean approval provided in writing by the Client. Any reference to "Approved" or "Approval" shall mean prior written consent from the Client, as required under the Contract. |

National Highways Infra Trust

| | | |
|--|---|---|
|  National Highways Infra Trust | General Conditions of Contract for Material Supply | Doc No.: NSPPL/FY 2025-26/ RFP/ Projects/PPEs and CPEs |
|--|---|---|

| Term | Definition |
|---------------------------------|--|
| Bidder / Tenderer | Shall mean an established organization, manufacturer, or entity with proven financial and technical capability that participates in the bid or tender process for the Works or Facilities as invited by the Client. The Bidder/Tenderer shall take on single-point responsibility, either independently or with associates, to fulfil the contractual obligations if awarded the Contract. |
| Bill of Material (BoM) | Shall mean a detailed list of Material(s), components, and specifications required for a project, outlining quantities, dimensions, unit of measurement, standards, and compliance needs for accurate planning, procurement, and quality assurance. |
| Bill of Quantities (BoQ) | Shall mean an itemized document detailing the scope and quantities of work required for a project, including descriptions, units of measurement, and rates, to facilitate accurate costing, budgeting, and contract administration. |
| Client / Employer | Shall refer to NHIT and its subsidiaries, incorporated under the Companies Act, along with their legal successors, assignees, and authorized officers, who are entitled to the rights and remedies as outlined in the Contract. |
| Client's Representative | Shall mean the designated individual representing the Client during the Contract, authorized to issue instructions, approvals, and communications on behalf of the Client. |
| Codes and Standards | Shall mean the most recent versions of relevant International and Indian Codes and Standards applicable to the Works or Facilities, which serve as benchmarks for design, construction, and performance. |
| Commissioning | Shall mean the process by which the Works or Facilities are tested and operated at full load without interruption or issues for a continuous period of 72 hours. Successful commissioning shall demonstrate readiness for continuous use under normal operating conditions. |
| Consignee | Shall mean the authorized representative or designated officer of the Client responsible for receiving the plant, equipment, and Material(s) at the specified delivery address as indicated in the Contract Documents. |
| Consultant | Shall mean an agency or firm engaged by the Client to provide consultancy services as per the terms of the Contract. The Consultant's role shall be to advise and support the Client on specific technical or managerial aspects of the project. |

National Highways Infra Trust

| | | |
|--|---|---|
|  National Highways Infra Trust | General Conditions of Contract for Material Supply | Doc No.: NSPPL/FY 2025-26/ RFP/ Projects/PPEs and CPEs |
|--|---|---|

| Term | Definition |
|------------------------------------|---|
| Contract | Shall mean the complete set of documents, including the Agreement or Purchase Order issued by the Client and duly accepted by the Contractor. It shall encompass all referenced documents, schedules, annexures, and any additional terms agreed upon for executing the Works or Facilities as defined in the Agreement or Purchase Order. |
| Contract Document(s) | Shall mean the collective documents forming the Contract, including the Agreement/Purchase Order, General Conditions of Contract (GCC), Technical Specifications, Drawings, and any related schedules, annexures, and amendments. In case of contradictions, the terms of the latest dated document shall prevail. |
| Contract Price | Shall mean the total amount specified in the Agreement/Purchase Order to be paid to the Contractor, covering all contractual obligations. This amount shall be subject to adjustments as provided in the Contract Documents. |
| Contractor/Supplier | <p>Shall mean the successful Bidder awarded the Contract, legally incorporated as a company or firm, or registered as a partnership or proprietorship, responsible for fulfilling the terms of the Contract. The Contractor shall include its legal successors, permitted assignees, and authorized representatives.</p> <p>"Wherever the terms 'Contractor' or 'Supplier' are used within this Contract, they shall be deemed interchangeable and shall have the same meaning and obligations ascribed under this Contract."</p> |
| Contractor's Representative | Shall mean the designated individual representing the Contractor throughout the Contract, authorized to act on behalf of the Contractor and respond to Client communications. |
| Day(s) | Shall mean calendar days, each comprising twenty-four (24) hours, as per the Gregorian calendar. |
| Defect Liability Period | Shall mean the time period specified in GCC Clause 18.0, during which the Contractor shall be obligated to repair or replace any Defects in Material(s), workmanship, or services, at their own cost. This period ensures the Works/Facilities meet the standards and specifications outlined in the Contract. |
| Defect(s) | Shall mean a deficiency in any part of the Work, equipment, or Material(s) that does not meet the Specifications or Contract requirements. Defects shall include excessive corrosion, poor workmanship, or design flaws that impair performance, quality, or reliability. |

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

| Term | Definition |
|-------------------------------------|--|
| Delivery/Completion | Shall mean the successful delivery and installation of the Works/Facilities, including all associated items (spares, accessories, tools) at the Client's Site, in line with Contract Specifications. |
| Drawings | Shall mean all design and technical drawings associated with the Contract, which may include: 1. Initial drawings provided by the Client or Consultant; 2. Supplementary drawings for clarification; 3. Progress drawings issued during construction; 4. Approved engineering data provided by the Contractor. |
| Effective Date | Shall mean the date specified in the Contract on which the terms become legally binding. This is the date from which contractual obligations commence. |
| Enquiry/Tender | Shall mean the Request for Quotation (RFQ) or similar invitation issued by the Client, containing the General Conditions of Contract, schedules, drawings, and annexures. The document hierarchy shall follow the latest dated terms until the Contract is formalized through an Agreement or Purchase Order. |
| Final Acceptance | Shall mean the written confirmation from the Client acknowledging that the Works/Facilities meet all contractual requirements, following successful completion of Acceptance Tests. This marks the transfer of full operational responsibility. |
| Final Acceptance Certificate | Shall mean the formal certificate issued by the Client to the Contractor upon Final Acceptance of the Works/Facilities, indicating contractual fulfilment of performance criteria. |
| GCC | Shall mean the abbreviation for General Conditions of Contract, which outline the general obligations, rights, and responsibilities of both Client and Contractor under the Contract. |
| Guarantees / Warranties | Shall mean the written commitment provided by the Supplier or Manufacturer, guaranteeing that the supplied Material(s) will meet the specified standards, be free from defects in material, design, and workmanship, and perform as intended for a specified period, as stated in the Contract. This guarantee/warranty ensures that, if any defects are identified within the warranty period, the Supplier shall, at their own cost, replace, repair, or rectify such defects to meet the contractual specifications and performance criteria. |
| Inspector | Shall mean an individual or firm appointed by the Client to inspect and verify the quality and compliance of the Works/Facilities with Contract standards. |

National Highways Infra Trust

| | | |
|--|---|---|
|  National Highways Infra Trust | General Conditions of Contract for Material Supply | Doc No.: NSPPL/FY 2025-26/ RFP/ Projects/PPEs and CPEs |
|--|---|---|

| Term | Definition |
|-------------------------------------|---|
| Intellectual Property Rights | Shall mean all legal rights (patents, trademarks, copyrights, trade secrets, etc.) associated with the Works/Facilities, vested in or granted to the Client under the Contract, as outlined in GCC Sub-Clause 20.0. |
| Mandatory Spares | Shall mean essential spare parts specified in the Contract that must be supplied by the Contractor and included in the Contract Price. |
| Month(s) | Shall mean calendar months as per the Gregorian calendar. |
| Party or Parties | Shall mean either or both the Client and the Contractor, as applicable, within the context of the Contract. |
| Persons | Shall mean individuals, companies, firms, corporations, trusts, government entities, joint ventures, and other organizational bodies, whether legally incorporated or not |
| Plant and Equipment | Shall mean all permanent machinery, equipment, and apparatus that are part of the Works/Facilities as supplied by the Contractor, excluding temporary construction equipment. |
| Pre-commissioning | Shall mean the preparatory activities, including testing and checking, performed to ensure readiness for Commissioning as specified in the Specifications. |
| Project Site | Shall mean the land or premises legally accessible by the Client for construction or installation of the Works/Facilities, as designated in the Contract. |
| Retention Money | Shall mean the amount withheld by the Client from the Supplier's payments as security for the proper performance of the contract. It will be released upon satisfactory completion of the supply and rectification of any defects, as per the contract terms, and subject to the agreed retention percentage and maximum limit. |
| Specifications | Shall mean all technical requirements, standards, provisions, and guidelines in the Contract, detailing the quality, quantity, and method of performance for the Works/Facilities. |
| Sub-Contractor/Sub-Vendor | Shall mean a person, firm, or entity, other than the Client, engaged by the Contractor to supply goods or services related to the Contract. |
| Time for Completion | Shall mean the stipulated time within which the Contractor must complete the Works/Facilities, as defined in the Contract. Separate timeframes may apply to distinct parts of the Works. |

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

| Term | Definition |
|---|---|
| TPIA (Third Party Inspection Agency) | Shall mean an independent inspection agency authorized by the Client to conduct inspections of Goods and ensure compliance with quality standards. |
| Works/Facilities | Shall mean the Goods, equipment, or services to be supplied by the Contractor, as specified in the Contract Schedule, meeting the quality and performance standards outlined. |
| Writing | Any formal communication in written form, including typed, printed, emailed, or faxed statements, signed or authenticated as required. |

3. Acceptance of the Contract

- 3.1. The Contract constitutes the Client's offer to the Contractor and shall become a binding Contract upon the terms and conditions stated in the Contract upon acceptance by the Contractor by any expression of acceptance, or commencement of performance, whichever occurs first.

4. Scope of Supply of Material

- 4.1. **Scope of Supply of Material:** The Supplier shall undertake the supply of Material(s) as specified in the Bill of Material(s) (BoM) in strict accordance with the technical specifications, terms, and conditions outlined in the Contract. The Material(s) shall conform to relevant Indian Standards (IS) codes, and, where applicable, recognized international standards and codes. It is the Supplier's responsibility to ensure that all Material(s) are delivered in a condition that meets the technical requirements and functional specifications of the Contract.
- 4.2. **Compliance with Specifications and Standards:** All supplied Material(s) shall meet or exceed the quality, dimensional, and performance standards set forth in the technical specifications and any applicable IS codes or international standards. In cases where standards are referenced in the Contract, the latest edition or revision of such standards shall apply. The Supplier shall ensure that all Material(s) given in the Bill of Material(s), including but not limited to road construction Material(s), road furniture, building Material(s) for toll plazas, and electrical items, conform fully to these standards before delivery.
- 4.3. **Provision of Spare Parts and Accessories:** The Supplier shall furnish all mandatory and recommended spare parts as specified in the BoM. This includes any spare parts required for the operation, maintenance, or repair of supplied Material(s), as per the technical specifications. All spare parts shall meet the same quality and technical standards as the primary Material(s) and be delivered with the main supply unless otherwise specified in the Contract.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

- 4.4. Manufacturer's Test Certificates:** The Supplier shall provide, at the time of delivery, valid manufacturer's test certificates for all supplied Material(s). These certificates shall confirm that the Material(s) meet the specified quality standards and shall be issued by the original manufacturer. The test certificates shall be comprehensive and cover all relevant parameters required by the technical specifications and applicable standards.
- 4.5. Site-Level Testing and Replacement of Non-Compliant Material(s):** Upon delivery, all supplied Material(s) shall be subject to site-level testing as outlined in the technical specifications. If any material fails to meet the required specifications or site-level testing criteria, the Supplier shall, at its own cost and responsibility, remove the non-compliant material from the Site and replace it with material that meets the specified standards. No additional charges shall be applicable to the Client for replacement Material(s) or their transportation.
- 4.6. Ownership of Material Until Acceptance:** Ownership and risk of the Material(s) shall remain with the Supplier until the Material(s) are delivered, tested, and accepted by the Client as meeting the contractual standards. The Supplier shall bear all risks of damage, loss, or defect in the Material(s) until such acceptance is formally provided by the Client.
- 4.7. Liability for Non-Conforming Material(s):** The Supplier shall bear all costs associated with the removal, replacement, or re-supply of any material that fails to comply with the contractual specifications or fails site-level testing. This includes transportation, handling, and any other incidental expenses incurred in rectifying non-conforming Material(s).
- 4.8. Technical Documentation and Compliance Certificates:** The Supplier shall provide all technical documentation, compliance certificates, and any other certifications required by the Client to verify compliance with the Contract. This documentation shall include, but is not limited to, material data sheets, inspection reports, and any other documentation necessary to establish that the supplied Material(s) meet the Contract's specifications and quality requirements.
- 4.9. Continuous Adherence to Standards:** The Supplier shall ensure that any modifications, updates, or substitutions in Material(s) or components due to changes in standards or manufacturing processes are promptly communicated to the Client and comply with the Contract's quality and technical requirements.

5. Contract Price

- 5.1.** The Contract Price, as specified in the Contract, shall be deemed to cover all costs associated with the supply and delivery of Material(s) to the site, including procurement, handling, packaging, and loading, unless otherwise specified. This includes the cost of all required Material(s) as per the Contract specifications and related charges, such as labor and any required packaging or protection for transport.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

- 5.2. Transportation of Material(s) to the site may be included in the rates provided in the Bill of Material(s) (BoM) or Bill of Quantities (BoQ). If transportation charges are not included, they shall be paid separately as agreed in the Contract. The Contractor is responsible for delivering the Material(s) to the specified site in accordance with the agreed delivery schedule.
- 5.3. The Contract Price is inclusive of all applicable taxes, duties, levies, and any other charges required for the supply and delivery of the Material(s), unless otherwise specified in the Contract. The Goods and Services Tax (GST) or any other statutory taxes shall be payable separately in addition to the Contract Price at the prevailing rates.
- 5.4. The Contractor is required to ensure that all Material(s) supplied meet the required specifications, standards, and quantities as per the Contract. The Contract Price covers all costs related to the proper handling, packaging, storage, and delivery of the Material(s) to the site.
- 5.5. Any charges or costs not specifically included in the Contract Price, such as import duties, customs clearance, or unforeseen logistical costs, shall be borne by the Contractor unless otherwise agreed in writing by both parties.
- 5.6. The Contractor must provide all necessary documentation, such as material certifications, delivery notes, and any other required records, to verify the conformity of the Material(s) delivered to the Contract specifications.
- 5.7. If any changes to the scope of work affect the supply or delivery of Material(s), the Contract Price shall be adjusted as per the procedures outlined in the Contract, subject to mutual agreement.

6. Payment Terms for Supply of Material

6.1. Advance Payment:

- 6.1.1. An advance payment (if required) of [Refer CDS] % of the total Contract Value will be made against the submission of a Bank Guarantee (BG) for the same amount in Favor of the Client.
- 6.1.2. The Bank Guarantee shall be valid for the duration of the contract and until the completion of the supply of Material(s). The advance payment shall be adjusted from subsequent stage payments.
- 6.1.3. Advance payment shall be processed **within [3] days** from the date of receipt of confirmation of the SFMS message from beneficiary Bank.

6.2. Stage Payments process for Lump sum supplies: Payments will be made on the following milestones: (if required)

- 6.2.1. **[10] %** after submission of the approved Shop Drawings and technical documentation (if applicable).
- 6.2.2. **[60] %** upon successful delivery of Material(s) at site, as per the delivery schedule.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

- 6.2.3. **[30]** % upon successful inspection and approval of Material(s) supplied by the Client's representative.
- 6.2.4. The Client will make payments within **[45] days** from the submission of invoices and relevant documents, subject to the acceptance of the Material(s) delivered and compliance with contractual terms.
- 6.2.4.1. Stage payments will not exceed **[90]** % of the total contract value at any stage, unless otherwise approved by the Client.
- 6.3. Payment Process for Item rate / BoQ based Contracts:** (if required)
- 6.3.1. The Client will verify the quantities based on the actual delivery and will make payments to the Supplier according to the agreed unit rates in the BoQ.
- 6.3.2. Payments shall be made for the **actual quantities of Material(s) delivered**, subject to the approval and verification by the Client. The total amount payable will be calculated by multiplying the unit rate from the BoQ with the quantity of material delivered, as per the invoice.
- 6.3.3. Payment shall be made **[45] days** from the receipt of the approved invoice and all required documentation.
- 6.4. Retention:** (if applicable)
- 6.4.1. A retention amount of **[5]%** of each payment shall be withheld from each stage payment to ensure the satisfactory performance and delivery of Material(s), as well as compliance with the warranty and guarantee provisions.
- 6.4.2. The retention money will be released after the completion of the **Defects Liability Period (DLP)**, upon submission of a **Defects Liability Certificate** and resolution of any defects, as per the warranty provisions.
- 6.4.3. The retention money shall be released in full only after the final inspection and acceptance of the Material(s).
- 6.5. Payment Documentation:** Refer Clause 17.0 – “Documentation Requirement for Payment Procedure.”
- 6.6. Late Payment:** No interest shall be paid in case of any delayed payments beyond stipulated time.
- 6.7. No Payment for Unaccepted or Non-Compliant Material(s):** Payment will only be made for the Material(s) that are delivered in accordance with the specifications as per the contract and have been accepted by the Client after inspection. Any Material(s) found to be non-compliant with the specifications or rejected during inspection will not be eligible for payment until corrected and re-delivered.
- 6.8. Price Variation/Escalation**
- The prices quoted by the Contractor/Supplier in this agreement are firm and fixed for the entire duration of the contract and shall not be subject to any price variation or escalation on account of changes in material costs, labor costs, fuel prices, taxes, duties, or any other factor. No claims for escalation or price adjustment shall be entertained under any circumstances during the execution of the contract. The Contractor/Supplier is deemed to have considered all such factors while submitting their bid and entering into this agreement.
- 6.9. Final Payment:**
- 6.9.1. Final payment, including any retention, shall be made after the complete supply and inspection of Material(s), as well as the submission of all required documentation,

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

including any necessary test reports, guarantees, and warranties. The final payment will also include any applicable deductions for penalties, if applicable.

6.9.2. The final payment will be made after the **Defects Liability Period (DLP)**, upon acceptance of the Material(s) by the Client, and after rectification of any defects noted during the inspection period.

7. Securities (if applicable)

7.1. Performance Security

The Contractor/Supplier shall, upon request by the Client, provide a Performance Security in the form of a Bank Guarantee or Insurance Bond for an amount of [5] % of the Contract Price. The Performance Security shall be provided within [15] days from the date of execution of the Contract and shall remain valid until the completion of the Contract and the issuance of a final acceptance certificate or as otherwise stipulated in the Contract.

7.2. Advance Payment Security

In the event that any advance payment is made to the Contractor/Supplier under the Contract, the Supplier shall provide an Advance Payment Security in the form of a Bank Guarantee for an amount equal to the advance payment received. This security shall remain valid until the advance has been fully recovered through subsequent payments or as otherwise agreed by the parties.

7.3. Retention Money

The Client may withhold retention money from the Supplier's payments, up to a maximum of [percentage]% of each payment, as security for the satisfactory completion of the supply. The retention money will be released upon the completion of the Contract and successful performance of all obligations under the Contract, or as specified in the Contract's terms and conditions.

7.4. Bid Bond (Tender Security)

At the time of submission of the bid, the Bidder shall provide a Bid Bond in the form of a Bank Guarantee or Demand Draft, for an amount of [amount or percentage] of the bid price, to guarantee that the bidder will accept the contract if awarded. The Bid Bond shall remain valid for [number] days after the opening of the bids.

7.5. Warranty/Guarantee Security

The Contractor/Supplier shall provide a Warranty or Guarantee for the Material(s) supplied, against defects in Material(s) and workmanship, for a period of [specify period]. A Bank Guarantee or other acceptable security for [percentage]% of the value of the supplied Material(s) may be required to secure the warranty period.

7.6. Additional Securities

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

The Client may, at its discretion, request additional securities, including but not limited to, bonds, insurances, or other forms of guarantees, to safeguard its interests, as deemed necessary under the specific circumstances of the Contract.

7.7. Release of Securities

The securities provided under this clause shall be released in full or part upon satisfactory completion of the contractual obligations or upon mutual agreement between the parties. The release process shall be governed by the terms and conditions specified in the Contract.

8. Taxes and Levies

8.1. Responsibility for Taxes

The Supplier shall bear all applicable taxes, duties, levies, and charges, including but not limited to Goods and Services Tax (GST), customs duty, excise duty, VAT, import/export duties, environmental or e-waste fees, cess, surcharge, and any other statutory levies in force at the time of contract award. The rates quoted by the Supplier are inclusive of all such taxes, with no additional cost to the Client unless explicitly provided otherwise.

8.2. Adjustment Due to Tax Structure Changes

In the event of any change in tax structure or government-imposed levies after the contract award but before the delivery of goods, any increase or decrease in applicable taxes shall be adjusted on a pro-rata basis in the contract price, subject to the Supplier providing documentary evidence. This adjustment will apply only to changes impacting the agreed delivery schedule.

8.3. Delayed Deliveries and Tax Increase

If delivery is delayed by the Supplier beyond the stipulated delivery date, any increase in taxes, duties, or levies imposed by the government after the agreed delivery schedule shall be borne solely by the Supplier. No adjustment to the contract price will be made for tax increases occurring beyond the originally stipulated delivery timeline.

8.4. Tax Deduction at Source (TDS) and Surcharge

The Client shall deduct applicable TDS, surcharge, cess, or other statutory deductions as per governing regulations at the time of payment. The Supplier shall receive relevant certificates or documents upon request to ensure compliance with applicable tax laws.

8.5. GST Compliance and Reimbursement

The Supplier shall submit documentary evidence of GST payment, including a valid GST invoice and proof of GST filing, to the Client for reimbursement (if GST is payable separately as per the contract terms). Failure to provide sufficient documentary evidence may result in non-reimbursement of GST by the Client.

8.6. Tax Credits, Exemptions, and Compliance Obligations

The Supplier is responsible for maximizing any eligible tax credits, exemptions, or rebates available under applicable tax laws and for providing documentation to support the Client's

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

claims to these credits, where applicable. The Supplier shall assist in obtaining any tax benefits available to the Client and is responsible for all necessary tax compliance and documentation.

8.7. Obligations for Documentation and Compliance

The Supplier is responsible for all tax compliance and must furnish relevant documents for any tax credits or exemptions, if available, and assist the Client in claiming any such credits or benefits.

9. Tolerance

9.1. Definition and Applicability of Tolerance

"Tolerance" refers to the allowable variation in material dimensions, weight, quality, or other specified characteristics as defined in the technical specifications, Bill of Material (BoM), or Bill of Quantities (BoQ) for this contract. These tolerances establish acceptable limits for deviations from the specified standards and ensure that the supplied Material(s) meet required functionality and safety standards.

9.2. Compliance with Technical Specifications, BoM, and BoQ

Tolerance limits for all Material(s) must strictly adhere to the technical specifications and standards detailed in the contract's BoM or BoQ. Any deviations from these tolerances that exceed the defined limits may be deemed non-compliant, subjecting the Supplier to penalties, replacement requirements, or rejection of Material(s) as outlined in this contract.

9.3. Inspection and Verification

Upon delivery, the Client reserves the right to inspect and verify Material(s) against the tolerance limits specified. If Material(s) do not meet the agreed tolerance levels, the Client may either reject the items, request replacement at the Supplier's expense, or apply penalties as per the contract's conditions.

9.4. Adjustments and Dispute Resolution

In case of any disputes regarding tolerance compliance, both parties agree to refer to the technical specifications, BoM, and BoQ as definitive references. Any modifications to tolerance levels must be documented in writing and mutually agreed upon. Disputes arising from tolerance interpretations will be resolved per the dispute resolution clause of this contract, with technical specifications serving as the primary basis for interpretation.

9.5. Documentation and Record Keeping

The Supplier shall maintain documentation of quality tests or certifications to verify adherence to specified tolerances and make these records available to the Client upon request.

10. Packing, Forwarding and Transportation

10.1. General Packaging and Transportation Requirements

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

The Supplier shall ensure that all Material(s) are securely packed in compliance with international standards and applicable regulations to prevent damage, rusting, pilferage, or exposure to environmental factors during transit. Packaging must be suitable for the type of material and the mode of transportation (road, rail, sea, air), ensuring protection from moisture, dust, sunlight, and any other harmful conditions.

10.2. Wood Packaging and Environmental Compliance

Any packaging made from wood (including pallets, crates, or boxes) must conform to international phytosanitary standards, such as the International Plant Protection Convention (IPPC) ISPM 15 guidelines, to prevent the spread of pests and diseases. The wood must be treated and marked as per these standards to comply with regulations set by environmental authorities, including the Ministry of Environment, Forests & Climate Change (MoEFCC) and National Green Tribunal (NGT) guidelines. The Supplier is responsible for ensuring that packaging Material(s) are environmentally sustainable and comply with any other local or international environmental regulations.

10.3. Transportation by Different Modes

- **Road Transport:** The Supplier shall ensure that vehicles used for transportation are in good condition and equipped with appropriate securing mechanisms (e.g., straps, locks, or barriers) to prevent movement or damage during transit.
- **Rail Transport:** Material(s) must be loaded securely and properly marked. The Supplier shall comply with the railway guidelines for the protection of goods.
- **Sea Transport:** For ocean freight, Material(s) must be packed in containers that comply with international maritime safety standards and are equipped with protective measures against moisture or environmental factors.
- **Air Transport:** For airfreight, Material(s) must be packed and handled in accordance with airline regulations, including proper weight distribution, labelling, and safety precautions.

10.4. Imported Material(s) and Handling

For imported Material(s), the Supplier must comply with all applicable customs and importation regulations. Material(s) must be clearly marked and identified for customs clearance, and the Supplier is responsible for customs duties, taxes, and the required documentation. Imported Material(s) should be safeguarded from damage and deterioration during transport.

10.5. Preventing Damage, Loss, and Rusting

All Material(s) must be packaged in durable, moisture-resistant, and tamper-evident containers to prevent rust, damage, or exposure to the elements. Packaging should provide adequate protection against physical damage during handling and transit. The Supplier must also ensure that high-value or sensitive Material(s) are tracked during transportation through means such as GPS or real-time shipment tracking systems.

The goods must be insured with transit insurance until they are delivered to the site and inspected. The Supplier is responsible for obtaining and maintaining adequate insurance coverage for any loss, damage, or theft during transit.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

10.6. Handling Hazardous and Inflammable Material(s)

Special precautions must be taken when transporting hazardous, inflammable, or dangerous Material(s) such as diesel, bitumen, chemicals, or other flammable substances. These Material(s) must be packaged and transported in compliance with applicable safety regulations, including:

- Proper labelling as per hazardous material transportation laws (e.g., UN numbers, hazard symbols).
- Use of leak-proof, fire-resistant, and properly ventilated containers.
- Compliance with Material Safety Data Sheets (MSDS) for handling, storing, and transporting such Material(s).
- Adequate training for personnel handling these Material(s), including the use of proper protective gear.

10.7. Marking and Safety Signs

All containers and packages shall be marked with appropriate warning signs or symbols as required by the transportation regulations (e.g., hazardous material symbols, "Fragile" signs). Additionally, packages must be clearly labeled with the center of gravity signs or weight distribution markings where necessary to ensure safe handling during transit.

10.8. Security and Safeguarding

The Supplier must take all necessary precautions to protect Material(s) from pilferage or theft during transportation. This includes the use of tamper-proof seals, ensuring vehicles are locked and secured, and, where applicable, employing GPS tracking for high-value shipments.

10.9. Inspection and Delivery

Upon delivery to the site, the Client will inspect Material(s) for damage, loss, or non-compliance with the contract specifications. If Material(s) do not meet the agreed standards or are damaged during transportation, the Supplier shall bear the responsibility for replacing or rectifying the goods at no additional cost to the Client.

10.10. Documentation and Compliance

The Supplier shall provide all necessary documentation, including but not limited to invoices, packing lists, customs declarations, insurance certificates, transport permits, Waybills and proof of compliance with applicable packaging and transport regulations. All relevant permits, certifications, and compliance records must be available upon request. The Supplier shall bear responsibility for any penalties or delays arising from non-compliance with the applicable regulations.

11. Insurance

11.1. Transit Insurance

11.1.1. Scope of Transit Insurance

The Supplier shall provide and maintain comprehensive Transit Insurance for all Material(s) being delivered under this contract. The insurance shall cover the full value of the goods,

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

including their cost, taxes, and any other associated expenses, during the entire transit period until delivery and final acceptance by the Client. The insurance coverage shall apply from the point of origin, including all transportation modes (road, rail, sea, air), and continue until the Material(s) are duly delivered to the site, inspected, and formally accepted by the Client.

11.1.2. Coverage and Risks Included

The insurance shall cover all risks, including but not limited to:

- Loss or damage due to accidents, fire, theft, pilferage, or natural disasters (e.g., storms, floods, earthquakes).
- Damage or loss resulting from mishandling during transit, unloading, or reloading at any point along the supply chain.
- Damage due to environmental factors such as rain, moisture, dust, or exposure to extreme temperatures, which could result in rust, corrosion, or deterioration of the material.
- Damage due to poor or improper packaging, including any damage incurred due to the inadequate packing or rehandling of Material(s) at any point during transportation.

11.1.3. Insurance during Rehandling and Unloading

The insurance shall also cover any damage or loss incurred during the rehandling of goods due to improper or inadequate packaging. The Supplier is responsible for ensuring that Material(s) are packed in a manner that prevents damage during transportation and unloading at the site. If Material(s) are damaged due to poor packing or handling at any stage, including unloading, such damage will be covered under the transit insurance.

11.1.4. Client Protection and Liability

The Supplier shall ensure that the full cost of the material, including any associated losses from damage or theft during transit, is covered under the insurance policy. In case of any damage, the Supplier will replace or repair the damaged goods without additional cost to the Client. The Supplier shall bear full responsibility for any loss or damage during the transit period and shall ensure that the Client is not financially impacted due to any transit-related incidents.

11.1.5. Premium and Cost of Insurance

The cost of transit insurance is deemed to be included in the rates provided for the delivery of the Material(s) under this contract. No additional charges for insurance shall be levied on the Client. The Supplier shall bear the cost of the insurance and is responsible for ensuring its adequate coverage throughout the duration of transportation, unloading, and site delivery.

11.1.6. Documentary Evidence

The Supplier shall provide proof of the insurance policy and any related documentation to the Client prior to the commencement of material transportation. The insurance certificate shall include details of the coverage, the insurer's contact details, and the insurance value. The Supplier shall immediately notify the Client in writing of any claims made under the insurance policy and provide necessary documentation to facilitate the claim process.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

11.1.7. Claim Procedure

In the event of damage, loss, or theft, the Supplier must notify the Client within 48 hours of the incident. The Supplier shall assist in the submission of claims to the insurance company and ensure that the Client is fully compensated for the loss or damage as per the terms of the policy.

11.1.8. Risk Transfer

The risk of loss or damage to the Material(s) remains with the Supplier until the Material(s) are delivered to the site and inspected. Upon successful inspection and acceptance by the Client, the risk shall transfer to the Client, subject to the terms and conditions of the contract.

11.2. Marine Insurance for Imported Material(s)

11.2.1. Scope of Marine Insurance

The Supplier shall provide and maintain Marine Insurance for any Material(s) imported under this contract. The insurance shall cover the full value of the goods, including their cost, taxes, and all associated expenses, during the entire transportation process, including both sea transit and any inland transport, until the goods are delivered to the site and duly inspected by the Client.

11.2.2. Coverage and Risks Included

The Marine Insurance policy shall provide all-risk coverage, including but not limited to:

- Damage or loss during loading, unloading, or handling at ports or during transit.
- Damage caused by adverse weather conditions, such as storms, floods, or accidents.
- Theft or pilferage of Material(s) during the marine transit process or while stored in ports or transport vehicles.
- Damage due to mishandling, including any structural damage to the material during loading or unloading.
- Damage due to poor or inadequate packaging, which may result in damage during transit or handling.

11.2.3. Documentation and Coverage Verification

The Supplier must provide the Client with proof of Marine Insurance coverage before shipment. The policy should clearly state the insured value, list of covered risks, and the terms of coverage. A copy of the marine insurance certificate and other related documents must be submitted to the Client prior to the shipment's departure.

11.2.4. Client Protection and Liability

The Marine Insurance shall ensure that the Client is fully protected against any losses, damages, or theft during the transportation of imported Material(s). In the event of any loss or damage, the Supplier shall be responsible for the immediate replacement or repair of the damaged goods, without any additional cost to the Client.

11.2.5. Cost of Insurance

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

The cost of Marine Insurance is deemed to be included in the Supplier's quoted price, and no additional charges for insurance shall be imposed on the Client. The Supplier is responsible for ensuring adequate coverage for the imported goods, without passing on any additional cost for the insurance to the Client.

11.2.6. Claim Procedure

In the event of a claim, the Supplier must notify the Client and the insurance company within 48 hours. The Supplier shall assist in all claim procedures and ensure that the Client is compensated as per the insurance policy terms.

11.2.7. Risk Transfer

The risk of loss or damage to imported Material(s) remains with the Supplier until the goods are delivered to the site, inspected, and accepted by the Client. After successful inspection and acceptance, the risk is transferred to the Client, subject to the terms of the contract.

12. Unloading

Unloading of Material(s) shall be arranged by the Client, unless expressly stated otherwise in the Contract. Notwithstanding the arrangement of unloading by the Client, the Supplier shall remain fully responsible for the risk associated with the unloading process.

13. Time is of the Essence of Contract

Delivery Schedule is given in the Special Conditions of Contract.

Time is of the essence in this Contract, and the Supplier shall ensure that all supplies are made within the stipulated time frame as per the agreed delivery schedule. Any delay in the delivery of goods or Material(s) beyond the specified delivery date will result in the imposition of Liquidated Damages (LD) (Defined in clause 13.0). The LD shall be calculated at a rate of [specify rate, in SCC] of the total contract value for each day of delay, up to a maximum of [specify percentage, in SCC] of the total contract value.

In the event of an inordinate delay that adversely affects the progress of the project, the Client reserves the right to engage an alternate vendor to procure the Material(s) or services. The Supplier shall be liable for any additional costs incurred by the Client as a result of such delays, which may be recovered by the Client through the revocation of performance guarantees, deduction from outstanding payments, or any other legal means, including recovery from the Supplier's bills.

In case of delays in supplies approved by the Client beyond the stipulated time schedule, the Supplier shall bear any increase in costs arising from changes in taxes, freight charges, insurance premiums, or any other incidental expenses, with no liability to the Client for such increases.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

The imposition of Liquidated Damages does not limit the Client's right to seek other remedies for breach of contract, including termination and compensation for losses, in addition to the penalties outlined above.

14. Liquidated Damages for Delayed Supplies

14.1. General Applicability

Time is of the essence in this Contract. The Supplier is required to deliver all goods and Material(s) within the agreed delivery schedule. If the Supplier fails to deliver within the stipulated timeframe, Liquidated Damages (LD) shall be imposed as a predefined and agreed-upon estimate of the Client's loss resulting from such delay.

14.2. Scenario for Application of Liquidated Damages

Liquidated Damages shall be applicable in the following scenarios:

- Delay in delivery of the goods/Material(s) beyond the agreed delivery date, without valid extension approved by the Client.
- Failure to deliver the goods/Material(s) in accordance with the quality and specifications as per the contract.
- Non-compliance with any other agreed milestone for supply affecting the overall project schedule.

14.3. Calculation of Liquidated Damages

The rate of Liquidated Damages shall be calculated at **0.5%** of the total contract value for each day of delay, subject to a maximum of **5%** of the total contract value. The LD will be applied on a per-day basis for the period of delay, starting from the due delivery date until the actual delivery date.

14.4. Partial Delays and Minor Quantities

In cases where a majority of the supplies are made within the stipulated time frame, and only a small portion of the supplies, which does not significantly impact the overall progress of the project, remains delayed, the Client may, at their discretion, consider the delay inapplicable for full LD imposition. The applicability of LD in such cases shall be assessed on a case-by-case basis, considering the overall impact on project progress, and the Client will exercise prudence and fair judgment in deciding the extent of LD.

14.5. Discretion of the Client

The Client reserves the right to assess the situation in which the delay occurs, and in cases where the delay does not significantly affect the project or work progress, the Client may waive or reduce the LD or provide a further extension for delivery at their discretion.

14.6. No Limitation of Liability

The imposition of Liquidated Damages does not limit the Supplier's liability for any additional losses incurred by the Client as a result of delayed supplies, which may not be accounted for by the LD, nor does it preclude the Client from seeking other remedies available under the contract, including the right to terminate the contract or engage alternate vendors.

14.7. Force Majeure and Other Valid Exceptions

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

In the event of a delay caused by factors beyond the Supplier's control, such as force majeure events (natural disasters, strikes, governmental actions, etc.), the Supplier must notify the Client within the stipulated time period, and the Client may, at their discretion, extend the delivery schedule. Delays due to force majeure shall not be subject to Liquidated Damages, provided the Supplier provides adequate documentation to support the claim.

14.8. Recovery of Liquidated Damages

Liquidated Damages shall be recoverable from the Supplier in the following manner:

- a) The Client may deduct the LD amount from any outstanding payments due to the Supplier.
- b) In case the LD amount exceeds the outstanding payments, the Client reserves the right to invoke the performance bank guarantee, or any other form of security provided by the Supplier, to recover the LD amount.
- c) Alternatively, the Client may recover the LD amount by adjusting it against any future bills or payments due to the Supplier under this contract or any other contract between the parties.

14.9. Alternative Dispute Resolution

In case of disputes arising due to the imposition of LD, the parties agree to resolve the matter through [arbitration/mediation] as per the applicable dispute resolution mechanism outlined in the Contract.

15. Limitation of Liability

15.1. General Limitation

Except for cases of fraud, wilful misconduct, gross negligence, or breach of confidentiality, the total liability of either party under this Contract shall not exceed the total contract value, excluding taxes, duties, and other charges. This limitation applies to all claims, whether arising in contract, tort (including negligence), or otherwise.

15.2. Exclusions from Liability

Neither party shall be liable for any indirect, consequential, incidental, or punitive damages, including, but not limited to, loss of profits, loss of business opportunity, loss of data, or business interruption, arising out of or in connection with this Contract, even if the possibility of such damages was brought to the attention of the party.

15.3. Force Majeure Events

Neither party shall be liable for failure to perform its obligations under this Contract due to force majeure events (as defined in the contract), and such failure shall not be subject to the imposition of Liquidated Damages or other penalties, provided that the affected party notifies the other within the stipulated time and takes all reasonable steps to mitigate the delay or failure.

15.4. Indemnification

Each party agrees to indemnify and hold the other harmless from any and all claims, liabilities, damages, and expenses arising out of its own breach of this Contract, including

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

any violation of applicable laws or regulations, provided that such claims are not due to the other party's negligence, wilful misconduct, or breach of its obligations under the Contract.

15.5. Applicability of the Limitation of Liability

This Limitation of Liability shall apply to all claims related to the performance, delivery, or failure to deliver, including the supply of Material(s), in relation to the Contract, including claims for Liquidated Damages arising from delays, damages to goods in transit, or breach of any other contractual obligation.

15.6. Right to Recover Damages

This clause does not affect the Client's right to recover Liquidated Damages for delayed supplies as outlined in the "Liquidated Damages" clause of the contract, or any other remedies available under the law or contract.

16. Provision of Drawings and Shop Drawings

16.1. Provision of Drawings

Before commencing production or fabrication of any Material(s) to be supplied under this Contract, where applicable, the Supplier shall ensure that all relevant drawings are provided to the Client for review and approval. These may include, but are not limited to, design drawings, technical specifications, and installation guidelines. The Supplier shall not proceed with the production work until the Client has reviewed and approved all such drawings, ensuring they meet the contractual and technical requirements.

16.2. Shop Drawings

Where applicable, the Supplier shall provide detailed shop drawings for approval prior to commencing production or fabrication. Shop drawings shall include, but are not limited to, the following Material(s) and items:

- Expansion joints
- Bearings
- Electrical poles and their mounting details
- Lumen coverage plans for lighting systems
- Automated Traffic Management Systems (ATMS)
- Traffic Management Systems (TMS)
- Road construction elements, including road furniture
- Any other Material(s) required for installation as part of the contract.

These shop drawings shall include specific details for installation, assembly, dimensions, Material(s), finishes, and any other necessary data to ensure proper fit and function of the supplied Material(s).

16.3. Approval Process

The Supplier shall submit the shop drawings to the Client within the specified time frame as per the project schedule. The Client shall review and provide feedback or approval within a reasonable period. If modifications are required, the Supplier shall make the necessary revisions and resubmit the drawings for approval. The Client's approval of the shop drawings

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

shall be deemed an acknowledgment that the drawings comply with the contract specifications and are suitable for the intended purpose.

16.4. Installation Guidance

For Material(s) that require installation, the Supplier shall ensure that the shop drawings provide sufficient details to facilitate the correct and safe installation of the supplied Material(s). The Supplier may also be required to provide additional installation instructions, guidance, and technical support as needed to ensure the Material(s) are installed as per the approved drawings and specifications.

16.5. Consequences of Non-compliance

In case the Supplier proceeds with the production or fabrication of Material(s) without the prior approval of the relevant drawings and shop drawings, or fails to comply with the approved drawings, the Supplier shall bear all costs for rework, delays, and any other consequences arising from such non-compliance. The Supplier shall also be liable for any damages to the Client due to incorrect or improper installation resulting from unapproved drawings.

17. Submission of Production Schedule and Progress Reporting

17.1. Submission of Production Schedule

Wherever required as per clause 15 of this GCC, within 7 days of the award of the contract, the Supplier shall submit a detailed Production Plan to the Client. This plan shall specifically address, all long lead items requiring detailed or specialized / customised fabrication / manufacturing and production planning, including, but not limited to:

- Expansion joints
- Bearings
- Specialized electrical poles or road furniture
- Complex traffic management systems (TMS, ATMS)
- Crash Barrier (Metal / Bamboo / Wire)
- Any other Material(s) requiring extensive fabrication or customized production processes.

The Production Schedule shall include a clear timeline for each stage of production, from design approval (including the submission and approval of shop drawings), fabrication, testing, and inspection to the final delivery of Material(s) at the site. The schedule should outline key milestones, deadlines, resources, and personnel involved in each stage.

17.2. Adherence to Approved Schedule

The Supplier is obligated to strictly adhere to the approved Production Schedule, ensuring that all milestones are met within the specified timelines. The Supplier shall not deviate from the schedule unless prior written consent is obtained from the Client, with clear justification for any delay and a revised schedule submitted for approval.

17.3. Regular Progress Reporting

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

To ensure full transparency and accountability, the Supplier shall provide regular progress reports to the Client as follows:

- **Daily Reports:** For high-priority or time-sensitive items, daily reports shall be submitted, detailing the activities completed, current progress, any issues or delays encountered, and corrective actions taken.
- **Weekly Reports:** For other items, a detailed weekly report should be provided, summarizing the progress against the Production Schedule, any deviations from the schedule, and the Supplier's strategy for bringing any delayed tasks back on track.

The Supplier shall ensure that all progress reports are clear, detailed, and submitted promptly on the agreed reporting schedule. The Client shall have the right to request additional updates or clarification at any time, should there be concerns regarding the production process or schedule.

17.4. Consequences of Non-submission or Delays

Failure to submit the Production Schedule within 7 days of contract approval, or failure to meet the agreed-upon timelines outlined in the schedule, shall result in the following consequences:

17.4.1. Delay Penalties: Liquidated damages, as specified in the "Time is the Essence" and "Liquidated Damages" clauses of the Contract, will be applicable if the Supplier fails to meet the agreed-upon timelines for production, delivery, or other contractual milestones.

17.4.2. Corrective Action: If the Supplier fails to submit progress reports or if progress deviates significantly from the approved schedule, the Client may, at its discretion, direct the Supplier to take corrective actions to expedite production and mitigate delays. Failure to implement corrective actions could lead to further penalties or termination of the contract.

17.4.3. Withholding of Payments: The Client reserves the right to withhold payments or a portion of the payment until such time as the Supplier submits the required Production Schedule and progress reports, or remedies delays caused by non-compliance.

17.5. Review and Approval of Production Schedule

The Client shall review the submitted Production Schedule within 7 days of receipt and provide feedback or approval. If revisions are required, the Supplier shall promptly make the necessary adjustments and resubmit the schedule for approval. The Supplier shall proceed with production only after receiving the Client's formal approval of the Production Schedule.

17.6. Obligations During Fabrication and Production

The Supplier is responsible for ensuring that all aspects of fabrication and production, including the procurement of raw Material(s), manufacturing processes, quality control, and compliance with the approved drawings, are carried out in accordance with the timelines

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

and specifications in the approved Production Schedule. The Supplier shall ensure that all necessary inspections and tests are conducted at each critical stage and that the results are documented and made available to the Client.

17.7. Force Majeure

In case of force majeure events that impact the production schedule, the Supplier shall promptly notify the Client in writing and submit a revised Production Schedule reflecting the new timelines. The Client may grant extensions as per the terms of the force majeure clause, subject to the Supplier providing adequate evidence of the circumstances beyond their control.

18. Documentation Requirements for Payment Processing

18.1. Payment Terms (general provided under clause 5.0 – Payment Terms for Supply of Material(s)) detailed shall be as specified in Special Conditions of Contract. For broader guidelines the documentation required for release of payment is given herein.

18.2. Payment Terms and Conditions

The Supplier shall submit a detailed invoice to the Client in order to process the payment for the goods supplied under this Contract. The invoice shall only be processed for payment upon the submission of the following mandatory documents, as applicable based on the type of consignment (domestic or imported). Payments will be made in accordance with the agreed payment schedule, subject to the complete and correct submission of these documents.

18.3. Required Documents for Domestic Consignments

For domestic consignments, the Supplier shall submit the following documents along with the invoice for payment processing:

- 18.3.1. Commercial Invoice: Must contain a detailed breakdown of the supplied goods, including descriptions, quantities, unit prices, and total amounts.
- 18.3.2. Packing List: Clearly indicating the contents of each package, along with the corresponding quantity, size, and weight.
- 18.3.3. Delivery Challan / Lorry Receipt: Proof of delivery of the goods to the Client or designated delivery location.
- 18.3.4. Manufacturer's Test Report: Providing verification of the specifications and quality of the goods, in accordance with the contract requirements.
- 18.3.5. Certificate of Insurance: Evidence of insurance coverage for the goods during transit, as per the contractual requirements.
- 18.3.6. Guarantee/Warranty Certificate: Ensuring that the goods supplied meet the agreed quality standards and are covered by the warranty or guarantee terms specified in the contract.
- 18.3.7. Inspection Release Note: Issued by the Third Party Inspection Agency (TPIA) or the Client, or an applicable Dispatch Clearance/Inspection Waiver from the Client, if applicable.

18.4. Required Documents for Imported Consignments

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

For imported consignments, the Supplier shall submit the following documents along with the invoice for payment processing:

- a) Commercial Invoice: Detailed breakdown of the supplied goods, including descriptions, quantities, unit prices, and total amounts.
- b) Packing List: Clearly indicating the contents of each package, along with the corresponding quantity, size, and weight.
- c) Bill of Lading / Airway Bill: Proof of shipment from the supplier's location to the delivery destination.
- d) Manufacturer's Test Report: Verification of the goods meeting the contractual specifications and quality standards.
- e) Marine Insurance Certificate: Proof of marine insurance coverage for the goods during shipment, as required in the contract.
- f) Guarantee/Warranty Certificate: Ensuring the goods are covered by warranty or guarantee, as per the contractual agreement.
- g) Certificate of Origin: Documentation certifying the country of origin of the supplied goods.
- h) Surveyor's Inspection Report: Report verifying the quality and quantity of the goods during shipment, as per agreed standards.
- i) Proof of Ocean Freight Paid: Document indicating that the ocean freight charges have been settled, as required for the shipment.
- j) Inspection Release Note: Issued by the Third Party Inspection Agency (TPIA) or the Client, or an applicable Dispatch Clearance/Inspection Waiver from the Client, if applicable.

18.5. Additional Information Required on Documents

Each document submitted by the Supplier for payment processing shall contain the following mandatory information:

- a) Contract Reference: The unique contract number or reference to ensure correct matching of the payment request with the contract.
- b) Purchase Order Number: The corresponding purchase order number to verify the goods supplied against the Client's order.
- c) Date of Supply/Delivery: The actual date of supply or delivery of the goods as per the agreed schedule.
- d) Payment Terms: Clear mention of the agreed payment terms, such as net 30, net 45 days, etc.
- e) GST or Applicable Taxes: GST or any other applicable tax details must be clearly mentioned, along with the appropriate tax identification number (TIN) or GSTIN.

18.6. Ineligibility for Payment

Payments will not be processed or will be withheld if the required documents are incomplete, incorrect, or not submitted within the stipulated timeframe. The Client reserves the right to reject the payment request and request the Supplier to submit the corrected or additional documents. Any delays in submission of documents shall result in corresponding delays in payment processing.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

18.7. Acceptance of Goods

No payment will be processed until the goods have been inspected and accepted by the Client or their designated representative, and the goods conform to the contractual specifications, including quality and quantity. A signed Inspection Release Note or Dispatch Clearance from the Client is a mandatory requirement for processing payment.

It is expected to adhere to the aforementioned documentation to ensure efficient and timely payment processing, aligning with the terms of the contract and ensuring transparency in all financial transactions.

19. Material Inspection & Acceptance

19.1. Pre-Dispatch Inspection by Third Party or Client's Representative

- 19.1.1. **Scope of Inspection:** The Supplier shall allow the Third-Party Inspection Agency (TPIA) or the Client's authorized representative to inspect the material at the manufacturer's facility before dispatch. This inspection will verify that the Material(s) conform to the specifications outlined in the Contract and meet the required quality standards.
- 19.1.2. **Notice of Inspection:** The Supplier shall provide at least [specify number of days] days' notice to the Client or TPIA prior to the intended inspection date. The Supplier shall provide access to the necessary areas, documentation, and any test results relevant to the inspection.
- 19.1.3. **Inspection Procedure:** The inspection shall include, but not be limited to, visual inspection, dimension verification, and testing of the Material(s) as per the relevant standards or specifications. Any discrepancies found during the inspection shall be reported to the Supplier, and the Supplier shall take corrective actions before dispatch.
- 19.1.4. **Inspection Report:** Upon successful inspection and verification of the Material(s), an Inspection Release Note (IRN) or Inspection Certificate shall be issued by the TPIA or the Client's representative, confirming that the material is fit for dispatch. No material shall be dispatched without obtaining this approval, and the Supplier shall bear all costs associated with re-inspection or rectification of any identified issues.
- 19.1.5. **Right to Reject:** The Client reserves the right to reject any material that does not meet the agreed specifications or is found to be defective during the pre-dispatch inspection.

19.2. Inspection of Material at Site Before Acceptance

- 19.2.1. **Scope of Inspection:** Upon delivery of Material(s) to the site, the Client or their authorized representative shall inspect the Material(s) to ensure they conform to the specifications outlined in the Contract. This inspection will be conducted prior to acceptance and use of the material in the works.
- 19.2.2. **Inspection Procedure:** The inspection will include a detailed check for quality, quantity, and compliance with the approved specifications. The Material(s) will be examined for damage, defects, or any other discrepancies that may affect their performance or suitability for use in the works.
- 19.2.3. **Non-Conformance:** In the event that the delivered Material(s) fail to meet the required standards, the Client shall have the right to reject the Material(s). The Supplier shall immediately replace or rectify the Material(s) at their own cost, and the rejected Material(s) will be returned to the Supplier at their risk and expense.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

19.2.4. Inspection Report: A formal inspection report or an Inspection Release Note (IRN) will be issued after the inspection. No material shall be accepted for use unless the Client or their authorized representative has provided written confirmation of acceptance.

19.2.5. Delays in Acceptance: In case of any delay in the inspection process due to circumstances beyond the control of the Client, the Client may at their discretion extend the time for inspection, but the Supplier shall bear all costs associated with such delays.

19.3. On-Site Testing of Ready Material(s) (Cement, Steel, Aggregates, Bitumen, etc.)

19.3.1. Scope of Testing: For ready Material(s) such as cement, steel, aggregates, bitumen, and other pre-purchased Material(s) sourced from approved vendors, the Material(s) shall be subjected to on-site testing as per the approved Quality Plan. The on-site tests shall be conducted by the Client's Quality Engineer or Client's authorised representative or Third Party Inspection Agency (TPIA) to ensure the Material(s) meet the required specifications and quality standards.

19.3.2. Test Procedures: The Supplier shall provide all necessary documentation and certification from the manufacturer for the Material(s) supplied. The Quality Engineer or TPIA shall perform the tests on-site, which may include, but are not limited to, tests for strength, purity, composition, and consistency, depending on the type of material.

19.3.3. Test Results: The results of the tests shall be recorded in an Inspection or Test Report, which will be shared with the Supplier. If any material is found to be non-compliant with the specifications, it shall be rejected, and the Supplier shall be responsible for removing or replacing the non-compliant material at their own cost.

19.3.4. Acceptance of Material: No material shall be accepted for use on the works unless it passes the on-site tests and is in conformity with the approved specifications. The Supplier shall bear the cost of any re-testing, rectification, or replacement of non-conforming Material(s).

In all cases, the Client reserves the right to reject any material that does not meet the specified quality standards, and all costs related to the inspection, testing, re-handling, or replacement of Material(s) shall be borne by the Supplier.

20. Defect Liability - for Supplied Material(s) (Manufactured and Off-the-Shelf)

20.1. Defects Liability Period

20.1.1. The Supplier shall be responsible for the correction, repair, or replacement of any defects or non-conformities in the supplied Material(s), whether manufactured under special order or off-the-shelf, arising from any cause during the Defects Liability Period, which shall be a period of **[specify duration, [X] months]** from the date of Acceptance of Material or Completion of Delivery (whichever occurs later).

20.1.2. In the case of Material(s) that are subject to installation, the Defects Liability Period shall begin from the date of the final Acceptance of Material at the site after installation.

20.2. Scope of Defects Liability

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

20.2.1. The Supplier's responsibility for defects shall include, but not be limited to, issues related to the following:

- a) Manufacturing defects (such as flaws, cracks, or weaknesses in material composition or workmanship).
- b) Material non-conformance (failure to meet the specifications outlined in the Contract or required standards).
- c) Damage or deterioration caused due to improper packaging, transportation, or handling prior to delivery.
- d) Substandard quality (e.g., failure to meet functional, aesthetic, or safety standards as stipulated in the Contract).

20.3. Notification of Defects

20.3.1. The Client shall notify the Supplier in writing of any defects or non-conformities discovered within the Defects Liability Period. The notice shall include a description of the defect, location, and, where applicable, any supporting evidence such as photographs or test results.

20.3.2. The Supplier shall be required to respond to the notification of defects within 7 days and take appropriate corrective action as specified below.

20.4. Corrective Action by Supplier

20.4.1. Upon receipt of the defect notice, the Supplier shall, at their own cost, take immediate corrective actions, which may include:

- a) Repairing the defective material to restore it to its original specifications.
- b) Replacing the defective material with a new, conforming item that meets the Contract requirements.
- c) Rectifying any faults in the installation or other aspects related to the material.

20.4.2. The Supplier shall bear all costs associated with the repair, replacement, or rectification, including transportation, labor, and material costs. In cases where replacement is required, the Supplier shall also bear the cost of removal and disposal of defective material.

20.5. Exclusions from Defects Liability

20.5.1. The Defects Liability provisions shall not apply to defects or damages caused by:

- a) Improper use or misuse of the material by the Client or third parties after delivery and acceptance.
- b) Normal wear and tear, unless specifically covered under the warranty provided by the Supplier.
- c) Damage caused by external factors (e.g., accidents, natural disasters, vandalism, or misuse outside of the normal conditions of operation).
- d) Client's or third-party's failure to follow maintenance and handling instructions, where such instructions were provided by the Supplier at the time of delivery.

20.6. Off-the-Shelf Material(s)

20.6.1. For off-the-shelf Material(s), which are not subject to customised manufacturing, the Defects Liability Period shall apply from the date of Acceptance of Material or delivery,

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

whichever occurs later. The Supplier shall ensure that such Material(s) meet all relevant quality standards, certifications, and specifications.

20.6.2. Any defects, in such off-the-shelf Material(s), identified within the Defects Liability Period shall be subject to the same corrective actions as mentioned in **Clause 19.4** above, including repair, replacement, or rectification.

20.7. Special Orders or Manufactured Material(s)

20.7.1. For Material(s) manufactured under special orders or customized to specific requirements, the Supplier shall ensure that the Material(s) are free from defects in design, material, and workmanship. The Defects Liability Period shall apply to both the material and its intended use as per the Contract specifications.

20.7.2. The Supplier shall be responsible for any failures or non-conformance in relation to special order items, including those that arise due to the Supplier's failure to adhere to approved drawings, specifications, or quality standards.

20.8. Consequences of Failure to Rectify Defects

20.8.1. If the Supplier fails to remedy the defects within the time specified by the Client, the Client may, at their discretion:

- a) Undertake the repair or replacement of the defective Material(s) at the Supplier's cost, including recovery of any associated costs from the Supplier.
- b) Deduct the costs of rectification from any pending payments or invoke the Performance Guarantee as security for remedying defects.
- c) Terminate the Contract in case the defect or failure substantially impairs the performance or value of the material supplied.

20.9. Warranty Extension

20.9.1. If replacement or repairs are performed during the Defects Liability Period, the Defects Liability Period for the replaced or repaired material shall be extended by an additional [specify duration, e.g., 12 months] from the date of completion of such repairs or replacement, or the expiry of the original Defects Liability Period, whichever is later.

20.10. Final Acceptance and Handover

20.10.1. After the expiration of the Defects Liability Period, and upon satisfactory resolution of all notified defects, the material shall be deemed to have been finally accepted by the Client, and the Supplier's obligations for defects shall cease. The Client shall issue a Final Acceptance Certificate for the material.

21. Guarantee/s / Warranties

21.1. Scope of Guarantee/Warranty

The Supplier warrants that all Material(s) supplied, whether custom-manufactured or off-the-shelf, shall:

- a) Comply with the technical specifications and performance criteria specified in the Contract.
- b) Be free from defects in design, material, and workmanship.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

- c) Remain fit for their intended purpose, as outlined in the Contract, under normal usage and operating conditions.

21.2. Duration of Guarantee/Warranty

The warranty period shall commence from the date of acceptance of Material(s) by the Client or as otherwise specified in the Contract and shall remain valid for a period of [specify duration, e.g., 12 months, 24 months]. During this period, the Supplier shall promptly rectify or replace any defective Material(s) at no additional cost to the Client.

21.3. Obligations under Guarantee/Warranty

Should any Material(s) be found defective or fail to meet the Contract's specifications during the warranty period, the Supplier shall, upon receiving notification from the Client:

- a) Rectify, repair, or replace the defective Material(s) promptly and at no cost to the Client.
- b) Bear all costs related to transportation, dismantling, reinstallation, and testing of the repaired or replaced Material(s).

21.4. Exclusions and Limitations

This warranty does not apply to:

- a) Defects arising from improper installation, operation, or maintenance by the Client or third parties not under the Supplier's control.
- b) Damage caused by external factors such as accidents, misuse, neglect, or unauthorized modifications to the Material(s) by the Client.
- c) Normal wear and tear, unless otherwise stipulated in the Contract.

21.5. Manufacturer-Provided Warranties for Off-the-Shelf Items

For off-the-shelf items (e.g., electrical, electronic, or other standardized products), the Supplier shall extend any manufacturer-provided warranties, guarantees, or other commitments to the Client. These warranties shall include defects in design, material, and workmanship as covered by the manufacturer. The Supplier shall supply all related documentation, including warranty certificates, and assist the Client with any direct warranty claims made with the manufacturer. Should the manufacturer's warranty not meet the Client's required terms, the Supplier shall fulfill the warranty obligations as defined by this Contract.

21.6. Guarantee/Warranty for Off-the-Shelf Construction Items

For off-the-shelf items (such as cement, steel, aggregates, Plumbing & Sanitary or other standardized products), the Supplier shall extend any manufacturer's warranties, guarantees, or other commitments, including certifications of quality and compliance, to the Client. The Supplier shall facilitate and support any claims under such manufacturer warranties on behalf of the Client, as necessary.

21.7. Documentation of Warranty Claims

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

All claims under this warranty shall be documented in a Warranty Claim Report detailing the defect or non-compliance with Contract specifications and submitted to the Supplier within the warranty period. The Supplier shall respond with a rectification schedule within [specify timeframe, e.g., 7 working days].

21.8. Extended Warranty (if applicable)

If an extended warranty is offered for certain Material(s) beyond the stated warranty period, the terms of this clause shall apply throughout the extended period unless otherwise stated.

21.9. Limitation of Liability under Warranty

The Supplier's total liability under this warranty shall be limited to the replacement or repair of defective Material(s) as specified, except where the Client incurs direct losses due to the Supplier's failure to honour this warranty, in which case the Client reserves the right to recover such costs in accordance with the limitations stated in the Limitation of Liability clause of this Contract.

22. Intellectual Property Rights

22.1. Ownership of Intellectual Property

All intellectual property rights, including but not limited to patents, copyrights, trademarks, trade secrets, designs, and technical know-how created, developed, or used in connection with the supplies and services under this Contract shall remain the exclusive property of the originating party, unless otherwise expressly agreed upon in writing.

22.2. Use of Intellectual Property

The Supplier grants the Client a non-exclusive, royalty-free, and perpetual license to use any intellectual property incorporated in the supplies for the sole purpose of executing, operating, and maintaining the goods or services as specified in the Contract. The Client shall not transfer, sublicense, or commercially exploit the Supplier's intellectual property outside the scope of the Contract without prior written consent.

22.3. Infringement and Indemnity

The Supplier warrants that all intellectual property provided or used under this Contract does not infringe upon any third-party rights and shall indemnify, defend, and hold the Client harmless against any claims, damages, losses, or expenses arising from any alleged infringement of intellectual property rights.

22.4. Confidentiality of Proprietary Information

Both parties agree to protect and maintain the confidentiality of any proprietary information, technical data, or trade secrets disclosed in relation to this Contract, using such information solely for the purposes of fulfilling the contractual obligations and not disclosing it to third parties without prior written consent.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

23. Indemnity

- 23.1.** The Supplier shall indemnify, defend, and hold harmless the Client, its affiliates, officers, agents, and employees from and against all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees and costs) arising out of or in connection with:
- 23.1.1. Any breach of the Supplier's representations, warranties, or obligations under this Contract;
 - 23.1.2. Any injury to persons (including death) or damage to property resulting from the Supplier's acts, omissions, or negligence in connection with the performance of the Contract;
 - 23.1.3. Any claim of infringement of third-party intellectual property rights arising from the goods or services supplied under this Contract, unless the infringement results solely from the Client's specific written instructions.

This indemnity obligation shall survive the expiration or termination of the Contract and apply to any claims or liabilities arising thereafter related to the Supplier's performance under the Contract.

24. Risk Purchase

In the event of any breach of contract by the Supplier, including failure to deliver goods or perform services as per the stipulated terms, timelines, or specifications, or any other failure to fulfil its obligations under this Contract, the Client reserves the right to procure similar goods or services from an alternate source at the Supplier's sole cost and risk.

All additional expenses incurred by the Client for such alternative procurement, including but not limited to higher costs of goods or services, transportation, handling, administrative charges, and any other incidental expenses, shall be fully recoverable from the Supplier. The Supplier agrees to indemnify and reimburse the Client for all such additional costs upon demand, and the Client may withhold any outstanding payments or recover these costs through any lawful means, including deductions from amounts due under this or other agreements with the Supplier.

This clause shall be in addition to, and not in limitation of, any other rights, remedies, or claims available to the Client, including but not limited to the right to claim Liquidated Damages, for breaches committed by the Supplier under this Contract or under applicable law.

25. Title & Risk of Loss

The title to the goods supplied under this Contract shall pass from the Supplier to the Client upon full payment of the agreed purchase price. However, the risk of loss, damage, or deterioration of the goods shall pass to the Client only upon delivery of the goods at the designated delivery location, and after the goods have been duly inspected and accepted by the Client.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

Until the title has passed, the Supplier shall bear all risks associated with the goods, including damage, theft, or loss during transit, handling, or storage. In case of any damage or loss prior to the transfer of title, the Supplier shall be responsible for the replacement of the goods at no additional cost to the Client.

The Client's acceptance of the goods shall not be deemed as transfer of title or assumption of risk unless and until the goods have been inspected and accepted by the Client in accordance with the Contract.

26. Assignment

The Client reserves the right to assign, transfer, or subcontract the whole or any part of the contract to any third party or agency, at its sole discretion, without the Supplier's consent. Such assignment or transfer shall not relieve the Client of any of its obligations under this contract unless otherwise agreed.

The Supplier shall not, without the prior written consent of the Client, assign, subcontract, or sub-let any part of the contract or the work to any third party or agency. Any such unauthorized assignment or subcontracting shall be deemed a material breach of the contract, and the Client shall have the right to take appropriate actions, including termination of the contract and/or recovery of costs incurred due to the breach.

27. Supplier's Liability towards the Client's Facilities

The Supplier shall be fully responsible for the care, maintenance, and protection of the Client's facilities, including but not limited to the premises, equipment, Material(s), and any other property provided by the Client for the performance of this contract. The Supplier agrees to indemnify, defend, and hold harmless the Client against any and all claims, losses, damages, or expenses arising out of or related to the Supplier's use of the Client's facilities, except for those resulting solely from the Client's negligence or wilful misconduct.

27.1. Damage to Client's Property: The Supplier shall be liable for any damage to the Client's facilities or property, including equipment, tools, machinery, or structures, caused by the Supplier's operations, negligence, or failure to comply with the terms of this contract. In the event of damage, the Supplier shall promptly repair or replace such property to the satisfaction of the Client at no cost to the Client.

27.2. Compliance with Safety and Regulations: The Supplier shall comply with all safety regulations, policies, and procedures as outlined by the Client while utilizing the Client's facilities. The Supplier must ensure the safety and security of the work site and take necessary precautions to prevent any accidents, injuries, or damage to property. The Supplier shall be responsible for the safety of their personnel, contractors, and any third-party employees working within the Client's facilities.

27.3. Indemnification: The Supplier shall indemnify and hold the Client harmless from any claims, actions, or damages arising from the Supplier's or its employees' use of the Client's facilities.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

This includes, but is not limited to, claims related to personal injury, property damage, or any violations of law or regulation caused by the Supplier's negligence or improper conduct while using the facilities.

- 27.4. Waste and Environmental Management:** The Supplier is responsible for the proper disposal of any waste, by-products, or hazardous Material(s) generated during the performance of the work. The Supplier shall ensure that all waste disposal practices comply with applicable environmental laws and regulations, and that any hazardous substances are handled and disposed of safely. The Supplier shall bear the cost of any damage to the Client's property resulting from improper waste disposal.
- 27.5. Unauthorized Use of Facilities:** The Supplier shall not use the Client's facilities for **any** purpose other than that which is specified in the contract, and shall not modify or alter the facilities without prior written consent from the Client. Unauthorized use, alteration, or damage to the Client's facilities may result in penalties and/or termination of the Supplier's access to the facilities.
- 27.6. Insurance and Risk Management:** The Supplier shall, at its own cost, maintain insurance coverage that adequately covers the risks associated with the use of the Client's facilities, including damage to property, injury, and environmental liabilities. Proof of such insurance coverage shall be provided to the Client upon request.
- 27.7. Access and Security:** The Supplier shall be responsible for ensuring that all personnel and subcontractors working at the Client's facilities have the necessary security clearances and comply with the Client's security protocols. The Supplier shall not hold the Client liable for any loss or damage incurred due to failure to adhere to security policies.

28. Force Majeure

28.1. Definition:

Notwithstanding anything to the contrary in this Contract, neither party shall be held liable for any failure or delay in the performance of its obligations under this Contract (except for payment obligations), if such failure or delay is caused by an event or circumstance beyond the reasonable control of the affected party (the "Force Majeure Event"). The following events shall constitute a Force Majeure Event, including but not limited to:

- a) Natural calamities such as floods, earthquakes, cyclones, landslides, or fire.
- b) Acts of war (whether declared or not), armed conflicts, or terrorist activities.
- c) Government actions or regulations, strikes, lockouts, or industrial disputes not caused by the party affected.
- d) Epidemics, pandemics, or quarantine measures imposed by governmental authorities.
- e) Shortage or unavailability of raw Material(s), fuel, transport, or utilities due to reasons beyond the control of the Supplier.
- f) Any other event beyond the control of the Supplier which cannot be foreseen or avoided by reasonable measures.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

28.2. Notification of Force Majeure:

The affected party shall notify the other party in writing as soon as practicable, but no later than 5 (five) days from the occurrence of a Force Majeure event, providing full details of the event, the expected duration of the delay, and the measures being taken to mitigate its effect. Failure to notify within the specified time shall result in the loss of the right to claim Force Majeure relief.

28.3. Performance Suspension:

During the duration of a Force Majeure event, the affected party shall be excused from performing its obligations under the Contract to the extent that such performance is prevented by the Force Majeure event. However, the Supplier shall take all reasonable measures to overcome the Force Majeure situation and mitigate the delay or impact on the supply of Material(s).

28.4. Time Extension:

If a Force Majeure event prevents the Supplier from performing its obligations for more than 30 (thirty) consecutive days, the Client may, at its discretion, grant an extension of time for the period during which the Force Majeure event has occurred. This extension will be provided only if the Supplier has complied with the notification and mitigation requirements stated above.

28.5. Resumption of Work:

Upon cessation of the Force Majeure event, the affected party shall promptly resume performance of its obligations. The Supplier shall immediately notify the Client of the cessation and provide an updated delivery schedule.

28.6. Consequences of Force Majeure:

- a) **Supplier's Liability:** The Supplier shall bear any additional costs arising due to the Force Majeure event, including increased prices of Material(s), transport, or any incidental charges during the event, unless otherwise agreed in writing by both parties.
- b) **Termination:** If a Force Majeure event continues for more than 60 (sixty) days, either party may, without incurring any liability, terminate the Contract with written notice to the other party.

28.7. Force Majeure Does Not Apply To:

Force Majeure will not apply to any delay caused by:

- a) Supplier's inability to pay debts.
- b) Supplier's failure to procure Material(s) or services from third parties.
- c) Any other cause that could have been avoided through reasonable foresight or precautions.

28.8. No Waiver of Rights:

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

Nothing in this clause shall prevent either party from claiming any rights, remedies, or actions under the contract for failure to perform its obligations due to the Force Majeure event, other than the relief specified above.

29. Suspension & Reinstatement of Supply by Client

29.1. Right to Suspend Supply:

The Client reserves the right to suspend the supply of Material(s) under this Contract at any time by providing written notice to the Supplier, specifying the reasons for the suspension. The suspension of supply may be due to, but not limited to, the following reasons:

- a) Non-Compliance: Supplier's failure to comply with the agreed terms of the Contract, including delivery schedules, quality specifications, or any other conditions stipulated in the Contract.
- b) Force Majeure Events: Events such as natural disasters, strikes, government orders, or any unforeseen circumstances beyond the reasonable control of either party.
- c) Breach of Warranty: Supplier's failure to meet the warranty or guarantee requirements for the Material(s) supplied.
- d) Non-Payment: Failure by the Client to make payments as per the agreed payment terms (subject to verification of invoice correctness).
- e) Non-Performance: Supplier's consistent failure to perform their obligations or delays which significantly affect the progress of the project.
- f) Client's Financial or Operational Constraints: If the Client faces financial difficulties or other operational reasons leading to a temporary halt in supply requirement.

29.2. Notice of Suspension:

The Client shall issue a written notice to the Supplier stating the effective date of suspension, reasons for the suspension, and any actions the Supplier must take to remedy the situation. Such suspension will be effective from the date mentioned in the notice.

29.3. Supplier's Obligation During Suspension:

During the period of suspension, the Supplier shall:

- a) Cease all activities related to the supply of Material(s) as directed in the suspension notice.
- b) Take all reasonable steps to minimize any further loss or damage that may arise due to the suspension.
- c) Continue to store, secure, and preserve the Material(s) in a safe and proper manner, and, if applicable, in compliance with agreed standards, at no extra cost to the Client.

29.4. Reinstatement of Supply:

Upon receipt of written notice from the Client, the Supplier shall immediately resume the supply of Material(s), provided that the reasons for the suspension have been resolved or mitigated. The Client shall provide clear instructions for the Supplier to proceed with the supply as per the original terms or revised delivery schedules.

29.5. Remedies for Suspension:

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

29.5.1. If Suspension is Due to Supplier's Default: If the suspension arises from the Supplier's non-performance, delay, or breach of contract, the Client shall be entitled to:

- a) Impose Liquidated Damages (LD) as per the terms specified in the Contract.
- b) Seek remedy for any direct or indirect costs arising from the suspension and delay, including cost of procurement from alternate suppliers.

29.5.2. If Suspension is Due to Force Majeure or Client's Default: If the suspension is due to a Force Majeure event or other reasons attributable to the Client, the Supplier shall not be liable for delays or failure to supply during the suspension period. The Supplier may be entitled to:

- a) Extension of the supply period equivalent to the duration of the suspension.
- b) Reimbursement for any additional costs incurred due to the suspension, including handling, storage, and demurrage costs, subject to Client's approval.

29.6. Duration of Suspension:

The suspension shall remain in effect until the cause of suspension has been resolved, or for a period not exceeding [30/60/90] days. If the suspension extends beyond this period, the Supplier may request termination of the Contract for the suspended portion of the supply, or the Client may decide to proceed with alternate procurement.

29.7. No Waiver of Client's Rights:

The suspension of supply shall not be construed as a waiver of any other rights or remedies available to the Client under the Contract or applicable law. The Client retains the right to pursue claims for damages, losses, or penalties arising out of the suspension, in addition to any other remedies under the Contract.

29.8. Dispute Resolution:

In the event of a dispute arising out of the suspension, both parties agree to resolve the issue through the dispute resolution mechanism as outlined in the Contract, which may include negotiation, mediation, or arbitration.

30. Termination

30.1. Termination by the Client:

The Client shall have the right to terminate the contract in whole or in part in the following circumstances:

30.1.1. Contractor's Default:

The Client may terminate the Contract if the Contractor:

- a) Fails to deliver the Material(s) or complete the supply within the stipulated time or any extended period granted by the Client.
- b) Fails to perform any of the obligations as specified under the Contract, including quality standards, technical specifications, or other conditions.
- c) Becomes bankrupt or insolvent, or a receiver is appointed for the Contractor's assets.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

- d) Makes an assignment for the benefit of creditors or otherwise takes any action for the benefit of creditors, or allows a decree to be entered against them in any court proceeding.
- e) Fails to comply with the directions of the Client or fails to proceed with the work in accordance with the production or delivery schedule.
- f) Commits a breach of any of the representations, warranties, or covenants under this Contract and fails to remedy such breach within a specified period after receiving written notice from the Client.
- g) Engages in fraudulent activities or misrepresentation related to the contract.

30.1.2. Force Majeure:

If the performance of the contract becomes impossible due to Force Majeure events (as defined in the Force Majeure clause) which continue for a prolonged period, and the parties cannot come to a resolution on alternative arrangements.

30.1.3. Procedure for Termination by Client:

In the event of termination for any of the reasons stated above, the Client shall provide the Contractor with a written notice of termination, specifying the grounds and effective date of termination. Upon receipt of such notice:

- The Contractor shall immediately stop all work and activities related to the supply of Material(s).
- The Client may, at their discretion, take possession of any Material(s), tools, or equipment which are in progress and applicable to the contract, and complete the supply or procurement through other means.
- The Client may claim the liquidated damages, penalties, and any other costs incurred as a result of the termination.

30.2. Termination by the Contractor:

The Contractor may terminate the Contract if:

- The Client fails to make payments due under the terms of the Contract and such failure continues for a period of [15/30] days after receiving a written notice demanding payment.
- The Client breaches any material term of the Contract that affects the Contractor's ability to complete the work or supply, and such breach continues for a period of [15/30] days after receiving written notice from the Contractor.
- The Client fails to provide necessary approvals or documents required for the Contractor to proceed with the supply.

30.3. Effect of Termination:

In the event of termination by either party for any reason, the following shall apply:

30.3.1. Payment Due to Contractor:

Upon termination, the Contractor shall be entitled to receive payment for Material(s) already supplied in accordance with the contract terms, provided such supplies meet the agreed specifications and have been accepted by the Client. Payments shall be made after

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

deductions for any penalties, liquidated damages, or other claims arising from the termination.

30.3.2. Liabilities upon Termination:

The Contractor shall be liable for any costs, losses, or damages incurred by the Client as a result of non-performance, delay, or incomplete delivery of the supply, including the cost of procuring the Material(s) from alternate suppliers.

30.3.3. Return of Material(s):

The Contractor shall return any Material(s) or goods belonging to the Client that have not been incorporated into the supply, as well as any documents or equipment provided by the Client.

30.3.4. Recovery of Costs:

In the event of termination for Contractor's default, the Client shall be entitled to recover any additional costs incurred due to the termination, including the cost of completing the supply or procuring Material(s) from alternate vendors. Such costs may be recovered through the forfeiture of the performance guarantee, security deposit, or by offsetting from any pending payments.

30.3.5. Dispute Resolution:

Any dispute arising from the termination, including claims for damages, shall be resolved in accordance with the dispute resolution mechanism as specified in the Contract.

30.4. Termination for Convenience:

The Client may terminate the Contract for convenience at any time by giving the Contractor [15/30] days written notice. In such a case, the Contractor shall be paid for the work completed up to the date of termination, subject to the conditions of the contract.

31. Precedence of documents

Unless expressly stated otherwise in the Contract, the following documents, including any amendments or modifications thereto, shall constitute an integral part of the Contract. In the event of any inconsistency or conflict between provisions contained in two or more of these documents, the order of precedence outlined below shall govern:

- a. Contract read in conjunction with its amendments if any.
- b. Schedule of prices
- c. Technical Specification, Drawings,
- d. Guaranteed Technical Particulars (GTP) like:
 - i. Performance guarantees: Information about the performance of a product or system under various conditions.
 - ii. Material specifications: Detailed information on the Material(s) used in manufacturing or construction.
 - iii. Manufacturing process: Details of how the product or system is made or assembled.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

- iv. Compliance: Information showing how the equipment or material meets certain standards, codes, and regulations (e.g., IS codes, MoRTH standards).
- v. Testing requirements: Specifications regarding the testing of equipment and Material(s) to ensure they meet the required standards.
- e. Specific Agreed Points (If any)
- f. Special Conditions of Contract (SCC)
- g. General Conditions of Contract (GCC).

32. Amendment of Supply Order

The Client reserves the exclusive right to amend, modify, or revise the Supply Order at any time, by issuing a written notice to the Supplier. Any changes in quantity, specifications, delivery schedules, or other terms and conditions shall be deemed as amendments to the original Supply Order. The Supplier shall not proceed with the supply of Material(s) as per such amendments until written approval is provided. The Supplier shall comply with all such amendments, and any related costs, time extensions, or adjustments shall be mutually agreed upon in writing. Any amendments will be binding upon both parties, and the terms of the Supply Order shall remain in full force unless otherwise altered by the amendment.

33. Marking of Products

The Supplier shall ensure that all products supplied under this Contract are clearly marked, labelled, or tagged in accordance with the Client's specifications and applicable regulatory requirements. Such markings shall include, but not be limited to, product identification, batch numbers, manufacturing date, handling instructions, and any safety warnings where applicable. The Supplier shall be responsible for ensuring that the markings are durable and legible throughout the handling, transportation, and storage process. In the event that the Client provides specific marking guidelines, the Supplier shall adhere to these requirements. Any costs associated with special marking or labelling shall be borne by the Supplier unless otherwise agreed upon in writing.

34. Painting of Products as per technical specifications

The Supplier shall ensure that all products supplied under this Contract are painted as per the technical specifications provided, including any protective coatings, primers, or finishes required. The painting shall be carried out in accordance with industry standards and applicable regulations. In case of any scratches, dents, or damage to the painted surface during handling, transportation, or storage, the Supplier shall perform necessary touch-ups to restore the appearance and protective properties of the paint at no additional cost to the Client. The Supplier shall be responsible for ensuring that all painted surfaces are free from defects and comply with the aesthetic and functional requirements as specified by the Client.

35. Settlement of Disputes

35.1. Dispute Notification and Procedure

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

35.2. The Supplier shall notify the Client in writing within 7 days of the occurrence of any dispute, difference, or claim that requires resolution. The notice should clearly detail the nature of the dispute, relevant facts, and the legal or factual basis for the claim. Upon receipt of the dispute notice, the Client and Supplier shall engage in discussions for a period not exceeding 30 days to attempt an amicable settlement.

35.3. Amicable Settlement

In the event of any dispute, difference, or claim arising between the Client and the Contractor in connection with or related to the Contract, the parties shall first attempt to resolve such dispute amicably through mutual consultation and negotiation. The party initiating the dispute (the "Notifying Party") shall notify the other party in writing, clearly outlining the nature and scope of the dispute. Both parties shall make all reasonable efforts to settle the dispute, amicably, within 30 days from the date of notification.

If the dispute remains unresolved after this period, the decision of the Client's CEO shall be final and binding on both parties. Should the decision of the Client's CEO not be acceptable, and the dispute persists, the matter shall proceed to the Dispute Resolution process as outlined below.

35.4. Dispute Resolution Board (DRB)

If the dispute remains unresolved after the amicable settlement period, the dispute shall be referred to a Dispute Resolution Board (DRB).

- a) The DRB will be constituted solely from the senior management team of the Client at its Head Office (HO). No external person or third party will be involved in this process.
- b) The DRB shall be tasked with reviewing the dispute and providing a recommendation or resolution within 45 days from the date the dispute is referred to it. The decision of the DRB shall be binding on both parties unless challenged under the Arbitration clause below.
- c) In the event the DRB fails to resolve the dispute within the prescribed time, or if either party is dissatisfied with the DRB's decision, the dispute will proceed to arbitration.

35.5. Arbitration

In the event that the dispute is not resolved by the Dispute Resolution Board or if either party is dissatisfied with the DRB's decision, the dispute shall be finally resolved by Arbitration. The arbitration proceedings shall be conducted in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, or any statutory modification thereof.

- a) The arbitration shall be conducted by a sole arbitrator agreed upon by both parties. If the parties are unable to agree on an arbitrator, the arbitrator shall be appointed by the Chief Justice of the Delhi High Court or a person designated by the Chief Justice.
- b) The arbitration shall be conducted in English and shall take place in Delhi, India.
- c) The arbitrator's decision shall be final and binding on both parties.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

- d) The costs of arbitration shall be borne equally by both parties unless the arbitrator decides otherwise.

35.6. Jurisdiction and Venue

The courts at Delhi, India, shall have exclusive jurisdiction over all disputes and legal proceedings arising from or relating to the Contract. Both parties expressly consent to the jurisdiction of the courts at Delhi for the purpose of enforcement of any judgment or award.

35.7. Interim Relief

Notwithstanding the above, either party may seek interim relief from a court of competent jurisdiction at any time before or during the dispute resolution process, in order to preserve its rights or prevent any irreparable damage or harm.

35.8. No Suspension of Work

The Supplier shall continue with the performance of its obligations under the Contract, including the supply of Material(s), during the dispute resolution process unless the Client has issued a formal suspension order. Non-payment of money or non-performance of obligations by the Client shall not relieve the Supplier of its responsibilities to continue the work.

36. Bank Guarantee Formats

Provision of Bank Guarantee Formats:

- 36.1. **Bank Guarantee Formats:** The Client shall provide the Supplier with the required formats for **Bank Guarantees** as per the terms and conditions stipulated in the Contract, including but not limited to:

- a. Performance Bank Guarantee
- b. Advance Payment Bank Guarantee
- c. Retention Money Bank Guarantee
- d. Security Deposit Bank Guarantee, if applicable.

36.2. Availability of Formats:

- 36.2.1. **The Supplier shall be provided with the Bank Guarantee formats within [X] days from the date of contract execution or from the date of any event that triggers the requirement for a Bank Guarantee (e.g., Advance Payment, Performance Guarantee).**

- 36.2.2. These formats shall be made available either through the following means: - Directly from the Client's Contract Administrator or Authorized Representative. - Via the Client's designated electronic document management system (if applicable), accessible to the Supplier.

- 36.2.3. **Request for Formats:** In the event the Supplier does not receive the Bank Guarantee formats as specified, the Supplier may request the required format(s) in writing. The Client shall make the necessary formats available to the Supplier within [X] days of receiving such a request.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

- 36.3. Compliance with Format:** The Supplier shall ensure that the Bank Guarantees are furnished in strict accordance with the formats provided by the Client. Any deviations from the prescribed format shall be subject to the Client's approval.
- 36.4. Submission of Bank Guarantees:** The Supplier shall submit the original Bank Guarantees to the Client at the appropriate stages, as per the terms of the Contract, and ensure that they are valid for the required period as per the contractual obligations.
- 36.5. Costs of Bank Guarantees:** All costs, charges, and fees related to the issuance and renewal of the Bank Guarantees shall be borne by the Supplier unless otherwise agreed by the parties in writing.

37. Notices & Contact details

37.1. Notices:

Any notices, requests, claims, or communications required or permitted to be given under this Contract shall be made in writing and shall be deemed to have been duly delivered:

- **By hand delivery** to the relevant party's authorized representative.
- **By email** to the designated email address, provided that the sender receives an acknowledgment of receipt.
- **By registered mail or courier** to the relevant address provided in this Contract.

37.2. Client's Contact Details for Clarifications:

For any clarification or further information regarding any clause of this Contract, the Supplier shall contact the Client at the following address:

- **Key Person of Client's Name:** *mentioned in SCC*
- **Authorized Representative:** *mentioned in SCC*
- **Address:** *mentioned in SCC*
- **Telephone Number:** *mentioned in SCC*
- **Email Address:** *mentioned in SCC*

- 37.3.** All notices, queries, or requests for clarification related to the contract should be directed to the above-mentioned contact details.

37.4. Supplier's Contact Details for Notices:

Similarly, for any notices or clarifications to the Supplier, the following contact details will be used:

- **Supplier's Name:** *to be submitted along with the tender on letter head*
- **Authorized Representative:** *to be submitted along with the tender on letter head*
- **Address:** *to be submitted along with the tender on letter head*
- **Telephone Number:** *to be submitted along with the tender on letter head*
- **Email Address:** *to be submitted along with the tender on letter head*

38. Other Conditions - Miscellaneous Provisions

38.1. Governing Laws

The Contract shall be governed by and construed in accordance with the laws of India. The courts located in Delhi, India, shall have exclusive jurisdiction over any disputes arising out of or in connection with this Contract.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

38.2. Change in Constitution of the Contractor's Company

The Contractor shall not alter, modify, or change the constitution, ownership, or control of their company, including any changes in the composition of partners, directors, or shareholders, during the term of the Contract or any extension thereof, without the prior written consent of the Client. Any such change without the Client's approval shall be considered a breach of the Contract and may result in termination as per the applicable provisions of the Contract.

38.3. Confidentiality of Information

All information, whether oral or written, disclosed by the Client to the Contractor, or any person acting on behalf of the Contractor, including but not limited to technical, financial, or operational details, shall be considered confidential, restricted, and proprietary to the Client. Except as expressly permitted under the terms of this Contract, the Contractor shall not disclose, reproduce, or distribute any such information in any form, either directly or indirectly, without the prior written consent of the Client. Such information may only be used by the Contractor as necessary to fulfil its obligations under this Contract and in accordance with the terms herein.

38.4. Entire Agreement:

This Contract, including all documents referred to herein, constitutes the entire agreement between the Client and the Supplier. Any prior understandings, representations, or agreements, oral or written, regarding the subject matter of this Contract are hereby superseded and replaced in their entirety by this Contract.

38.5. Severability:

If any provision of this Contract is found to be invalid, illegal, or unenforceable by any court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

38.6. No Waiver

Failure by either party to enforce any provision or exercise any right under this Contract shall not be deemed a waiver of such provision, right, or any other provision or rights in the future. A waiver shall only be effective if expressly granted in writing by the authorized representative of the party waiving the right, and such waiver shall apply solely to the specific instance and purpose for which it is given.

No waiver shall be implied from any conduct, action, or inaction by either party, including any delay in enforcing contractual rights. The waiver of any breach or default shall not constitute a waiver of any subsequent breach or default, whether of the same or a different nature.

This clause ensures that all rights and remedies under this Contract remain enforceable unless explicitly waived in accordance with the terms herein.

National Highways Infra Trust



General Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-
26/ RFP/ Projects/PPEs
and CPEs

38.7. Amendment:

Any amendment, modification, or waiver of any provision of this Contract shall only be valid if made in writing and signed by both parties.

38.8. Force Majeure:

Notwithstanding anything to the contrary in this Contract, neither party shall be liable for failure to perform its obligations hereunder if such failure is caused by a Force Majeure event as defined herein. In such cases, the affected party shall promptly notify the other party of the occurrence of such event.

38.9. Notices:

All notices, requests, or other communications required or permitted under this Contract shall be in writing and shall be deemed to have been duly given when delivered in person, or when sent by registered mail, courier, or email to the respective addresses mentioned in the Contract.

38.10. Language of Correspondence

All correspondence, communication, and documentation related to this Contract shall be conducted exclusively in the English language.

38.11. Successors and Assigns:

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives, except where expressly prohibited.

38.12. Conflict Resolution:

In the event of any conflict or dispute arising out of this Contract, the parties shall first attempt to resolve the matter amicably, and if such efforts fail, resort to the dispute resolution mechanisms as outlined in this Contract.

38.13. Finality of Payment:

All payments made under this Contract shall be final and binding upon both parties, subject to any post-payment adjustments as stipulated in the Contract.

38.14. Supplier's Acknowledgment:

The Supplier acknowledges that they have read, understood, and agreed to all the terms and conditions contained in this Contract and agrees to perform the obligations as specified.

Annexure A 2 – Special Conditions of Contract

National Highways Infra Trust

**Reg. Office : NHAI Building, Plot G-5 & 6,
Sector – 10, Dwarka, New Delhi – 110075**

**Operating Office Address : Unit No: 324,3rd Floor
D-21, Corporate Park, Sector-21, Dwarka,
New Delhi - 110077**

National Highways Infra Trust



Special Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-26/
RFP/Projects/PPEs and CPEs

Contents

| | |
|--|---|
| 1. General | 2 |
| 2. Knowledge and Responsibilities of the Supplier | 2 |
| 3. Scope of Supply | 2 |
| 4. Delivery and Timeframe | 3 |
| 5. Payment Terms | 3 |
| 6. Risk of Loss and Title..... | 3 |
| 7. Inspections and Acceptance | 3 |
| 8. Warranty and Defects Liability..... | 3 |
| 9. Documentation Requirements | 4 |
| 10. Performance Security..... | 4 |
| 11. Force Majeure | 4 |
| 12. Liquidated Damages for Delay (LD)..... | 4 |
| 13. Insurance Requirements | 4 |
| 14. Price Escalation | 4 |
| 15. Inland Transportation & Insurance Charges..... | 5 |
| 16. Quantity Variation | 5 |
| 17. Exclusions from Supplier's Scope | 5 |
| 18. Special Technical Requirements..... | 5 |
| 19. Alternative Dispute Resolution (ADR) and Arbitration | 5 |
| 20. Bank Guarantees | 6 |

National Highways Infra Trust



Special Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-26/
RFP/Projects/PPEs and CPEs

1. General

The purpose of these **Special Conditions of Contract (SCC)** is to define the specific terms and conditions that govern the **supply of materials** under the Contract, which will be governed by the **General Conditions of Contract (GCC)**. These SCC elaborate on particular areas related to material supply, payment procedures, risk management, delivery schedules, warranties, insurance, and other logistical aspects. They complement and provide additional detail to the GCC, ensuring both the Supplier and Client are aligned on the scope, responsibilities, and expectations for the supply and delivery of materials.

2. Knowledge and Responsibilities of the Supplier

2.1 Supplier's Acknowledgment of Documents

The Supplier shall be deemed to have full knowledge and understanding of all documents forming part of this Contract, whether contained within the main contract or incorporated by reference. By entering into this agreement, the Supplier accepts all terms and conditions stipulated therein. In the event of any ambiguity or conflict between the various contract documents, the Supplier is deemed to have clarified such ambiguities or conflicts with the Purchaser prior to the execution of the contract.

2.2 Supplier's Familiarity with Work Location and Scope

The Supplier shall be deemed to have thoroughly assessed the locations where the work is to be carried out and fully understands the scope of work involved. This includes an evaluation of the resources required to complete the work within the scheduled timeframe. The Supplier is expected to consult with the Engineer-in-Charge to ensure a clear understanding of the job's requirements. In the event that the Supplier's failure to comply with the above results in a delay beyond the scheduled completion date, the Purchaser reserves the right to engage another agency to complete the work at the Supplier's risk and cost.

2.3 Consequences of Non-Conforming Materials

If the quality of the materials supplied does not meet the specified standards and contract requirements, the Purchaser reserves the right to have the work completed by another Supplier. The Supplier will bear the cost of the work done by the alternate Supplier, in addition to a penalty of 20% of the charges incurred by the Purchaser. The total amount will be recovered from the Supplier's outstanding bills.

3. Scope of Supply

3.1 The Supplier shall provide materials as detailed in the **Bill of Materials (BoM)** and **Bill of Quantities (BoQ)**, in accordance with the technical specifications and relevant **Indian Standards (IS)** and **international standards** (refer **GCC Clause 3.0**). The materials must meet all performance and functional requirements as per the contract.

3.2 The Supplier is responsible for ensuring the quality of materials upon delivery to the site, with compliance to all specifications stated in the contract.

National Highways Infra Trust



Special Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-26/
RFP/Projects/PPEs and CPEs

4. Delivery and Timeframe

- 4.1 **Time is of the essence:** The Supplier shall ensure timely delivery in line with the agreed **delivery schedule** (refer **GCC Clause 12.0**). Any delay beyond the stipulated timeline will attract **Liquidated Damages** (as per **GCC Clause 13.0**).
- 4.2 **Delivery Locations:** The materials must be delivered to the designated locations specified in the Contract. The Supplier is responsible for transportation, unloading, and handling unless specified otherwise.

5. Payment Terms

- 5.1 **Advance Payment:** The Supplier is entitled to an advance payment of **[10]%**, upon submission of a **Bank Guarantee (BG)** in Favor of the Client (refer **GCC Clause 5.0**).
- 5.2 **Stage Payments:** Payments shall be made on the following milestones:
- 5.2.1 **[10]%** upon submission and approval of **Shop Drawings** and **technical documentation**.
 - 5.2.2 **[60]%** upon delivery of materials to the site.
 - 5.2.3 **[30]%** after successful inspection and acceptance of materials by the Client's representative (refer **GCC Clause 5.0**).
- 5.3 **Retention:** **[5]%** will be retained from each payment and released after successful completion of the **Defects Liability Period (DLP)**, subject to material acceptance and resolution of any defects (refer **GCC Clause 18.0**).

6. Risk of Loss and Title

- 6.1 **Risk Transfer:** The risk of loss or damage to the materials remains with the Supplier until the materials are delivered and accepted by the Client. Risk transfers to the Client only after acceptance (refer **GCC Clause 24.0**).
- 6.2 **Title Transfer:** The title to the materials shall pass to the Client once full payment is made for the supplied materials (refer **GCC Clause 24.0**).

7. Inspections and Acceptance

- 7.1 **Pre-Dispatch Inspection:** The Supplier shall allow inspection by the **Third-Party Inspection Agency (TPIA)** or the Client's representative before dispatch (refer **GCC Clause 18.0**).
- 7.2 **Site-Level Testing:** Upon delivery, the Client shall inspect the materials for conformity to the contract specifications. Materials failing the inspection shall be rejected and replaced by the Supplier (refer **GCC Clause 18.0**).
- 7.3 **Inspection Release Note (IRN):** The Client will issue an **IRN** once materials are inspected and accepted at the site (refer **GCC Clause 18.0**).

8. Warranty and Defects Liability

- 8.1 **Warranty Period:** The Supplier warrants all supplied materials for a period of **[36] months** from the date of acceptance (refer **GCC Clause 19.0**).
- 8.2 **Defects Liability:** The Supplier shall be responsible for replacing or repairing any defects within the **Defects Liability Period (DLP)** (refer **GCC Clause 19.0**).
- 8.2.1 Defects Liability Period shall be of **[60] Months**.

National Highways Infra Trust



Special Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-26/
RFP/Projects/PPEs and CPES

9. Documentation Requirements

- 9.1 Required documentation for payment includes:
- 9.1.1 **Commercial Invoice** with detailed descriptions, quantities, unit prices, and total amounts.
 - 9.1.2 **Packing List, Delivery Challan, Manufacturer's Test Certificates, Compliance Certificates, and Inspection Release Note (IRN)** (refer **GCC Clause 17.0**).
- 9.2 **Non-Conforming Materials:** Payments will only be processed for materials conforming to contract specifications. Rejected materials will not be eligible for payment until rectified/replaced.

10. Performance Security

- 10.1 The Supplier shall provide a **Performance Security** in the form of a **Bank Guarantee (BG)** of **[5]**% of the Contract Price, valid until the final acceptance of the materials and the issuance of the acceptance certificate (refer **GCC Clause 6.0**).

11. Force Majeure

- 11.1 **Force Majeure Events:** Neither party shall be held liable for failure or delay in performing its obligations due to Force Majeure events, such as **natural disasters, war, epidemics, or strikes** (refer **GCC Clause 27.0**).
- 11.2 The affected party must notify the other party within **[7]** days and provide evidence of the event.

12. Liquidated Damages for Delay (LD)

- 12.1 **LD Calculation:** Liquidated Damages for delay in delivery will be calculated at **[0.5]**% of the total contract value for each day of delay, subject to a maximum of **[5]**% (refer **GCC Clause 13.0**).

13. Insurance Requirements

- 13.1 **Transit Insurance:** The Supplier shall provide **Transit Insurance** covering the full value of the goods from the point of origin to delivery at the site (refer **GCC Clause 10.0**).
- 13.2 **Insurance Coverage:** The insurance shall cover risks such as **damage, loss, theft, and natural disasters** during transportation. The Supplier is responsible for all insurance premiums (refer **GCC Clause 10.0**).
- 13.3 **Additional Insurances:** The Supplier shall also provide insurance for **liability for damage to the Client's property, third-party liability, and workmen's compensation**, as applicable to the contract (refer **GCC Clause 10.0**).
- 13.4 **Documentation:** Proof of all insurances must be submitted to the Client before shipment.

14. Price Escalation

- 14.1 **No Price Escalation:** The prices quoted by the Supplier are fixed and firm for the entire duration of the contract. No price adjustments or escalation will be entertained for material costs, labor, fuel, or any other factor, unless otherwise explicitly agreed in writing by both parties (refer **GCC Clause 5.0**).

National Highways Infra Trust



Special Conditions of Contract for Material Supply

Doc No.: NSPPL/FY 2025-26/
RFP/Projects/PPEs and CPEs

15. Inland Transportation & Insurance Charges

- 15.1 **Transportation:** The Supplier is responsible for the transportation of materials to the designated site, including packaging, loading, and unloading (refer **GCC Clause 9.0**).
- 15.2 **Insurance Charges:** All transportation risks and insurance premiums are the responsibility of the Supplier, including coverage for loss, damage, or theft during transit.

16. Quantity Variation

- 16.1 **Variation in Quantity:** The Client reserves the right to modify the quantities of materials specified in the **BoQ** by a **[25]** % increase or decrease. Any changes will be subject to a mutual agreement on price adjustments (refer **GCC Clause 3.0**).

17. Exclusions from Supplier's Scope

- 17.1 Unless specifically included in the Contract Documents, the following are excluded from the Supplier's scope of supply:
- 17.1.1 Materials and equipment provided by the Employer as free-issue to the Supplier.
 - 17.1.2 Works or services assigned to other parties under separate agreements or contracts.
 - 17.1.3 Items not explicitly mentioned in the Bill of Quantities (BoQ), Bill of Materials (BoM), or Technical Specifications, but reasonably implied to be outside the Supplier's responsibility.
 - 17.1.4 Non-material items such as tools, machinery, testing equipment, and spare parts not specifically listed in the Contract.
- The Supplier shall not be responsible for defects or delays arising from free-issue materials but is responsible for their handling, storage, and installation as per the project requirements.

18. Special Technical Requirements

- 18.1 **Compliance with Specifications:** The Supplier must adhere to the technical specifications for all materials as defined in the contract. Any deviation from the specified technical requirements must be approved by the Client in writing (refer **GCC Clause 15.0**).
- 18.2 **Testing and Inspection:** Additional testing requirements may apply depending on the material type. The Supplier shall cooperate with the Client's inspection and testing processes to verify material compliance.

19. Alternative Dispute Resolution (ADR) and Arbitration

In the event of any dispute or difference arising under this Contract, the parties shall first attempt to resolve the matter through **Alternative Dispute Resolution (ADR)**, as outlined in **Clause 34 of the General Conditions of Contract (GCC)**. If the dispute cannot be resolved through ADR, it shall be referred to **Arbitration** in accordance with **Clause 34 of the GCC** and the **Arbitration and Conciliation Act, 1996** (India). The arbitration proceedings shall be conducted in the manner prescribed under the applicable rules, and the decision of the arbitrator(s) shall be final and binding on both parties.

National Highways Infra Trust

| | | |
|--|---|---|
|  National Highways Infra Trust | Special Conditions of Contract for Material Supply | Doc No.: NSPPL/FY 2025-26/ RFP/Projects/PPEs and CPEs |
|--|---|---|

20. Bank Guarantees

The formats for the **Advance Payment Bank Guarantee** and **Performance Bank Guarantee**, as referred to in **Clause 5** and **Clause 6** of the **General Conditions of Contract (GCC)**, shall be provided separately upon request. The Supplier shall submit the Bank Guarantees in the exact format and for the duration specified in the Contract, without any deviation.

Annexure A3

List of Approved Makes

National Highways Infra Trust

| | | |
|--|---|--|
|  National Highways Infra Trust | Annexure A3 – List of Approved Makes | Doc No: NSPPL/FY 2025-26/ RFP/Projects/PPEs and CPEs |
|--|---|--|

| List of Approved Makes | | |
|------------------------|------------------------|--|
| S. No | Items Description | Name of Approved Suppliers/Vendors |
| 1 | Cement | Ultratech Cement Ltd |
| | | Ambuja Cement- Holcim |
| | | J K Super/Laxmi |
| | | Wonder |
| | | Shree Cement |
| | | Birla/Mangalam Cement |
| | | ACC Ltd |
| 2 | Reinforcement Steel | 1. SAIL |
| | | 2. TATA Steel |
| | | 3. Rastriya Ispat Nigam Ltd [RINL] |
| | | 4. Jindal Steel Power Ltd |
| | | 5. JSW Steel Ltd (Including former JSW Ispat/Ispat industries Ltd) |
| 3 | Plates | Essar Steel Limited |
| | | SAIL |
| | | Jindal Steel & Power Limited |
| | | JSW Steel Ltd (Including former JSW Ispat/Ispat industries Ltd) |
| | | RINL |
| | | Uttam Galva Steel |
| | | Bhushan Steel & Power |
| | | Arcelor & Mittal |
| 4 | Structural Steel | Tata Steel |
| | | SAIL |
| | | RINL |
| | | Jindal Steel Power Ltd |
| 5 | Bitumen (VG 30/ VG 40) | 1. HPCL |
| | | 2. IOCL |
| | | 3. BPCL |
| | | 4. MRPL |
| | | 5. Reliance |
| 6 | Emulsion (RS & SS) | 1. Hincol |
| | | 2. Tiki Tar Shell India Ltd. |
| | | 3. BPCL |
| | | 4. IOCL |
| 7 | Concrete Admixtures | 1. FOSROC |
| | | 2. Sika |
| | | 3. BASF |
| | | 4. Dr. Fixit |
| 8 | AC Pipes | Local vendors complying IS requirement |
| 9 | PVC/HDPE Pipes | FIP |
| | | Astral |

National Highways Infra Trust

| | | |
|--|---|--|
|  National Highways Infra Trust | Annexure A3 – List of Approved Makes | Doc No: NSPPL/FY 2025-26/ RFP/Projects/PPEs and CPEs |
|--|---|--|

| List of Approved Makes | | |
|------------------------|-------------------|------------------------------------|
| S. No | Items Description | Name of Approved Suppliers/Vendors |
| | | Finolex |
| | | Prince |
| | | Supreme Industries Ltd |
| | | Kissan Irrigation Ltd. |
| | | Jain Irrigation |

| List of Approved Makes | | |
|------------------------|---|---|
| S. No | Items Description | Name of Approved Suppliers/Vendors |
| 10 | High Tensile Steel strands | 1. Usha Martin 2. TATA 3. Kataria |
| 11 | Sealant and sealant Primer for PQC | 1. FOSROC 2. Sika 3. BASF 4. Dr. Fixit |
| 12 | Curing Compound | 1. FOSROC 2. Sika 3. BASF 4. Dr. Fixit |
| 13 | Separation Membrane (LDPE) | 1. Vishakha Polyfab 2. D.P. Wires |
| 14 | Hume Pipe | Local vendors complying IS requirement |
| 15 | Paver Blocks | Local vendors complying IS requirement |
| 16 | Drainage Spout | Local vendors complying IS requirement |
| 17 | Sheathing Pipes | 1. Tirupati Plastomatics Private Limited 2. Usha Martin 3. Dynamic 4. Kataria |
| 18 | Expansion joints (Modular/Strip seal) | 1. Dynamic Prestress(I) Pvt Ltd, Navi Mumbai 2. Maurer - Sanfield India Limited 3. Mageba Bridge Products Pvt. Ltd. Kolkata |
| 19 | Bearings | |
| 19.01 | Elastomeric bearing | 1. Dynamic Prestress(I) Pvt Ltd, Navi Mumbai 2. Maurer - Sanfield India Limited 3. Mageba Bridge Products Pvt. Ltd. Kolkata |
| 19.02 | POT-PTFE Bearings | 1. Dynamic Prestress(I) Pvt Ltd, Navi Mumbai 2. Maurer - Sanfield India Limited 3. Mageba Bridge Products Pvt. Ltd. Kolkata |
| 20 | Re Wall: Panels with all accessories like Geo Grid Materials, GI Clamp, etc | 1. Maccaferri 2. Techfab India 3. Strata Geosystems 4. Reinforced Earth India Pvt. Ltd 5. Geosys India Infrastructure Pvt. Ltd. |

National Highways Infra Trust

| | | |
|--|---|--|
|  National Highways Infra Trust | Annexure A3 – List of Approved Makes | Doc No: NSPPL/FY 2025-26/ RFP/Projects/PPEs and CPEs |
|--|---|--|

| List of Approved Makes | | |
|------------------------|---|---|
| S. No | Items Description | Name of Approved Suppliers/Vendors |
| 21 | Geocomposite Material for Filter Media | 1. Maccaferri 2. Strata Geosystems 3. Techfab India |
| 22 | Traffic Signs, Marking and other Appurtenances: | |
| 22.01 | Retro Reflective Tapes for Signages | Any supplier with "3M" Reflective sheet |
| 22.02 | Delineators (Roadway Indicators) | Any supplier with "3M" Reflective sheet |
| 22.03 | Reflective pavement markers (road Studs) | Any supplier with "3M" Reflective sheet |
| 22.04 | Solar blinkers | Any supplier with "3M" Reflective sheet |
| 22.05 | Solar studs with red flashes | Any supplier with "3M" Reflective sheet |

| List of Approved Makes | | |
|------------------------|--|--|
| S. No | Items Description | Name of Approved Suppliers/Vendors |
| 23 | Highways & toll Illumination & Electrical works | |
| 23.01 | High mast | Bajaj/ Philips/ Crompton/ Valmont (upto 70M)/ Trans rail Lighting (up to 30M)/ Utkal (upto 30 M) Sigma Search light (upto 30M) |
| 23.02 | Pole with Single Arm | For GI Poles - Bajaj/ Ridhdhi Poles/ Zenith Poles/ Subham Poles/ Aster Teleservices |
| 23.03 | Median Lighting, Double Arm | For GI Poles - Bajaj/ Ridhdhi Poles/ Zenith Poles/ Subham Poles/ Aster Teleservices |
| 23.04 | Light inside/ under the Structure (i.e. VUP, PUP, Flyover, Toll Plaza canopy etc.) | Wipro/ CGL/ Philips/Bajaj/ GE/ Osram/Havells/ Sigma search light |
| 23.05 | HT Cable | Polycab/KEI / Ravin Cables/ Universal Cable/ Sterlite/ Gupta Power/ CCI/ Torrent Power/ Finolex /RPG |
| 23.06 | LT Cable | Polycab/KEI / Ravin Cables/ Universal Cable/ Torrent/Nicco/ Finolex /RPG/Havells/Cords/Thermos/Delton/Suyog |
| 23.07 | LT Panels | BCH/ Siemens/Schneider/ ABB/ L&T / C&S/ Manish Engineering, Mumbai / Akshar Electric. Baroda /Maktel, Vadodara/ Risha Control, Delhi/ Bharat Engineers, Vadodara/ Vidhyut Control, Ghaziabad/ Pyrotech Electronics, Udaipur/Milestone, Rudrapur I Unilec Engineer,Gurgaon/ Electro Control svstem, Noida |

National Highways Infra Trust

| | | |
|--|---|--|
|  National Highways Infra Trust | Annexure A3 – List of Approved Makes | Doc No: NSPPL/FY 2025-26/ RFP/Projects/PPEs and CPEs |
|--|---|--|

| List of Approved Makes | | |
|------------------------|--|---|
| S. No | Items Description | Name of Approved Suppliers/Vendors |
| 23.08 | Junction Boxes | Sintex/Hensel |
| 23.09 | Cabel Termination | 3M/Yamuna/Raychem/Gala shrinkfit |
| 23.1 | Cable Glands | Comet/VBI/Dowells/HMI/Sunil & Co/ Arup Engg/Quality Precision |
| 23.11 | Conduit | M. Chandra/Supreme/Precision/BEC Industries/ Elmech India |
| 24 | Pavement marking (Hot applied thermoplastic paint) | 1. DG group construction, Pune 2. Kataline group, Mumbai 3. Asian Paint, Mumbai 4. Automark Industries 5. Berger |
| 25 | Chequered Tiles (25mm thk) | Local vendors complying IS requirement |
| 26 | ATMS & Toll Equipment's | 1. Efkon, Mumbai 2. Metro, Delhi 3. Rajdeep, MP |
| 27 | Metal Beam Crash Barrier | 1. Safety First 2. AARNEEL Technocraft Private Limited 3. Vinfab Engineers India Limited 4. GR R Infra Projects Ltd 5. Utkarsh Tubes & Pipes 6. Jindal (india) Limited 7. HI-TECH PIPES LIMITED 8. Prakash Asphaltting and Toll Highways India Limited |

National Highways Infra Trust

| | | |
|--|---|--|
|  National Highways Infra Trust | Annexure A3 – List of Approved Makes | Doc No: NSPPL/FY 2025-26/ RFP/Projects/PPEs and CPEs |
|--|---|--|

| List of Approved Makes | | |
|------------------------|---|--|
| S. No | Items Description | Name of Approved Suppliers/Vendors |
| 28 | Static Weigh Bridge | RICELAKE WEIGHING SYSTEM |
| | | AVERY INDIA LTD |
| | | ESSAE DIGITRONICS PVT. LTD. |
| 29 | Weigh In Motion | 1. Efkon, Mumbai 2. Metro, Delhi 3. Rajdeep, MP` |
| 30 | Aluminium Section | Hindalco |
| | | BALCO |
| | | NALCO |
| 31 | Bajri/Frosted/Wired Glass/ Clear Float Glass(5mm Thick) for Doors, windows, | saint Gobain |
| | | Asahi Float |
| | | Modiguard |
| 32 | Ceramic/ Vitrified Tiles | Somany Ceramics Limited |
| | | Nitco Tiles |
| | | Kajaria Ceramics |
| | | Johnson Tiles |
| | | Asian Granito India Ltd. |
| 33 | Paints | Jotun |
| | | Asian |
| | | Grandpolycoat |
| | | Nerolac |
| | | Berger |
| 34 | Sanitary Fittings | Parryware |
| | | Jaquar |
| | | Hindware |
| | | Cera |
| | | Somany |
| 35 | ACP Panels | Eurobond industries |
| | | Alcan Composites India |
| | | Aludecor Lamination |
| 36 | Cement Board | SHERA cement board by Mahapant fibre cement |
| | | AEROCOR C board from HIL |
| 37 | Mortised Locks & Door Accessories | Assa Abloy India Pvt. Ltd (Yale) |
| | | Everiet |
| | | Godrej & Boyce Manufacturing Company Limited |
| | | Link Group of Industries |
| | | Europa |
| 38 | Pipes-MS Tube & Pipes (Galvanized)(IS 1239/IS 3589) | Tata Steel |
| | | Indus |
| | | Jindal |

National Highways Infra Trust

| | | |
|--|---|--|
|  National Highways Infra Trust | Annexure A3 – List of Approved Makes | Doc No: NSPPL/FY 2025-26/ RFP/Projects/PPEs and CPEs |
|--|---|--|

| | | |
|----|------------------|--------------------------|
| | | Advance Steel Tubes Ltd. |
| | | PS Steel tubes Ltd |
| 39 | Bituminous Paint | Shalimar |
| | | STP |
| | | Tiki Tar Industries |

| List of Approved Makes | | |
|------------------------|--|---|
| S. No | Items Description | Name of Approved Suppliers/Vendors |
| 40 | Gypsum Board False Ceiling/Partition Wall/ Fireproof Partition | Saint Gobain Gyproc India Ltd. |
| | | Borai Gypsum India Pvt. Ltd. |
| | | Gypsonite |
| 41 | Fasteners for Structural Steel | Nexo Fasteners |
| | | Lakshmi precision Screws Ltd. |
| | | Precision Taps & dies pvt. Ltd. |
| | | Bharti |
| | | Deepak fasteners, |
| | | Sundaram fasteners Ltd |
| 42 | Structural Hollow Steel Sections (Square & Rectangular) | Vinay Wires & Poly products (P) limited - (VWPPL) |
| | | Hi Tech Pipes, Limited, TISCO |
| | | Riddhi Steel & Tube Limited |
| 43 | Structural Tubular Sections | TISCO |
| | | Jindal Steel |
| | | SAIL |
| | | Welspun |
| | | Maharashtra Seamless |
| | | Surya Roshni |
| | | Ratnamani |
| | | PSL Industries |
| 44 | RBT/CONCERTINA COIL/BARBED WIRE | Zonate Wire Industries |
| | | Gurukrupa Wire Netting Industries |
| | | A 1 Fence Products Company Pvt. Ltd. |
| | | Sai Wire |
| | | Parmeshwar Wire Products |

For Road Safety/PPE/CPE Items:

| S. No. | Item Description | Make/ Brand/ Confirming Standard |
|--------|---|---|
| 1 | Road Barrier (Interlocking Mechanism) Length: 2000 MM (2 Meter Barricade) | Nilkamal, Dark Eye, BDI, Aktion, Frontier |

National Highways Infra Trust

| | | |
|--|---|--|
|  National Highways Infra Trust | Annexure A3 – List of Approved Makes | Doc No: NSPPL/FY 2025-26/ RFP/Projects/PPEs and CPEs |
|--|---|--|

| | | |
|---|---|---|
| | Material – UV stabilized, virgin polyethylene Minimum weight – 12 KG | |
| 2 | Traffic Cones 750 mm height with heavy injection moulded base. Material – UV stabilized virgin polyethylene. Minimum weight – 4 KG | Nilkamal, Dark Eye, BDI, Aktion, Frontier |
| 3 | Caution Tape (Double tube, with NSPPL logo) 1.5 millimetres thick, 2.5 inches width. Roll length 500 meters | As per Industry standard |
| 4 | Polypropylene –Rope Dia – 6 mm, (Unit – Mtr.) | As per Industry standard |
| 5 | Safety Shoe (Staff) Light Weight Black, Low Ankle, Double Density, Anti slip, Direct Injected PU Sole. | Meets IS 15298: 2016 Part II |
| 6 | Safety Shoe (Workmen) Light Weight Black, Low Ankle, Single Density, Anti slip, Direct Injected PU / PVC Sole. | Meets IS 15298: 2016 Part II |
| 7 | Gumboot (Workmen) Industrial and Protective Rubber Knee and Ankle Boots | IS 5557 (2004) |
| 8 | Safety Jacket (Staff Green) Fluorescent Jacket with Chain on 130 GSM Material – Poly Cotton, With NSPPL Logo | As per Industry standard |
| 9 | Safety Jacket (Workmen Orange) Fluorescent Jacket with 2 side open Orange 100 GSM | As per Industry standard |

National Highways Infra Trust

| | | |
|--|---|--|
|  National Highways Infra Trust | Annexure A3 – List of Approved Makes | Doc No: NSPPL/FY 2025-26/ RFP/Projects/PPEs and CPEs |
|--|---|--|

| | | |
|----|---|--|
| | Material - Poly Cotton, With NSPPL Logo | |
| 10 | Safety Helmet with Chin strap (Staff White) White Helmet with NSPPL Logo | IS Marked 2925 |
| 11 | Safety Helmet with Chin strap (Staff Green) Green Helmet with NSPPL Logo | IS Marked 2925 |
| 12 | Safety Helmet with Chin strap (Workmen Yellow) Yellow Helmet with NSPPL Logo | IS Marked 2925 |
| 13 | Leather Hand Gloves | IS 6994-1 (1973) |
| 14 | Cotton Dotted Hand Glove | IS 6994-1 (1973): safety gloves, Part 1: Leather and cotton gloves |
| 15 | Electrical Safety Hand Gloves | IS 4770 (1991): Rubber Gloves – Electrical Purposes |
| 16 | One side adhesive – Reflective Tape Color – White, Red and Yellow (2-inch Width) Roll length 50 meters | As per Industry standard |
| 17 | Safety Harness (Full Body Harness Safety Belt with 2 Meter Restraint Twisted Rope Double Lanyard) | Conforming to IS 3521 |
| 18 | Rechargeable LED Road Traffic Safety Baton Light Rechargeable LED Road Traffic Safety Baton Light with 2 Flashing Modes (Red & Green) Minimum lens length – 10 inches Minimum Life Span– 8,000 hours | As per Industry standard |

National Highways Infra Trust

| | | |
|--|---|--|
|  National Highways Infra Trust | Annexure A3 – List of Approved Makes | Doc No: NSPPL/FY 2025-26/ RFP/Projects/PPEs and CPEs |
|--|---|--|

| | | |
|----|---|---|
| 19 | Wall Mounted First Aid Box (Empty) Material – Steel Colour: Red & White, Size: 11 Inch * 3 Inch * 13 Inch (W x D x H) | As per Industry standard |
| 20 | Wall Mounted Suggestion Box Material – Steel Size – 11 Inch * 3 Inch * 12.5 Inch (W x D x H) | As per Industry standard |
| 21 | ABC Type Fire Extinguisher (2 Kg) Mild steel sheet (Thickness – 1.5 mm) | IS 15683 Brands (Any) – Ceasefire Safer Safex Minimax Kanex Usha |
| 22 | ABC Type Fire Extinguisher (5 / 6 Kg) Mild steel sheet (Thickness – 1.5 mm) | IS 15683 Brands (Any) – Ceasefire Safer Safex Minimax Kanex Usha |
| 23 | CO2 Type Fire Extinguisher – Stored Pressure (4.5 Kg) Wheeled Carriage | IS2878:2004 Brands (Any) – Ceasefire Safer Safex Minimax Kanex Usha |
| 24 | Fire Stand (4 Bucket Hook) Material – Steel Color – Bright red Size – Height 3.5 FT, 3FT wide Zinc chromate prima and two coats of enamel paint | As per Industry standard |
| 25 | Fire Bucket (Sand Fillable – MS – Indian) 09 KG | IS 2546 (1974/2005) |

National Highways Infra Trust

| | | |
|--|---|--|
|  National Highways Infra Trust | Annexure A3 – List of Approved Makes | Doc No: NSPPL/FY 2025-26/ RFP/Projects/PPEs and CPEs |
|--|---|--|

| | | |
|----|---|--------------------------|
| | Color - Bright red Zinc chromate prima and two coats of enamel paint | |
| 26 | Solar Blinker Solar Blinker mountable on the traffic cone / barricading boards Type- Without Hook/Hook | As per Industry standard |
| 27 | Electrical Rubber Mat Supply of Electrical Insulation rubber mat as per IS 15652 (1 m X 10 m Long) 3mm Thickness, Class-C, for all Toll Plaza's Electrical Pannel room | IS 15652 |

Annexure C1 – Contract Data Sheet for Material Supply

National Highways Infra Trust

Operating Office Address: Unit No: 324,3rd Floor
D-21, Corporate Park, Sector-21, Dwarka
New Delhi - 110077

National Highways Infra Trust



Contract Data Sheet for Material Supply

Doc No.: NSPPL/FY 2025 - 26/RFP/Projects /PPEs and CPEs

| S. No. | Section | Details |
|------------|---|---|
| 1.0 | General Information | |
| | Employer's Name and Address | NHIT Southern Projects Private Limited |
| | Contractor's Name and Address | To be filled by the Contractor. |
| | | |
| | Project Name and Description | NSPPL/FY 2025 -26/RFP/Projects /PPEs and CPEs |
| | Date of Agreement or Commencement | Will be initiated later |
| | Contract Documents (Reference to other documents forming part of the contract) | <ul style="list-style-type: none"> - Special Conditions of Contract (SCC) - General Conditions of Contract (GCC) - Bill of Quantities (BoQ) - Bill of Materials (BoM) - Drawings and Specifications |
| | | |
| 2.0 | Contract Details | |
| | Commencement Date | Within 15 days of issuance of LoA/Order |
| | Intended Completion Date | Within 30 days of issuance of LoA/Order |
| | Defects Notification Period | 12 months for manufacturing defects |
| | Contract Price (including any provisions for escalation or adjustments) | Not Applicable |
| | Currency of Payment | INR (Indian Rupees). |
| | Advance Payment (if applicable) | Not Applicable |
| | | |
| 3.0 | Scope of Works and Specifications | |
| | General Description of the Works | Supply of PPEs and CPEs |
| | Major Items of Work | <ul style="list-style-type: none"> - Material Supply: Supply of materials as per Bill of Materials (BoM). - Quality Assurance: Inspection and testing of materials before and after delivery. - Logistics: Inland transportation, unloading, and storage of materials. |
| | Design Requirements (if applicable) | Not Applicable |
| | Key Milestones and Project Phases | <ul style="list-style-type: none"> - Milestone 1: Dispatch within 15 days of LoA/Order - Milestone 2: Delivery within 30 days of LoA/ Order at the site. - Milestone 3: Final inspection and acceptance of materials within 45 days of LoA/Order |
| | Quality of Supplied Materials | Any discrepancy observed in the material delivered at site viz-a-viz the sample, will result in rejection of the supplied material. In such case, the successful bidder shall be responsible for resupply of approved make and material at the site. For clarification of this clause, the logistics for collection of already supplied material shall be in the scope of the bidder. |
| 4.0 | Time-Related Information | |
| | Period of Completion | Specify the total duration for material supply, e.g., 12 months from the commencement date. |
| | Milestones and Completion Dates | To be intimated later |
| | Time for Completion of Sections (if applicable) | Not Applicable |

National Highways Infra Trust



Contract Data Sheet for Material Supply

Doc No.: NSPPL/FY 2025 - 26/RFP/Projects /PPEs and CPEs

| S. No. | Section | Details |
|------------|--|---|
| | Liquidated Damages | In the event of delay in supply of safety items beyond the agreed delivery schedule, the Supplier shall be liable to pay Liquidated Damages at the rate of 0.5% of the total order value per week of delay, subject to a maximum of 5% of the total order value. The imposition of Liquidated Damages shall not relieve the Supplier of its obligations under the contract. 18% interest clause shall be included for any delay in material supply. |
| 5.0 | Payment Terms | |
| | Payment Schedule | Within 45 days of Delivery of Material at site. |
| | Retention Percentage | Not Applicable |
| | Schedule of Payments | On prorated basis. |
| 6.0 | Performance Security and Bonds | |
| | Amount and Type of Performance Security | As per LoA/Order |
| | Insurance Requirements | In Supplier's scope |
| 7.0 | Site Information | |
| | Location of the Site | As per annexure C 4 |
| | Access to the Site | Provide details regarding access to the site for deliveries and unloading. |
| | Existing Utilities and Services | Not Applicable |
| | Site Conditions (e.g., physical characteristics of the site, environmental concerns) | Not Applicable |
| 8.0 | Insurance and Risk Allocation | |
| | Types of Insurance required under the contract (e.g., contractor's all-risk insurance, third-party liability, etc.) | Transit Insurance in Supplier's scope |
| | Risk Allocation between the Employer and Contractor (e.g., damage, loss, delay) | Risk for damage to materials remains with the Supplier until acceptance by the Client |
| | Indemnity Requirements | The Supplier shall indemnify the Employer against any losses or claims arising from defective materials or failure to meet contractual specifications (refer GCC Clause 22 (Indemnity)). |
| 9.0 | Special Conditions or Provisions | |
| | Special Conditions that may apply to the contract, specific to the project or legal jurisdiction | Not Applicable |
| | Requirements for Performance Testing or Inspections | Not Applicable |
| | Other Relevant Project Conditions (e.g., environmental, governmental regulations) | Not Applicable |

National Highways Infra Trust



Contract Data Sheet for Material Supply

Doc No.: NSPPL/FY 2025 - 26/RFP/Projects /PPEs and CPEs

| S. No. | Section | Details |
|-------------|--|---|
| | Short Supply | It shall be mandatory for the supplier to deliver the complete quantity and category of materials as specified in the Letter of Award (LOA) issued by NSPPL, unless a written instruction to hold or defer supply is provided by NSPPL. In the event of any short supply in quantity or category of materials, NSPPL reserves the right to levy a penalty equivalent to 20% of the cost of the undelivered items. |
| 10.0 | Miscellaneous | |
| | Arbitration or Dispute Resolution Mechanism | As per GCC Clause 34.0 and SCC Clause 19 (pertaining to Dispute Resolution) , any disputes shall be resolved via Arbitration or Mediation . |
| | Force Majeure Provisions | As per GCC Clause 27.0 , Force Majeure conditions will apply to unforeseeable events like natural disasters, strikes, or other factors preventing material supply. |
| | Language of the Contract | The official language of the contract is English. |

11. Key Dates & Milestones

| Event Description | Date & Time | Location / Mode (Online/Offline) |
|---|---|----------------------------------|
| Invitation of RFP | 12.08.2025 | NHIT Office/Offline |
| Last Date for Receiving Queries / Clarifications | 18 th August 2025 | Online |
| Pre-Bid Meeting Date | N.A. | N.A. |
| Pre-Bid Meeting Venue | N.A. | N.A. |
| Client's Response to Queries / Clarifications | 20 th August 2025 | Online |
| Last Date of Bid Submission | 25 th August 2025, 17:00 Hrs | NHIT Office/Offline |
| Submission of Bid Security & Mandatory Documents | Along with Bid documents | NHIT Office/Offline |
| Opening of Technical Bid | 25 th August 2025, 18:00 Hrs | NHIT Office & Online |
| Declaration of Eligible / Qualified Bidders | To be intimated later | Online |
| Opening of Financial Bid | To be intimated later | NHIT Office & Online |
| Letter of Award (LOA) | To be intimated later | Online |
| Bid Validity Period | 120 Days from Submission Date, as per RFP | ---- |
| Signing of Agreement | To be intimated later | NHIT Office & Online |

Note: Dates are indicative and subject to change via addendum.

12. Electronic Submission

| Description | Details |
|-------------|---------|
|-------------|---------|

National Highways Infra Trust



Contract Data Sheet for Material Supply

Doc No.: NSPPL/FY 2025 - 26/RFP/Projects /PPEs and CPEs

| | |
|--|---|
| URL for Bid Submission | https://mt.tyasuite.com/#/login?public_reg=a68f9eb277f60f168baa8741dfe10abafce830477598258b192b19bfaf9cca6a76998090da77762f1bd37d839666d73407652b051215da7d2169b62ffcc68261KCwrUfYz75pjfgIV/nwSsN9Ilz5ZARaxNx6+1xiUpJsfMhDDqgJpDPVX/K0nzCDAm7Vjs90ldjSsepMZ7ToBx5B+7lxGClxe37NLYokTPx1luNnDmEQFFGeZ+kr7W77bLcWiXlSr5io1Vlq/9o8NzmAz785IJVrrzUj7MHE4C5KhgUvi3tDGJxdEnSysrb |
| Bid Submission Deadline | As above clause 2.5 |
| Digital Signature Requirement | Not Applicable |
| Special Instructions to Bidders | Bidders are required to submit their technical and financial bids in both physical and online formats. |
| Process of Online Submission | Attached herewith as Annexure C10 |

13. Eligibility & Qualification Criteria

| Criteria | Requirement | Reference |
|---|---|-----------------------|
| Minimum Cumulative Turnover | ₹ [3,00,00,000] (last [03] financial years) | Ref: RFP Clause 3.6.1 |
| Net Worth Requirement | ₹ [Should be Positive] | Ref: RFP Clause 3.6.1 |
| Solvency Certificate | Not Applicable | Ref: RFP Clause 3.6.1 |
| Financial Data Submission Format | As per Clause 9 of RFP | Ref: RFP Clause 9 |

14. Work Experience

| Criteria | Requirement | Reference |
|---|-------------|-----------------------|
| Minimum Experience for Supply of Similar Items | 5 Years | Ref: RFP Clause 3.2.3 |

15. Sample Submission Requirement:

- NSPPL reserves the right, at its sole discretion, to request the submission of samples for Road Barriers, Traffic Cones (Sr. No. 1 & 2, as per annexure C2), or any other item(s) listed in said annexure prior to the issuance of the Letter of Award (LOA). Submission of samples shall be required only if explicitly requested by NSPPL.
- The successful bidder (L1) will be required to submit (if asked) a sample of Road Barrier and Traffic Cone for physical inspection and reference within 05 days from the notification regarding final evaluation result of the said RFP.
- The sample needs to be submitted at NSPPL's Delhi office (Address as mentioned in the RFP).
- The sample must be identical to the item proposed in the bid and meet all specified requirements and standards as mentioned in the RFP.
- Custody of Sample:**
 - The submitted sample shall remain in the custody of NSPPL until the completion of 100% material delivery and verification.
 - The sample will be used for comparison and verification purposes during the delivery of the materials.
- Return of Sample:**
 - Upon successful completion of the material delivery and verification by NSPPL, the sample shall be returned to the bidder.
 - The bidder shall be responsible for collecting the sample from NSPPL within 10 days after notification.

National Highways Infra Trust

| | | |
|--|--|--|
|  National Highways Infra Trust | Contract Data Sheet for Material Supply | Doc No.: NSPPL/FY 2025 -26/ RFP /Projects /PPEs and CPEs |
|--|--|--|



Annexure C2- Scope of Supply

National Highways Infra Trust

| | | |
|--|--|--|
|  National Highways Infra Trust | Contract Data Sheet for Material Supply | Doc No.: NSPPL/FY 2025 -26/ RFP /Projects /PPEs and CPEs |
|--|--|--|

3.1 Scope of Supply: Engagement of reputed agency for supply of Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs) at projects under NSPPL.

| S. No. | Item Description | Make/ Brand/ Confirming Standard | Minimum Performance Warranty Period | Quantity | Unit |
|--------|--|--|--|----------|-------|
| 1 | Road Barrier (Interlocking Mechanism) Length: 2000 MM (2 Meter Barricade) Material - UV stabilized, virgin polyethylene Minimum weight – 12 KG | Nilkamal Dark Eye BDI Aktion Frontier | 6 months | 590 | Nos. |
| 2 | Traffic Cones 750 mm height with heavy injection moulded base. Material - UV stabilized virgin polyethylene. Minimum weight – 4 KG | (Any) Nilkamal Dark Eye BDI Aktion Frontier | 6 months | 2550 | Nos. |
| 3 | Caution Tape (Double tube, with NSPPL logo) 1.5 millimetres thick, 2.5 inches width. Roll length 500 meters | As per Industry standard | NA | 75 | Nos. |
| 4 | Polypropylene -Rope Dia - 6 mm, (Unit - Mtr.) | As per Industry standard | NA | 3500 | mtr. |
| 5 | Safety Shoe (Staff) Light Weight Black, Low Ankle, Double Density, Anti slip, Direct Injected PU Sole. | Meets IS 15298: 2016 Part II | 1 Year | 550 | Pairs |
| 6 | Safety Shoe (Workmen) Light Weight Black, Low Ankle, Single Density, Anti slip, Direct Injected PU / PVC Sole. | Meets IS 15298: 2016 Part II | 3 months | 550 | Pairs |
| 7 | Gumboot (Workmen) Industrial and Protective Rubber Knee and Ankle Boots | IS 5557 (2004) | 3 months | 220 | Pairs |
| 8 | Safety Jacket (Staff Green) Fluorescent Jacket with Chain on 130 GSM Material - Poly Cotton, With NSPPL Logo | As per Industry standard | 3 months | 750 | Nos. |

National Highways Infra Trust

| | | |
|--|--|--|
|  National Highways Infra Trust | Contract Data Sheet for Material Supply | Doc No.: NSPPL/FY 2025 -26/ RFP /Projects /PPEs and CPEs |
|--|--|--|

| | | | | | |
|----|--|--|----------|------|-------|
| 9 | Safety Jacket (Workmen Orange) Fluorescent Jacket with 2 side open Orange 100 GSM Material - Poly Cotton, With NSPPL Logo | As per Industry standard | 1 month | 1100 | Nos. |
| 10 | Safety Helmet with Chin strap (Staff White) White Helmet with NSPPL Logo | IS Marked 2925 | 1 Year | 290 | Nos. |
| 11 | Safety Helmet with Chin strap (Staff Green) Green Helmet with NSPPL Logo | IS Marked 2925 | 1 Year | 36 | Nos. |
| 12 | Safety Helmet with Chin strap (Workmen Yellow) Yellow Helmet with NSPPL Logo | IS Marked 2925 | 1 Year | 330 | Nos. |
| 13 | Leather Hand Gloves | IS 6994-1 (1973) | 6 months | 110 | Pairs |
| 14 | Cotton Dotted Hand Glove | IS 6994-1 (1973): safety gloves, Part 1: Leather and cotton gloves | NA | 550 | Pairs |
| 15 | Electrical Safety Hand Gloves | IS 4770 (1991): Rubber Gloves - Electrical Purposes | 6 months | 45 | Pairs |
| 16 | One side adhesive - Reflective Tape Color - White, Red and Yellow (2-inch Width) Roll length 50 meters | As per Industry standard | 3 months | 45 | Nos. |
| 17 | Safety Harness (Full Body Harness Safety Belt with 2 Meter Restraint Twisted Rope Double Lanyard) | Conforming to IS 3521 | 3 Years | 51 | Nos. |
| 18 | Rechargeable LED Road Traffic Safety Baton Light Rechargeable LED Road Traffic Safety Baton Light with 2 Flashing Modes (Red & Green) Minimum lens length - 10 inches Minimum Life Span- 8,000 hours | As per Industry standard | 6 months | 75 | Nos. |
| 19 | Wall Mounted First Aid Box (Empty) Material - Steel Colour: Red & White, Size: 11 Inch * 3 Inch * 13 Inch (W x D x H) | As per Industry standard | NA | 15 | Nos. |

National Highways Infra Trust

| | | |
|--|--|--|
|  National Highways Infra Trust | Contract Data Sheet for Material Supply | Doc No.: NSPPL/FY 2025 -26/ RFP /Projects /PPEs and CPEs |
|--|--|--|

| | | | | | |
|----|---|---|--------|-----|------|
| 20 | Wall Mounted Suggestion Box Material - Steel Size - 11 Inch * 3 Inch * 12.5 Inch (W x D x H) | As per Industry standard | NA | 15 | Nos. |
| 21 | ABC Type Fire Extinguisher (2 Kg) Mild steel sheet (Thickness - 1.5 mm) | IS 15683 Brands (Any) - Ceasefire Safer Safex Minimax Kanex Usha | 1 Year | 75 | Nos. |
| 22 | ABC Type Fire Extinguisher (5 / 6 Kg) Mild steel sheet (Thickness - 1.5 mm) | IS 15683 Brands (Any) - Ceasefire Safer Safex Minimax Kanex Usha | 1 Year | 75 | Nos. |
| 23 | CO2 Type Fire Extinguisher – Stored Pressure (4.5 Kg) Wheeled Carriage | IS2878:2004 Brands (Any) - Ceasefire Safer Safex Minimax Kanex Usha | 1 Year | 75 | Nos. |
| 24 | Fire Stand (4 Bucket Hook) Material – Steel Color - Bright red Size - Height 3.5 FT, 3FT wide Zinc chromate prima and two coats of enamel paint | As per Industry standard | NA | 60 | Nos. |
| 25 | Fire Bucket (Sand Fillable – MS – Indian) 09 KG Color - Bright red Zinc chromate prima and two coats of enamel paint | IS 2546 (1974/2005) | 1 Year | 240 | Nos. |

National Highways Infra Trust

| | | |
|--|--|--|
|  National Highways Infra Trust | Contract Data Sheet for Material Supply | Doc No.: NSPPL/FY 2025 -26/ RFP /Projects /PPEs and CPEs |
|--|--|--|

| | | | | | |
|----|---|--------------------------|--------|-----|------|
| 26 | Solar Blinker Solar Blinker mountable on the traffic cone / barricading boards Type- Without Hook/Hook | As per Industry standard | 1 Year | 300 | Nos. |
| 27 | Electrical Rubber Mat Supply of Electrical Insulation rubber mat as per IS 15652 (1 m X 10 m Long) 3mm Thickness, Class-C, for all Toll Plaza's Electrical Pannel room | IS 15652 | 1 Year | 300 | mtr. |

- 3.2 Please refer to Annexure II for Project wise bifurcation for supplying Personal Protective Equipment (PPEs) and Collective Protective Equipment (CPEs).
- 3.3 All costs towards transport and handling for all the materials procured for use in the Works, including all the equipment, labor, machinery, tools and tackles required for supplying the safety items shall be included in the Quoted Price and no extra claim on account of these charges will be entertained.

Annexure C4

Detailed location maps, site layouts, and access points

National Highways Infra Trust

| | | |
|--|--------------------------|---|
|  National Highways Infra Trust | Detailed location | Doc No.: NSPPL/FY 2025-26/ RFP/Projects/PPEs and CPEs |
|--|--------------------------|---|

NSPPL Project Details

| Project | Toll Plaza | SPOC | Delivery Address |
|---|---------------------------|--------------------------------|---|
| Gundugolanu-Devarapalli-Kovvuru (Non-O&M) | Veeravalli Toll Plaza | Samrula Ramesh (9292901828) | |
| Narsannpeta-Ranasthalam-Anandapuram-Anakapalli (Non-O&M) | Madapam Toll Plaza | Ravella Satish (9949334647) | Madapam Village, Madapam Toll Plaza, Narasannapeta Mandal, Srikakulam Dist, Andhara Pradesh 532421 |
| | Nathavalasa Toll Plaza | | Nathavalasa Toll Plaza, NH 16, Nathavalasa Villagae, Denkada, Andhara Pradesh - 535216 |
| | Marripalem Toll Plaza | Boddiraju (7331167904) | |
| | Dakkavanipalem Toll Plaza | | |
| Chittoor-Mallavaram & AP/TN Border to Nalagampalli AP/Karnataka (Non-O&M) | Gadanki Toll Plaza | Senthil Kumar (9843398440) | Gadanki Guest House Address H.No -11-52 PakalaVaripalli, PakalaVaripalli, Chittoor, Andhra Pradesh, Pin code: 517112. Near - Indane Gas Godown |
| | Mahasamudram Toll Plaza | Krishna Chaitanya (7382144311) | Guest House Address- KG Satram 1-12 Locality Cheekurupalli , Cheekurupalli, Chittoor, Andhra Pradesh, Pin code: 517416 |
| Gandhidham (Kandla) - Mundra Port (Non-O&M) | Mokha Toll Plaza | Rajesh Patel Babu | |
| Raipur-Simga-Saragaon-Bilaspur (O&M) | Tarpongi Toll Plaza | Yogesh Tripathi (9621914554) | Tarpongi Toll Plaza NH-30 District: Raipur Pin Code 493221 |
| | Bhojpuri Toll Plaza | Naresh Kumar (8607546666) | Bhojpuri toll plaza NH-130 Bilaspur to Raipur National Highway post office Bilha Thana Hirri District Bilaspur Chhattisgarh pin code 495224 |
| | Mudipaar Toll Plaza | Pallav Kumar Jha (9873804486) | Mudhipar toll Plaza NH- 49, Thana- Bilha Post-Hirri, Bilaspur section Pin code- 495222 (Chhattisgarh) |
| Muzaffarnagar - Haridwar (O&M) | Bhadrabad Toll Plaza | Azad Sharma (8901237860) | |
| | Chhapar Toll Plaza | Jaldeep Kajal (9896210426) | Chhapar Toll Plaza, Near Chhapar Village, NH-334 (Old NH-58), Muzaffarnagar Haridwar Road, Uttar Pradesh PIN code: - 251307 |
| Bareilly - Sitapur (O&M) | Faridpur Toll Plaza | Kasam Khan (8249581589) | Faridpur toll plaza, NH-30, Bareilly Uttar Pradesh, Pin code -243503 |
| | Maigalganj Toll Plaza | Brijesh (8273925868) | Maigalganj toll plaza Dist. Lakhimpur Kheri 261505 |

[illegible]

| Project | Toll Plaza | Delivery Address |
|--|---------------------------|--|
| Gundugolanu-Devarapalli-Kovvuru (Non-O&M) | Veeravalli Toll Plaza | Please refer NHIT Website https://nhit.co.in/assets/ |
| Narsannpeta-Ranasthalam-Anandapuram-Anakapalli (Non-O&M) | Madapam Toll Plaza | |
| | Nathavalasa Toll Plaza | |
| | Marripalem Toll Plaza | |
| | Dakkavanipalem Toll Plaza | |
| Chittor-Mallavaram & AP/TN Border to Nalagampalli AP/Karnataka (Non-O&M) | Gadanki Toll Plaza | |
| | Mahasamudram Toll Plaza | |
| Gandhidham (Kandla) – Mundra Port (Non-O&M) | Mokha Toll Plaza | |
| Raipur-Simga-Saragaon-Bilaspur (O&M) | Tarpongi Toll Plaza | |
| | Bhojpuri Toll Plaza | |
| | Mudipaar Toll Plaza | |
| Muzaffarnagar – Haridwar (O&M) | Bhadrabad Toll Plaza | |
| | Chhapar Toll Plaza | |
| Bareilly – Sitapur (O&M) | Faridpur Toll Plaza | |
| | Maigalganj Toll Plaza | |

Annexure C10

Process of Online Bid Submission

Process/Step note for Open RFP Online Submission in NHIT

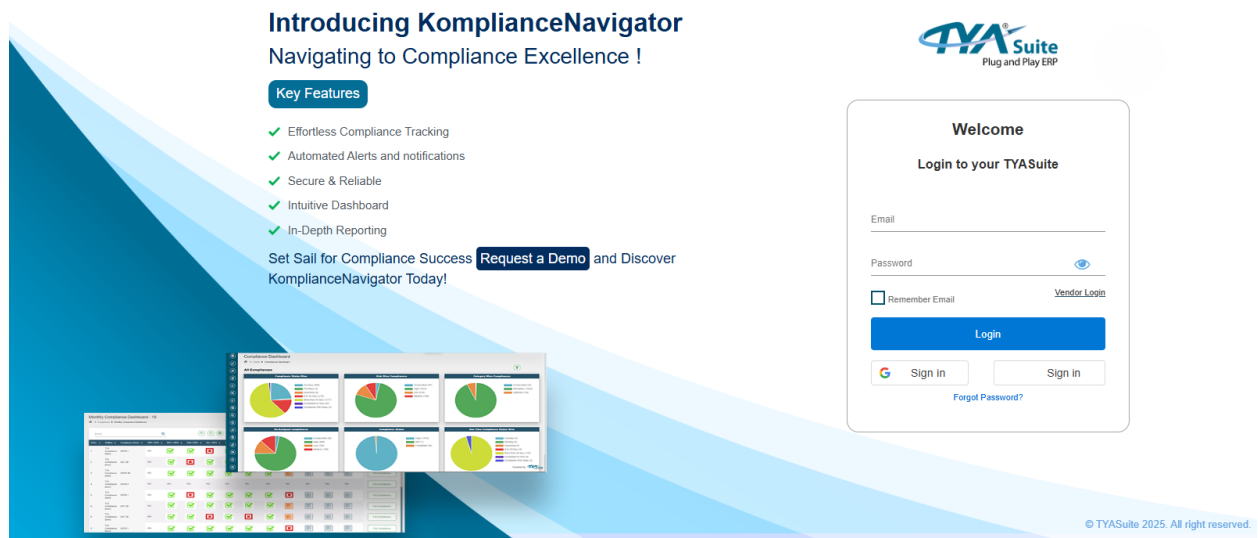
NHIT

TYASuite

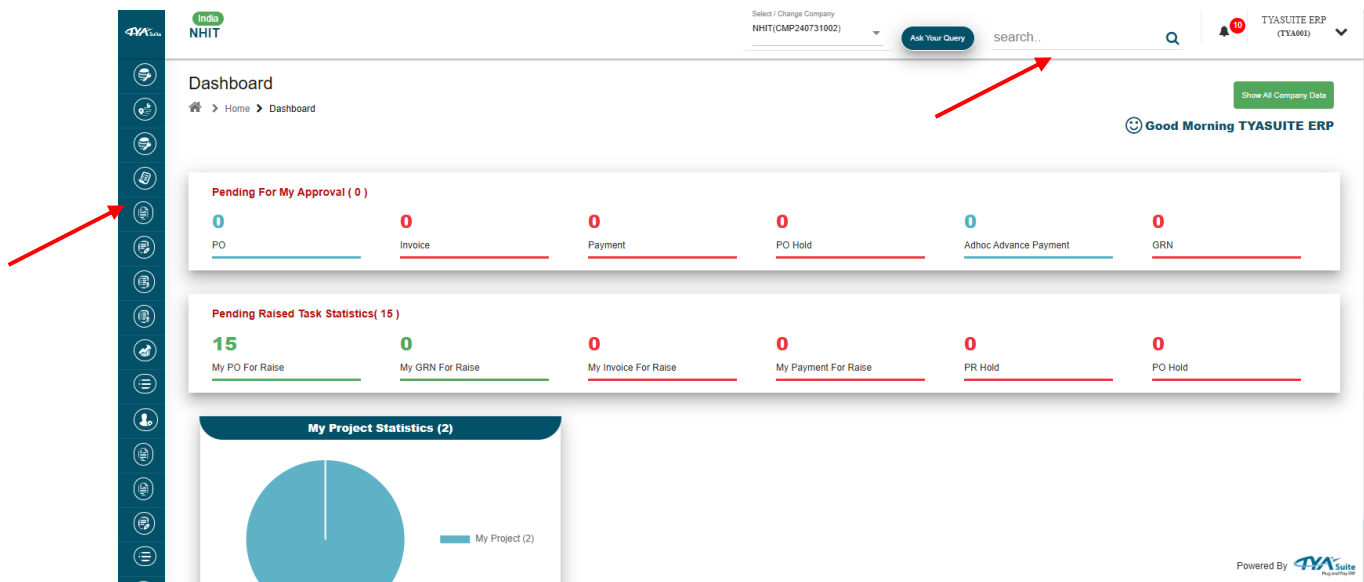
Step 1

Click on the URL: - <https://nhit.tyasuite.com/#/login>

User will land on to page of Login (Refer the screenshot).



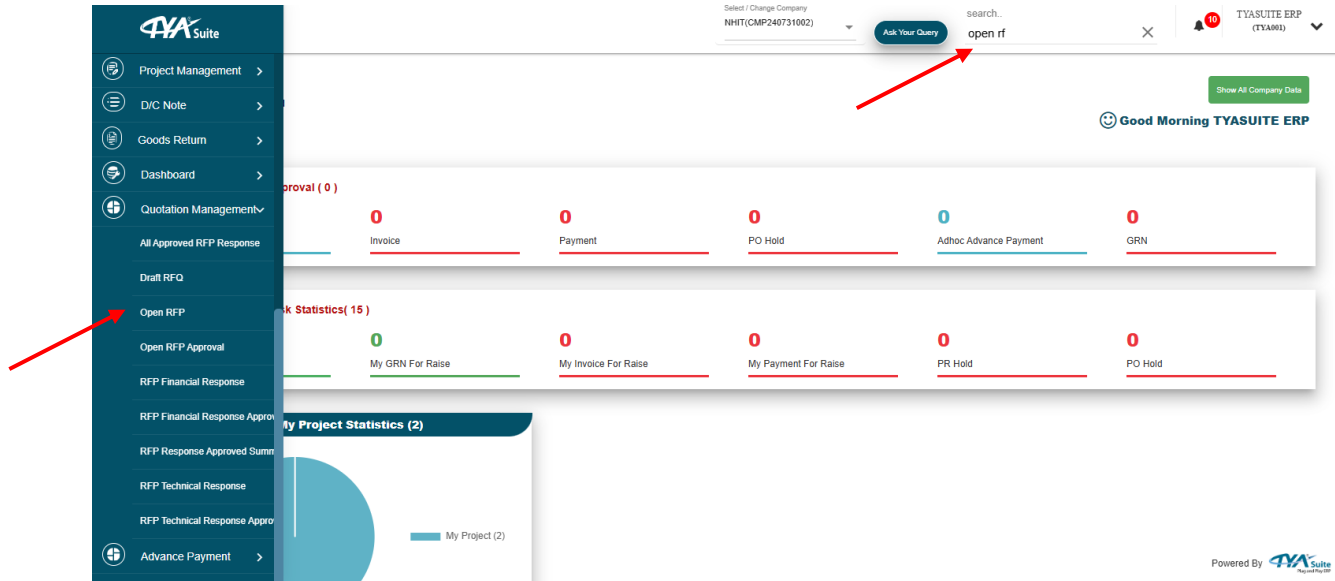
- User will fill the email ID and Password to login by clicking on Login Button.
- After login, User will land on to Dashboard of TYASuite which will look below.



- Dashboard will reveal what access(role) the user has been given
- There is search Option in Top Right Corner as well as Menu Option in extreme left.



Step 2

- User can Search the “Open RFP” in the Search option or else it can be search through the menu option(Refer the screenshot).



- When searched, user will land on to the Open RFP Page(Refer the screenshot)

The screenshot shows the 'Add Open RFP' page in the TYASuite ERP system. The page has a header with the company name 'NHIT' and a search bar. Below the header, there is a form with various fields for adding a new RFP. The fields include RFP Number, RFP Name, RFP Description, Date of Publication, Bid Due Date, Date of Opening Financial Bid, Bid Close Date, Vendor, Selected Vendor, Select Loc, Select Department, Bill To Location, and Employee Who can Open Financial Bid. There are also checkboxes for 'Open RFP' and '2 Step RFP'. At the bottom, there is a table titled 'Submission of Technical Details' with columns for SNo., Requirements, Field Type, Is Mandatory, Attachment, and Action.

| SNo. | Requirements | Field Type | Is Mandatory | Attachment | Action |
|------|--------------|------------|--------------------------|--------------------------|---|
| 1 | Label 1 | Text Box | <input type="checkbox"/> | <input type="checkbox"/> |   |

Following are the fields mentioned in Open RFP Page.

The screenshot shows the SAP RFP form interface. At the top, there's a header bar with the SAP logo and user information. Below it, the main form area is titled 'Submissions of Technical Details'. It contains several sections:

- RFP Details:** A section with a rich text editor for adding details.
- Financial Bid Details:** A section with a table for items, including columns for Item, Item Description, UOM, Quantity, Remarks, and Action.
- Email to send Question PDF:** A section with a table for email recipients, including columns for Email and Action.

At the bottom right, there are buttons for 'Back', 'Save', and 'Save and New'.

Step 3

User will fill the following fields.

- RFP Name: - Name of the RFP has to be filled.
- RFP Description: - Description of the RFP has to be filled
- Date of Publication
- Bid Due Date
- Date of Opening Financial Bid
- Bid Close Date
- Open RFP Dropdown
- 2 step RFP Dropdown
- Employee Who can Open Financial Bid
- Employee Who can Open Technical Bid
- Technical Bid Open Date
- Submission of Technical Details
- Financial Bid Details
- Is Product Master
- Is PR
- Item Description
- UOM
- Quantity
- Remarks

After saving this, User has to submit the document for Approval (if required).


Step 4





Below is the Screenshot of “RFP Approval” Page

- User has to search the Page “Open RFP Approval” in the search box and also from “Side menus given.

List Of RFP Approval - 3

🏠 > Quotation Management > List Of RFP Approval

Search 

| S. No | RFP Number | RFP Name | Date of Publication | Bid Due Date | Date of Opening/Financial Bid | Bid Close Date | Ship To Location | Bill To Location | View |
|-------|------------|----------|---------------------|--------------|-------------------------------|----------------|----------------------|----------------------|---|
| 1 | RFQ00023 | Temp001 | 06-02-2025 | 07-02-2025 | 07-02-2025 | 08-02-2025 | Kora1(000001000) | Kora1(000001000) |   |
| 2 | RFQ00010 | RFQTESTH | 23-07-2024 | 24-07-2024 | 24-07-2024 | 24-07-2024 | Kora1-ARC(000001001) | Kora1-ARC(000001001) |   |

- User has to click on eye button to see the full details of the document.
- The inside page will appear like below as per given by the Document Raiser.

RFP Number : RFQ00023
Bid Close Date : 08-02-2025

RFP Name : Temp001
Open RFP : No

RFP Description :
Vendor :
• Sheet Metal Works (VEN001)
• Syed Brothers Enterprises (VEN002)
Employee Who can Open Financial Bid:
• Mohammad Hani (EMP001)

Date of Publication : 06-02-2025
Technical Bid Open Date :

Bid Due Date : 07-02-2025

Date of Opening/Financial Bid : 07-02-2025

Ship To Location : Kora1(000001000)

Bill To Location : Kora1(000001000)

Submission of Technical Details

| S.No. | Requirements | Field Type | Is Mandatory | Attachment |
|-------|--------------|------------|--------------|------------|
| 1 | Label 1 | Text Box | No | No |

RFP Details:

RFP Documents

Reason for Amend:

Financial Bid Details:-
Product Master PR

| S. No. | PR No | Item Description | UOM | Quantity | Remarks | Action |
|--------|-------|-------------------|--------|----------|---------|--------|
| 1 | | Abc0001 (Temp001) | Number | 10 | sk1 | |
| 2 | | Abc0002 (Temp002) | Number | 10 | sk2 | |
| 3 | | Abc0003 (Temp003) | Number | 10 | sk3 | |
| 4 | | Abc0004 (Temp004) | grams | 10 | sk4 | |
| 5 | | Abc0005 (Temp005) | Number | 10 | sk5 | |
| 6 | | Abc0006 (Temp006) | Number | 10 | sk6 | |

Email to send Quotation PDF:

Back Approve Reject Save

User can Approve or Reject the document by the “Approve” “Reject” Option given in the bottom of the page.

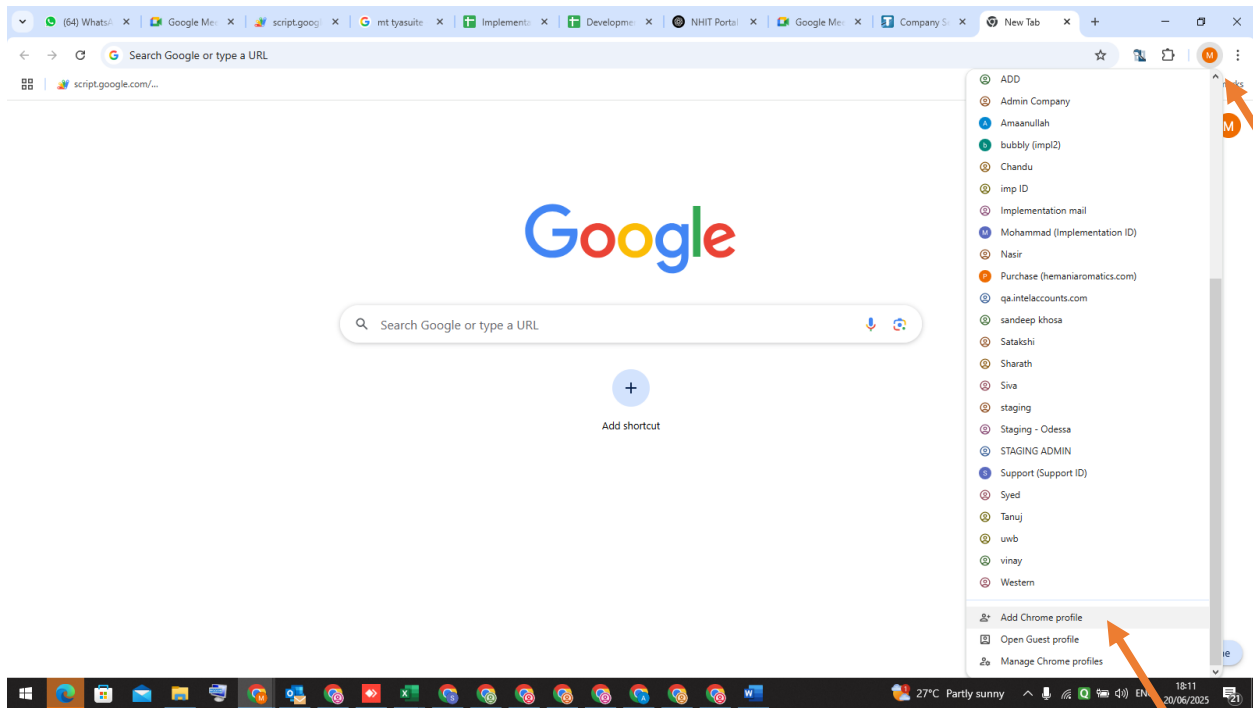
Step 5: - Vendor Login

A link will be generated that will be posted at NHIT Website

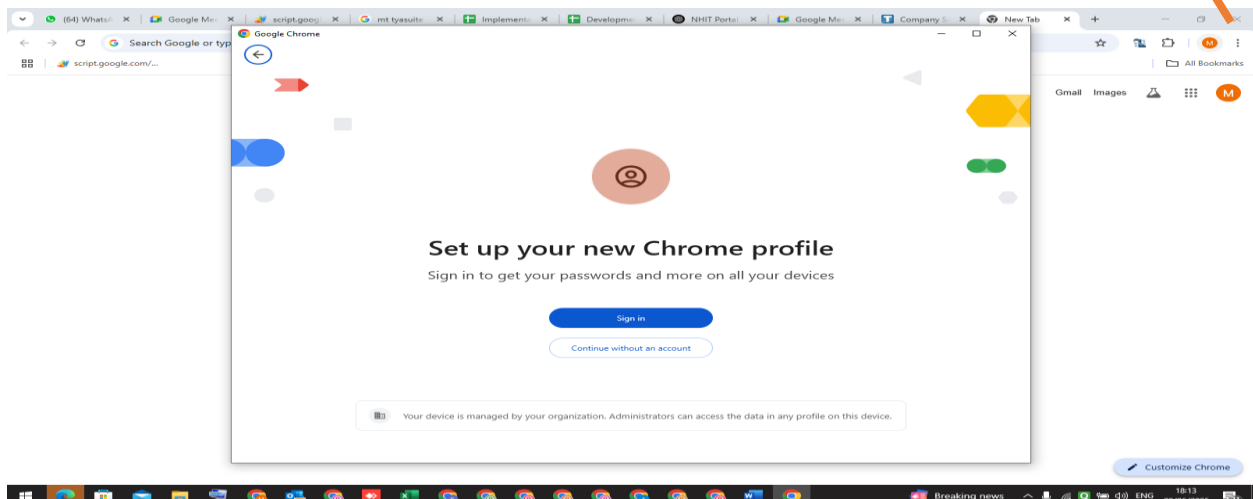
Please make sure to make a new Chrome Profile before Opening a new Link for different Entities as it is necessary to avoid login and password and Link confusions

Here is the step to make a new Google Chrome Profile

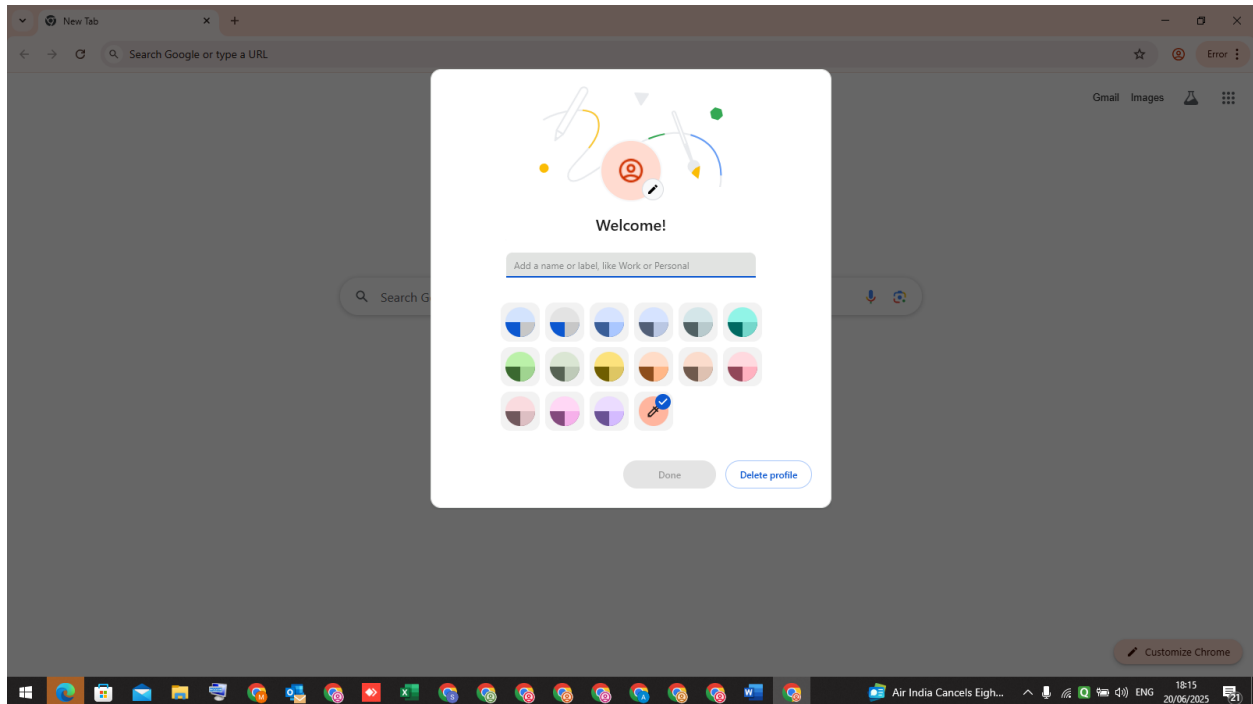
- Go to Google Chrome, Click on the Profile Name shown here.
- Click on the “Add Chrome Profile”



When clicked on “Add Chrome Profile” then this page will appear



- Now click on “Continue without an Account” and the below page will appear.



- Save the Page as per NHIT Entities Name.
- Make 5 Profiles like this as per NHIT Entities Name.
- Click on Done button to save the profile.
- Go to the NHIT Website and then Click on the Particular Link as per entity

Below are the Link for Entities

1. Link for NHIT Entity

https://mt.tyasuite.com/#/login?public_reg=04f58dac471d1d0faaf64535d127893b85780b0f7645b3164d75fca164a14af824ed37fdd34ebfa471de822f7ed82b5731194d2b15acb00867ab4d8d0a2e58e7XIX8XMQRp6YEO4tomjhtOvKBTk8EFahHxNU8jOFKdn0C1KUn8SEap3bjeivM2Ft8t+zkHgS wbn5QC2gMpVTopDQB2r1joYyc1aSsVMslarRyfWbM3cVrQ+XQZv6N5Ny1A2f1Oq382feeBXbfuFDPYNC5dQvXyqtN/g1BxtMSRel/KIlp4kJK8Yonvd62U5JU

2. Link for NHIM

https://mt.tyasuite.com/#/login?public_reg=72551be97dae469d4fe4569cc4346d2229cb418f68bf757bb2636c4d3a5e95f121496c8f7fac904ef8bcd3c4b7c616ba2bd844a0bc42e1d9526fbfd085e42be910ZteJX4Co9XZe/rlwvKafqi3UTpF+CmeEHrfM+p07LCXvwpNF4eiRvTxEBQyqlmzC6o3HjmO7RYCstrcaqMwM0989orvkZuE7zOjDgnvjLXHTzNRwYUGGUdSXF74bag0TTEHGsbWl9Je1wD4INFTKxdh8gAaUGqRY8lSqnc8DzRvZ/m8nl0Afha1MQerHmg

3. Link for NEPPL

https://mt.tyasuite.com/#/login?public_reg=0aaf37e9251457250bffd3a42962adec3e4c963c4fe62f3674b56a05bb61abd8c49036f1cb243563de6e29889c0d918c288b026c0e10cea049e1e4dc9749c6feUOISboLsfcgxttbBmGfGMhZvfgE3cqI/o12st2oxgnx9O8hIWpxoNkcD6OAQRqDpwnLGgoGC34NZq47bHc3Mj79iZNpeShehqListmrISSBVmFz8RMdiumQwmwwwKSdr7utlTpQ1NKZc1wvfJFsSwo4QbTWW2hoNoDHIWsDKcMeZ3M5jR2V2qdYcl+9hUUcEC

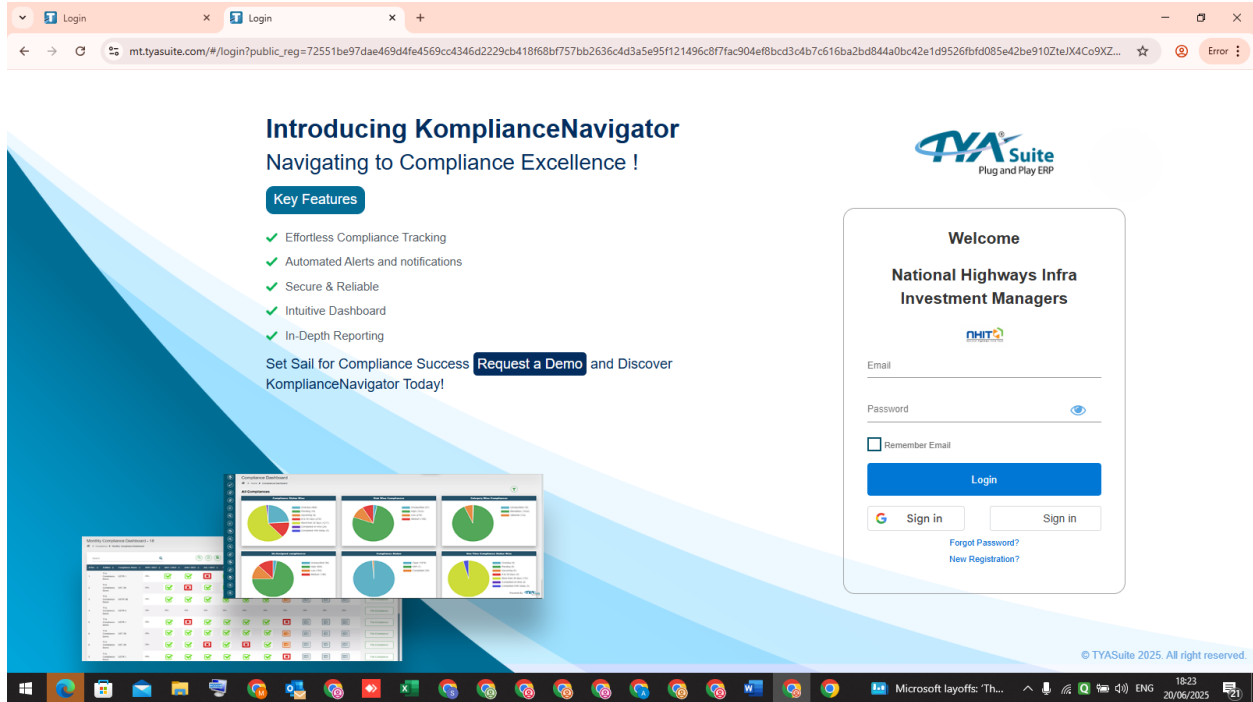
4. Link for NWPPL

https://mt.tyasuite.com/#/login?public_reg=7e8739a27948fbce39f896f0b2e8b98f6f5ed8c28d55ac4d64d235cc85bfa3f4ef0a1e5ce7d38e9edf054de6053fee0acac8d11c03992fa656fe30115276700eOdpdNJDZMB6a7OdbyCk5yXlzWAMBopvINRNaTyn29jj6gUFYruvZvysjU3QNseLC3Yy9h7WtgEBrlK4g0W1Dgn/i6/GrhwX+rxMIXrfMFOjG6MLYyfGkiDHBLyg06JFKQLUgZLNgY+BwFXMs8U+TatiJPkncDdovJ9NDb1Jis09d0EDwz1jfDG8etvV9nY7F

5. Link for NSPPL

https://mt.tyasuite.com/#/login?public_reg=a68f9eb277f60f168baa8741dfe10abafce830477598258b192b19bfaf9cca6a76998090da77762f1bd37d839666d73407652b051215da7d2169b62ffc68261KCwrUfYz75pjfglV/nwSsN9l1z5ZARaxNx6+1xiUpJsfMhDDqgJpDPVX/K0nzCDAm7Vjs90ldJsepMZ7ToBx5B+7lxGClxe37NLRyokTPx11uNnDmEQFFGeZ+kr7W77bLcWiXlSr5io1V1q/9o8NzmAz785lJVrrzUj7MHE4C5KhgUvi3tDGJxdEnSysrb

- Vendor will click on the Link and land on to Vendor Login Page (Refer the screenshot below).



- Here If the Vendor is already registered to NHIT – TYASuite Portal so the Vendor can Directly put the Login ID and Password.
- If the Vendor is new and He has to registered with the Option of “**New Registration**”.
- When Vendor Clicks on “New Registration” then a Page appears to submit some basic details in order to submit the registration details.

- Vendor will submit the following details

- a. Vendor Name
 - b. Email
 - c. Mobile Number
 - d. GSTN Number for Billing Purpose.
- Vendor will submit the details and OTP will be sent to the mail ID given and after He will create a password for Login.
 - When the Password is generated then He can login to the Portal (Vendor Portal), The portal will look like below.

The screenshot displays the Vendor Profile page in the Syed Brothers Enterprises portal. The page features a sidebar menu on the left with various navigation options. The main content area is titled 'Vendor Profile' and includes sections for 'Basic Details', 'Other Details', and a 'Documents' table. The 'Documents' table has columns for SNo., Name, Attached Documents, Attachments, Expiry Date, and Remarks. A blue arrow points to the 'Open RFP' option in the sidebar menu.

| SNo. | Name | Attached Documents | Attachments | Expiry Date | Remarks |
|------|---------|--------------------|----------------|-------------|---------|
| 1 | Pan Doc | | Upload Pan Doc | | |

- When Vendor will click on “Open RFP” from Menu Bar then following page will open.
- List of Open RFPs will appear in the Page. Vendor shall

List Of Open RFP - 5

Quotation By Vendor > List Of Open RFP

| SL NO. | RFQ Number | RFQ Name | RFQ Start Date | RFQ End Date | Technical Bid Open Date | Bid Open Date | Bid Close Date | Status | Date Added | Last | Action |
|--------|------------|----------------|---------------------|---------------------|-------------------------|---------------------|---------------------|--------|---------------------|---------------------|---|
| 1 | RFQ00052 | RFQ OPEN Test8 | 2025-04-16 17:25:14 | 2025-04-16 18:25:21 | 2025-04-16 18:28:03 | 2025-04-16 18:41:21 | 2025-04-16 18:54:21 | Active | 2025-04-16 15:58:27 | 2025-04-16 15:58:27 | + |
| 2 | RFQ00051 | OPEN RFP Test3 | 2025-04-10 16:08:19 | 2025-04-10 16:26:24 | 2025-04-10 16:28:24 | 2025-04-10 16:39:24 | 2025-04-10 16:51:24 | Active | 2025-04-10 14:39:49 | 2025-04-10 14:39:49 | Response Submit Time Over |
| 3 | RFQ00050 | OPEN RFP Test1 | 2025-04-09 16:28:50 | 2025-04-09 16:46:59 | 2025-04-09 16:47:25 | 2025-04-09 16:54:59 | 2025-04-09 17:05:59 | Active | 2025-04-09 15:06:59 | 2025-04-09 15:06:59 | Response Submit Time Over |

- Vendor will submit the Response after clicking on “+” button.
- Vendor will see the following details once he clicks on + button.

RFQ Number : RFQ00052
Bid Close Date : 2025-04-16 18:54:21
Responsible Person Name :
RFQ Location : Pune1 (000001000)
Open RFP : Yes

RFQ Name : RFQ OPEN Test8
Responsible Person Email :
Bid Location : Pune1 (000001000)
RFQ Number :

RFQ Description : RFQ OPEN Test8
Send RFQ to Vendor : No
RFI Number :

RFQ Start Date : 2025-04-16 17:25:14
Status : Active
Employee Who Can Open Bid : Maheshwari Mahesh (00000001)
Technical Bid Open Date : 2025-04-16 18:28:03

RFQ End Date : 2025-04-16 18:25:21
Remarks :

Bid Open Date : 2025-04-16 18:41:21

RFQ Details
Hi Vendors

RFQ Filing Activity List

| Sl No. | Requirements | Value | Attachment | Remarks |
|--------|--------------|-----------|------------|---------|
| 1 | Label 1 : | Submitted | | Ok |

Uploaded RFQ Documents

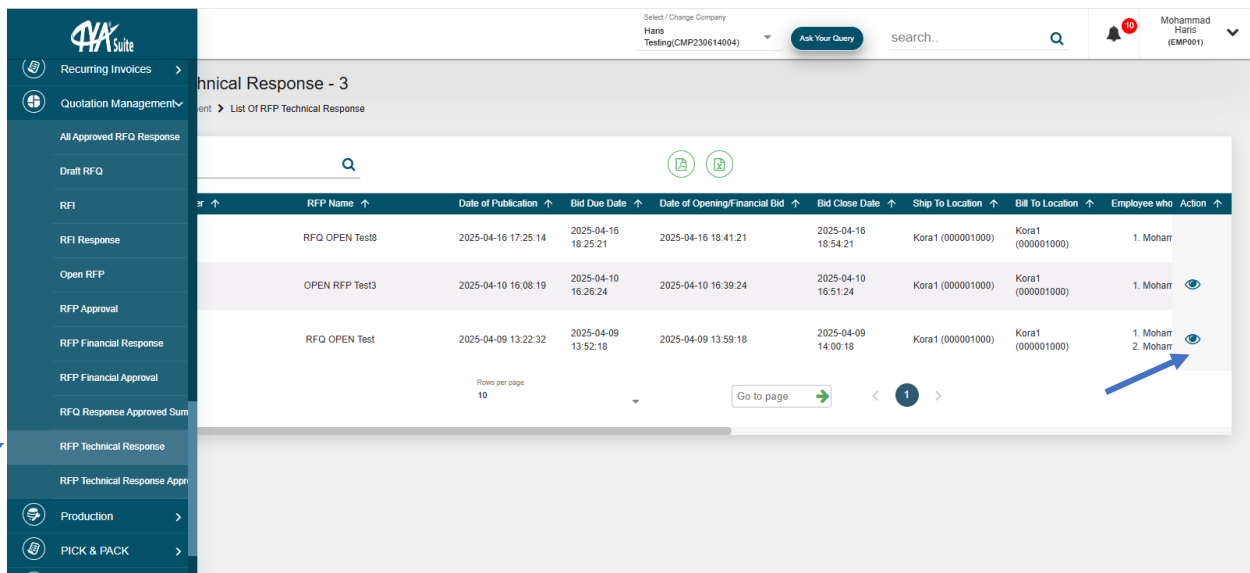
| S. No. | Item Description | UOM | Quantity | GST Type | Item Unit Price (INR ₹) | Total Unit Price (INR ₹) | Total Amount (INR ₹) | Vendor Remarks | Company Attachments | Vendor Attachments |
|--------|--------------------------|-----|----------|----------|---------------------------|----------------------------|------------------------|----------------|---------------------|--------------------|
| 1 | NUTS AND SCREWS (PHOSPH) | Pcs | 10 | | 100 | 100 | 1000 | ok | | |
| | Total | | | | | | 1000 | | | |

- Vendor has to submit the Technical Details with Attachment in the Activity Table and Financial details in Product Table with Pricing and attachments.
- Once Vendor Submits the details, he can change the details till the Bid Time is over.

Step 6: Open RFP Technical Response (Employee Login)

Employee can login to the Portal and can check the Response submitted by the once Bid Due Time is Over.

- User can click on Eye button appearing against the RFP created listing below in the screenshot.



- User can see a Column in Dashboard as “Numbers of Vendors Responded” where counts of the Vendors will appear which will be clickable

List Of RFP Technical Response - 3

Quotation Management > List Of RFP Technical Response

Search

| SL NO. | To Location | Employee who can open Technical Bid | Status | Open RFP | Nos Of Vendor RFO Sent | Nos Of Vendor Responded | RFP Response Approval Status | Date Added | Last Updated | Action |
|--------|-------------------|--|--------|----------|------------------------|-------------------------|------------------------------|---------------------|---------------------|--------|
| 1 | Kora1 (000001000) | 1. Mohammad Haris (EMP001) | Active | Yes | 1 | 1 | Not Yet Submitted | 2025-04-16 15:58:27 | 2025-04-16 15:58:47 | |
| 2 | Kora1 (000001000) | 1. Mohammad Haris (EMP001) | Active | Yes | 1 | 1 | Not Yet Submitted | 2025-04-10 14:39:49 | 2025-04-10 15:26:46 | |
| 3 | Kora1 (000001000) | 1. Mohammad Haris (EMP001) 2. Mohammad Haris (EMP002) | Active | Yes | 2 | 2 | Not Yet Submitted | 2025-04-09 11:56:53 | 2025-04-09 12:19:34 | |

- Details of Vendors will appear once the count is clicked like below screenshot

List Of RFP Technical Response - 3

Quotation Management > List Of RFP Technical Response

Search

| SL NO. | To Location | Employee who can open Technical Bid | Status | Open RFP | Nos Of Vendor RFO Sent | Nos Of Vendor Responded | RFP Response Approval Status | Date Added | Last Updated | Action |
|--------|-------------------|--|--------|----------|------------------------|-------------------------|------------------------------|---------------------|---------------------|--------|
| 1 | Kora1 (000001000) | 1. Mohammad Haris (EMP001) | Active | Yes | 1 | 1 | Not Yet Submitted | 2025-04-16 15:58:27 | 2025-04-16 15:58:47 | |
| 2 | Kora1 (000001000) | 1. Mohammad Haris (EMP001) | Active | Yes | 1 | 1 | Not Yet Submitted | 2025-04-10 14:39:49 | 2025-04-10 15:26:46 | |
| 3 | Kora1 (000001000) | 1. Mohammad Haris (EMP001) 2. Mohammad Haris (EMP002) | Active | Yes | 2 | 2 | Not Yet Submitted | 2025-04-09 11:56:53 | 2025-04-09 12:19:34 | |

Details of the vendor who responded

| SL.No. | Vendor Name | Email | Contact |
|--------|------------------------------------|-------------------------|----------|
| 1 | TYA (TEMPVEN005) | Ulekha.prasad@gmail.com | 75064504 |
| 2 | Syed Brothers Enterprises (VEN002) | harism10@yahoo.in | 82049152 |

- When User will click on eye Icon and can see the Technical Details submitted by the Vendors at one go like below(refer the screenshot).

- User has to check the details of submission for each Vendors and qualify the Vendors by clicking on **“Is Technically Qualified”**.
- Once checked and marked, the user has to submit the Technical Response for Approval.
- User has to go the **“RFP Technical Approval”** and approve it.

List Of RFP Technical Response Approval - 0

Step 7: - RFP Financial Response

Once the Technical response has been submitted then RFP Financial Response will be opened by the User to see the Financial Response

List Of RFP Financial Response - 24

Quotation Management > List Of RFP Financial Response

Search

Open RFP Response

| SL NO. | RFP Number | RFP Name | Date of Publication | Bid Due Date | Date of Opening/Financial Bid | Bid Close Date | Ship To Location | Bill To Loca | Action |
|--------|------------|----------------|---------------------|---------------------|-------------------------------|---------------------|-------------------|-------------------|---------------------|
| 1 | RFQ00052 | RFQ OPEN Test8 | 2025-04-16 17:25:14 | 2025-04-16 18:25:21 | 2025-04-16 18:41:21 | 2025-04-16 18:54:21 | Kora1 (000001000) | Kora1 (000001000) | Show Rank To Vendor |
| 2 | RFQ00051 | OPEN RFP Test3 | 2025-04-10 16:08:19 | 2025-04-10 16:26:24 | 2025-04-10 16:39:24 | 2025-04-10 16:51:24 | Kora1 (000001000) | Kora1 (000001000) | Show Rank To Vendor |
| 3 | RFQ00049 | RFQ OPEN Test | 2025-04-09 13:22:32 | 2025-04-09 13:52:18 | 2025-04-09 13:59:18 | 2025-04-09 14:00:18 | Kora1 (000001000) | Kora1 (000001000) | Show Rank To Vendor |
| 4 | RFQ00047 | RFQT144345bg | 2025-03-21 13:09:52 | 2025-03-21 17:09:57 | | | Kora1 (000001000) | Kora1 (000001000) | Show Rank To Vendor |

- User has to click on eye button to see the Financial Response.
- The Financial Response will be seen for those Vendors which has been Technically qualified.

Submission of Technical Details

| Sl. | Req. | Requirement | Field Type |
|-----|---------|-------------|------------|
| 1 | Label 1 | | Text Box |
| 2 | Label 2 | | Text Area |

Search

Submission of Technical Details

(1) Vendor : Open Bidder (Company: 1000000000)

Search

| Sl. | Req. | Requirement | Field Type | Attachment |
|-----|---------|-------------|------------|------------|
| 1 | Label 1 | | Text Box | |
| 2 | Label 2 | | Text Area | |

(2) Vendor : Open Bidder (Company: 1000000000)

Search

| Sl. | Req. | Requirement | Field Type | Attachment |
|-----|---------|-------------|------------|------------|
| 1 | Label 1 | | Text Box | |
| 2 | Label 2 | | Text Area | |

RFQ Documents

Vendor Selection Type

Manual Selection

| S. No. | Vendor Description | (Open Bidder Company: 1000000000) | (Open Bidder Company: 1000000000) | Selected Vendor Name |
|--------|----------------------------|-----------------------------------|-----------------------------------|----------------------|
| 1 | ROUTING REQUIRED (PROJECT) | | | |

- User will see the Financial + Technical Response and after seeing and selection of Vendor, He can submit the Financial Response.
- User will go to the RFP Financial Approval Page and approve the Line item

List Of RFP Financial Approval - 5

Quotation Management > List Of RFP Financial Approval

Search

| SL NO. | RFP Number | RFP Name | Date of Publication | Bid Due Date | Date of Opening/Financial Bid | Bid Close Date | Ship To Location | Bill To Location | Employee Who | Action |
|--------|------------|---------------|---------------------|---------------------|-------------------------------|---------------------|-------------------|-------------------|--------------|---------------------|
| 1 | RFQ00048 | OPEN RFP Test | 2025-04-09 11:41:11 | 2025-04-09 12:15:17 | 2025-04-09 12:31:17 | 2025-04-09 12:40:17 | Kora1 (000001000) | Kora1 (000001000) | 1. Mr. | Show Rank To Vendor |
| 2 | RFQ00015 | RFQTEST478 | 2024-12-20 10:04:37 | 2024-12-20 10:10:42 | 2024-12-20 10:10:42 | 2024-12-20 10:14:42 | Kora1 (000001000) | Kora1 (000001000) | | Show Rank To Vendor |
| 3 | RFQ00014 | MAIL Test | 2024-12-18 16:29:14 | 2024-12-18 18:29:20 | 2024-12-18 18:30:20 | 2024-12-18 18:35:20 | Kora1 (000001000) | Kora1 (000001000) | 1. Mr. | Show Rank To Vendor |

Step 8: - All Approved RFP Response(Raise PO)

From here A PO can be raised from “All Approved RFP Response”.

List Of All Approved RFQ Response - 18

🏠 > Quotation Management > List Of All Approved RFQ Response

Search 🔍

| SL.NO. | RFP Number | RFP Name | Date of Publication | Bid Due Date | Date of Opening/Financial Bid | Bid Close Date | Ship to Location | Bill To Location | Employee Who can Open F | Action |
|--------|------------|-----------------|---------------------|---------------------|-------------------------------|---------------------|-------------------|-------------------|-------------------------|---|
| 1 | RFQ00050 | OPEN RFP Test1 | 2025-04-09 16:28:50 | 2025-04-09 16:46:59 | 2025-04-09 16:54:59 | 2025-04-09 17:05:59 | Kora1 (000001000) | Kora1 (000001000) | 1. Mohammad Harris (E | <div><div>👁️</div><div>📄</div><div>Raise PO</div><div>Raise Customer Quotation</div><div>Update Agreement</div></div> |
| 2 | RFQ00046 | RFQTESTusvendor | 2025-03-18 13:24:24 | 2025-03-20 13:25:29 | | | Mum (000004000) | Mum (000004000) | | <div><div>👁️</div><div>📄</div><div>Raise PO</div><div>Raise Customer Quotation</div><div>Update Agreement</div></div> |