

Tender No.: NEPPL/FY 2025-26/RFP/Assam/Initial Improvement

Request for Proposal (“RFP”) issued by NHIT Eastern Projects Private Limited (NEPPL) for the Appointment of the Agency/Firm for Execution of Initial Improvement Works (Junction Development, Entry-Exit Development and other miscellaneous works) for the Four Lane NH-27 from Kachugaon to Kaljhar (From Km. 30+000 to Km. 92+671 and Km. 961+500 to Km 1013+000) in the state of Assam.

BID SUMMARY		
1.	Last date and time for receipt of Bidding Documents	07 January 2026 up to 17:00 Hour.
2.	Date and Time of Opening of Bids	07 January 2026 at 18:00 Hour.
3.	Place of opening of Bids	Unit No.: 325, 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 EASTERN PROJECTS PRIVATE LIMITED

Unit No. 325, D21 Corporate Park, Sector 21,
Dwarka, New Delhi – 110077
Email: tender@nhit.co.in
Date of Issue: 24.12.2025

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DISCLAIMER



The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of "NEPPL" 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 NEPPL 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 Agency/Firm for Execution of Initial Improvement Works on main carriageway of the Four Lane with paved shoulder of NH-27 from Kachugaon to Kaljhar (From Km. 30+000 to Km. 92+671 and Km. 961+500 to Km 1013+000) in the state of Assam.**

NEPPL 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 NEPPL 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 NEPPL 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 NEPPL is bound to select any Bidder(s) for any project/ work/ services / transaction. NEPPL 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 NEPPL hereby reserves the right to annul the process at any time prior to the issuance of the Letter of Award 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 NEPPL, or any other costs incurred regarding or relating to its Bid. All such costs and expenses will remain with the Bidder and NEPPL 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

- 1.1 NEPPL invites Bids from eligible parties for **Appointment of Agency/Firm for Execution of Initial Improvement Works on main carriageway of the Four Lane with paved shoulder of NH-27 from Kachugaon to Kaljhar (From Km. 30+000 to Km. 92+671 and Km. 961+500 to Km 1013+000) in the state of Assam.**
- 1.2 **Contract Period:** NEPPL propose to Appoint Agency/Firm for a period of 9 months.
- 1.3 The RFP includes the following documents:
 1. Disclaimer
 2. Section 1 – Notice inviting Tender
 3. Section 2 – Instructions to Bidders
 4. Section 3 – Scope of Works
 5. Section 4 – Form of Technical Proposal
 6. Section 5 – Form of Financial Proposal
 7. Section 6– Undertakings
 8. Annexure I – EHS Terms & Conditions
 9. Annexure II – HR Statutory Compliance Checklist
 10. Annexure III – Terms of Reference/Draft Agreement/Work Order
 11. Annexure IV –Detailed Scope of Work
 - a. Annexure –A1 (BOQ)
 - b. Annexure –A2 Bidder information form
 - c. Annexure – A3 Past works experience, testimonials
 - d. Annexure – A4 Undertaking of Machineries
 - e. Annexure – A5 check list of documents
 - f. Annexure – A6 Declaration of salary payments & compliance of Labor Laws
- 1.4 Brief Description of Bidding Process
 - 1.4.1 NEPPL has adopted two stage evaluation process for selection of the Bidder(s) for award of the work: the technical bid (the “Technical Bid”) and the financial bid (the “Financial Bid”) containing the amount quoted by the Bidder shall be submitted in physical form in the prescribed format (To clarify, the documents should be serially numbered and hard/spiral bound) in the manner and before the date and time specified herein.
 - 1.4.2 After the submission of technical bids, each of the Bidders may be invited to make a presentation (if required) of their proposal to “NEPPL”. The date and time of presentations would be intimated to Bidders separately by email. The Presentation shall be made through either video-conferencing facility or in person meeting at “NEPPL” office.
 - 1.4.3 Only those Bidders whose Technical Bids are found to be responsive and meeting the Minimum Eligibility Criteria (hereinafter referred to as Technically Qualified Bidders) in terms of this RFP, shall be invited to participate in the opening of their Financial Bids. The technically qualified bidders may send their authorized representatives along with an authorization letter on the letter head of the bidder for participation in the opening of the financial bid. The date and time of opening of Financial Bids of such Bidders, will be intimated to them separately by NEPPL through email or uploaded on NHIT website (<https://nhit.co.in/procurement-tender/>). The Financial Bids will be opened physically at the location provided in this document. Only one representative of the Technically Qualified Bidder shall be allowed to attend the opening of the Financial Bids.

1.4.4 The financial proposal of each technically qualified bidder shall be opened and evaluated.

1.5 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 Eastern Projects Private Limited (NEPPL) for Appointment of Agency/Firm for Execution of Initial Improvement Works on main carriageway of the Four Lane with paved shoulder of NH-27 from Kachugaon to Kaljhar (From Km. 30+000 to Km. 92+671 and Km. 961+500 to Km 1013+000) in the state of Assam.**

1.6 **Address for Communication:**

Shri Sandeep Khosa

NHIT Eastern Projects Private Limited (NEPPL)

Unit No.: 325, 3rd Floor, D21 - Corporate Park,

Sector-21, Dwarka, Delhi - 110077.

E mail: tender@nhit.co.in

1.7 **Schedule of Bidding Process:**

The NEPPL shall endeavor 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 Eastern Projects Private Limited (NEPPL) for Appointment of Agency/Firm for Execution of Initial Improvement Works on main carriageway of the Four Lane with paved shoulder of NH-27 from Kachugaon to Kaljhar (From Km. 30+000 to Km. 92+671 and Km. 961+500 to Km 1013+000) in the state of Assam
2.	Date of issue of RFP	24 December 2025
3.	Last date for receiving queries from bidders	31 December 2025
4.	Pre-Bid Queries	No pre-bid meeting. The bidders must submit their queries through email at tender@nhit.co.in which will be replied at NHIT website / through email.
5.	NEPPL's response to queries latest by	02 January 2026
6.	Bid due date (Last date for bid submission)	07 January 2026 up to 17:00 Hour.
7.	Opening of Bids	07 January 2026 at 18:00 Hour. Corporate Office: Unit No.: 325, 3rd Floor, D21 - Corporate Park, Sector-21, Dwarka, New Delhi-110077
8.	Performance Bank Guarantee (PBG)	The Agency/Firm is required to submit a 5% sum of Total Contract Amount (Ex. GST) as Performance Bank Guarantee (PBG) within 15 days of issuance of the LOA/WO by the NEPPL which shall be valid up to contract period.
9.	Earnest Money Deposit (EMD)	Bidder to submit the Earnest Money Deposit (EMD) of INR. 11,50,000/- (Eleven Lac Fifty Thousand) in the form of Demand Draft (Banker's Cheque) in Favor of NHIT Eastern Projects Private Limited (NEPPL).

SECTION 2 – INSTRUCTIONS TO BIDDERS

2.1 **Introduction**

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

2.2 **Proposal**

2.2.1 NHIT Eastern Projects Private Limited (NEPPL) seeks proposals for the **Appointment of Agency/Firm for Execution of Initial Improvement Works on main carriageway of the Four Lane with paved shoulder of NH-27 from Kachugaon to Kaljhar (From Km. 30+000 to Km. 92+671 and Km. 961+500 to Km 1013+000) in the state of Assam** as per scope of work given in Section 3 – Scope of Work of the RFP document.

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 NEPPL address indicated in the RFP or by e-mail to tender@nhit.co.in NEPPL 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 NEPPL 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, NEPPL 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, NEPPL 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**

2.4.1 The proposal shall be submitted as indicated below:

2.4.1.1 **Envelope I** containing the Technical Proposal of the Bidder. The proposal should be in the manner and format as prescribed in RFP Section 4 – Form of Technical Bid.

2.4.1.2 **Envelope II** containing the Financial Proposal of the Bidder. The proposal should be in the manner and format as prescribed in Section 5 – Form of Financial Bid. The financial proposal of only those Bidders shall be opened which meet the technical criteria. Please note that proposals with any conditionality will be summarily rejected.

2.4.2 Your proposal (i.e. the aforesaid two envelopes put in a single sealed envelope marked as “Bid – Proposal **Appointment of Agency/Firm for Execution of Initial Improvement Works on main carriageway of the Four Lane with paved shoulder of NH-27 from Kachugaon to Kaljhar (From Km. 30+000 to Km. 92+671 and Km. 961+500 to Km 1013+000) in the state of Assam**” 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 your entity. No proposal will be entertained after the due date and time, as stated above. NEPPL 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 NEPPL 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 NEPPL, 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 Technical 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. NEPPL will subsequently examine and evaluate the Bids in accordance with the provisions set out.
- 2.6.2 After the submission of technical bids, each of the Bidders shall be invited for making presentation (If required) of their proposal to NEPPL. The date and time of presentations would be intimated to Bidders separately by NEPPL through email. The Presentation shall be made either through video-conferencing facility or in person meeting at NEPPL office.
- 2.6.3 Prior to evaluation of the Technical Bids, the NEPPL shall determine whether each Bid is responsive to the requirements of this RFP.
- 2.6.4 Financial Bid of non-responsive Bidders shall not be opened.
- 2.6.5 To assist in the examination, evaluation, and comparison of Bids, NEPPL 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 email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NEPPL in the evaluation of the Bids.
- 2.6.6 The Bidders would be evaluated on the criteria mentioned in Section 4 of this RFP and shortlisted for the purpose of opening their Financial Bids.
- 2.6.7 Except in case any clarification is asked by NEPPL, no Bidder shall contact NEPPL 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 NEPPL, it should do so in writing at the address prescribed in the Notice Inviting Tender.

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

- 2.7.1 If a Bidder submits more than one Bid against this RFP.
- 2.7.2 If a Bidder is working on 3 or more similar works of NHIT Entities.
- 2.7.3 The physical bid submissions are incomplete/ inadequate to the requirements of the RFP Documents.
- 2.7.4 Documents are submitted loose. (To clarify, the documents should be serially numbered and be submitted in hard bound/spiral bound).
- 2.7.5 If in case the Power of Attorney or the Authority Letter is not provided.
- 2.7.6 If a Bidder submits a conditional Bid or makes changes to the terms and conditions given in this RFP document.
- 2.7.7 Failure to comply with all the requirements of RFP document by a Bidder.
- 2.7.8 If the Bid is not submitted in the formats prescribed in the RFP document.
- 2.7.9 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.
- 2.7.10 If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document.
- 2.7.11 A Bid is 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.

2.8.2 NDA clause to be signed between NEPPL and the Agency/Firm post release of the LOA, if required by NEPPL.

2.9 **Fraud and Corruption**

2.9.1 Bidders would be required to observe the highest standard of ethics during the selection and execution of such work. NEPPL 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 NEPPL and includes collusive practices among bidders (prior to or after submission of proposals) and to deprive the NEPPL of the benefits of free and open competition.

2.9.2 NEPPL will reject a proposal for Appointment/Selection if it determines that the bidder recommended for Appointment has engaged in corrupt or fraudulent activities in competing for the work in question.

2.9.3 NEPPL 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 Appointment for the subject work.

2.9.4 The bidder declared ineligible for corrupt and fraudulent practices by NEPPL in accordance with the above paras shall not be eligible for selection.

2.10 **Consortium of Bidders is not allowed:** To be clarified, Bidder must be a single entity (natural person or a private entity), and not a group of entities (the "Joint Venture") coming together to implement the project. Bids from Joint ventures consortium, combination or any sort of arrangement between two or more than two entities, including Sub-Contracting, are not permitted.

2.11 **Appointment Period**

NEPPL propose to Appoint an Agency/Firm for a period of 9 (Nine) months.

2.12 **Termination**

Please refer to the terms of reference (TOR) of this RFP.

2.13 **Minimum Eligibility Criteria of Qualified Bidders**

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

2.13.1 The Bidder/Company should have cumulative revenue/turnover of a minimum of Rs 40.00 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.

2.13.2 The Bidder shall not be an associate of the Sponsor i.e., NHAI, or NHIT or IDBI Trusteeship Services Limited.

2.13.3 The Bidder should have a minimum technical score of 70 marks as per evaluation criteria mentioned in Section 4. Only those bidders who score the minimum 70 marks shall be considered as Technically Qualified Bidder.

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 or Proprietorship firm.

2.13.5 **Blacklisting:** The bidder should not be debarred/ blacklisted by any Government Agency/ 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.

2.14 **Bid Capacity**

Bidders who *inter alia* meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total bid value (For the calculation purpose total bid value shall be considered 40 crores, however it has no relevance with actual bid value). The available BID capacity will be calculated as per the following, based on information mentioned at 4(A) of Section-4:

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

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

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

B = Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which the bidder has emerged as the winner of the bids or on-going work to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which bidder has emerged as the winner of the bids but LOA has not been issued as on the day before opening the financial bids shall also be considered while calculating value of B.

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

Note:

1. The Statement showing the value of all existing commitments, works for which the bidder has emerged as the winner of the bid as given by bidder and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects **or** Concessionaire / Authorized Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.
2. The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects.
3. The factor for the year for updating to the price level is indicated as under:

Year	Year-1	Year-2	Year-3
Up-dation factor	1.00	1.05	1.10

2.15 **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:

2.15.1 The GST portion that would be released would be proportionate to the amount of work certified as due for payment.

2.15.2 If the GST for any previous invoice is not reflected or reflected incorrectly in GSTR-2B after the due date of filling 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.

- 2.15.3 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.
- 2.15.4 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.

2.16 **Dis-Qualification Criteria:**

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

- 2.16.1 Submit the proposal documents after the bid due date.
- 2.16.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 2.16.3 Failed to provide related clarifications, when sought.
- 2.16.4 Respondent or its directors declared ineligible, debarred by CPSU/ SPSU/ Government companies/Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted.
- 2.16.5 Bidders who submit their bid as JV other than as provided in this document, to meet eligibility criteria will not be considered as qualified bidders. Such, JV bidder will be considered ineligible and summarily rejected.
- 2.16.6 The Bidder had any dispute with NHIT Entities or defaulted in services/works of NHIT.

2.17 **Technical Evaluation Criteria:**

- 2.17.1 Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as per Section 4 - Form of Technical Proposal.
- 2.17.2 The evaluation of the Technical Proposals shall be carried out on a maximum score of 100 as per the methodology mentioned in Section 4 Form of Technical Proposal.
- 2.17.3 The Technical Proposal shall be submitted in physical form along with all supporting documentation/ information as mentioned along with the criteria.
- 2.17.4 The presentation need not be included in the Technical Proposal. The Presentation shall be made as per schedule communicated by NEPPL and a copy of presentation to be submitted on email at the time of presentation, if required. The Bidders would be evaluated on the criteria mentioned in Section - 4 based on their Proposals received and shortlisted for the purpose of opening their Financial Bids.

2.18 **Financial Proposal:**

- 2.18.1 After the short listing of Bidders based on their Technical Proposal including the presentation, the Financial Proposals of only Technically Qualified Bidders would be opened. The Technically Qualified Bidders, if they so desire, may remain present at the time of the opening of the Financial Proposals. The date and time of opening of the Financial Proposals would be shared with the Technically Qualified Bidders.

2.19 **Procedure for Appointment of Agency/s:**

- 2.19.1 Post qualification of the minimum eligibility criteria, the bidder(s) will be selected under the Technical and Financial evaluation method as described in this section and in accordance with the practices of NEPPL.
- 2.19.2 The bidder who qualifies technical criteria meets Bid Capacity criteria as per clause 2.14 herein above and quotes the lowest financial offer (L1) will be eligible for the Appointment.
- 2.19.3 NEPPL proposes to Appoint/Engage one Agency. However, NEPPL reserves the right to Appoint an additional Agency/Firm (s) at its discretion. If an additional Agency/Firm (s) is to be selected, the other Technically Qualified bidders ranked as L2, L3 and so on in that

order would be asked to accept the fee quoted by L1 bidder and the party who accepts the fees may also be appointed as Agency/Firm (s).

2.19.4 In case more than one Agency/Firm (s) is Appointed, NEPPL shall decide the allocation of work between Agency/Firm (s) at its discretion.

2.19.5 In case two or more Bidders have a tie in their combined scores, the relative rankings would be determined such that the Bidder with higher technical score as computed in Section 4 (Technical Proposal) will get higher ranking.

2.20 Timelines and Payment Schedule:

Please refer to the terms of reference (TOR) of this RFP.

2.21 Payment terms:

Please refer to the terms of reference (TOR) of this RFP.

2.22 Documents to be submitted along with the Bid

2.22.1 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.

2.22.2 Bid in the form provided in the RFP duly signed by the authorized representative of the bidder on all pages.

2.22.3 Detailed profile of the Bidder certified by Authorized Signatory of the Bidder.

2.22.4 Documents in support of the claims of Bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages. NEPPL may ask for 3rd party certificates from the Bidder(s), at a later stage.

2.22.5 Undertaking in the format provided in the RFP duly signed by the authorized representative of the bidder on all pages.

2.22.6 Company profile including Registration certificate, GST Certificate and MSME Certificate if applicable.

2.22.7 Experience Certificate self-attested along with copy of Work order/Purchase Orders.

2.23 Financial Bids / Fees

2.23.1 The Bidder is required to submit a financial proposal as per Section 5 – Form of Financial Proposal.

2.23.2 The fee quoted should be unconditional.

2.23.3 NEPPL shall pay the Vendor the fees as per the Financial Proposal of the Bidder, as sole compensation for the Performance of the Works.

2.23.4 The fees shall be payable as per the payment schedule after submission of an appropriate tax invoice.

2.23.5 All the expenses including those related to the scope of work, Further, the Appointed Agency/Firm may be required to conduct site visits as per the request of NEPPL.

2.24 Key Terms and Conditions of Appointment/Engagement

NEPPL reserves the right to curtail or extend the validity period of the Appointed Agency/firm.

2.25 Bank Guarantee:

Please refer to the Term of Reference (ToR) of this document.

2.26 Earnest Money Deposit (EMD)

Bidder to submit the Earnest Money Deposit (EMD) of INR. 11,50,000/- (Eleven Lac Fifty Thousand only) in the form of Demand Draft (Banker's Cheque) in Favor of NHIT Eastern Projects Private Limited (NEPPL). In case Bidder/s found to be non-responsive as per criteria mentioned in this RFP, EMD amount shall be returned to bidder on receipt of written request for the same.

2.27 **Retention Money**

Please refer to the Term of Reference (ToR) of this document.

2.28 **Commencement of Works:**

Please refer to the terms of reference (TOR) of this RFP.

2.29 **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. The bidder shall also confirm that any change in Status of their organization under the above Act shall be duly informed to NEPPL. Any failure on their part in informing them about their changed status shall be the sole responsibility of Bidder.

2.30 **Safety & Work Practice:**

Please refer to Annexure I of the RFP.

2.31 **Indemnification:**

The Agency shall hold NEPPL 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

2.32 **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 NEPPL Employees. You may address the same through email at whistleblow@nhit.co.in.

2.33 **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 NEPPL 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.

2.34 **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 an FM, the contract frees both parties (NEPPL & 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, NEPPL 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.

2.35 **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.

2.36 **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 NEPPL's Interest.

2.37 **Matter of Confidentiality:**

Each Agency/Firm will maintain confidentiality on matters disclosed.

2.38 **LOA / LOE /WO Acknowledgement:**

As a token of acceptance, you are requested to acknowledge the receipt of LoA/WO/PO 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/WO.

2.39 **Right of Removal:**

NEPPL 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 NEPPL also reserves the right to replace/remove/ Appoint any new Agency/Firm as the Agency/Firm for an ongoing or future Requirements at any stage.

2.40 **GENERAL TERMS AND CONDITIONS:**

2.40.1 The Agency/Firm is solely responsible for ensuring the timely submission of their Bids at our office.

2.40.2 The Agency/Firm shall not sublet, subcontract, transfer or assign the package and should offer Terms with 100% Carrying Capacity.

2.40.3 The undersigned reserves the right to reject any or all bids without assigning any reason or whatsoever.

2.41 **GENERAL INFORMATION**

2.41.1 Profile of the Vendor with full particulars of the constitution, ownership, and business activities of the prospective Vendor shall be provided along with the Bid/Proposal.

2.41.2 The bidder shall submit an Analysis of Rates along with their Financial Proposal.

2.41.3 Commitment(s) which shall act either as a constraint or as a conflicting interest in the proposed assignment (if any) shall be provided along with the Bid/Proposal.

2.41.4 The Bidder shall visit the site before submission of Bid/Proposal.

SECTION 3 – SCOPE OF WORKS

Project Name – Initial Improvement Works of the Four Lane with paved shoulder of NH-27 from Kachugaon to Kaljhar (From Km. 30+000 to Km. 92+671 and Km. 961+500 to Km 1013+000) in the state of Assam.

* Detailed Scope is mentioned here as Annexure-IV of this document.

SECTION 4 – FORM OF TECHNICAL PROPOSAL

(On the letter head of the bidder)

To,

Shri Sandeep Khosa – GM Procurement
NHIT Eastern Projects Private Limited (NEPPL)

Unit No.: 325, 3rd Floor, D21 – Corporate Park,
 Sector-21, Dwarka, New Delhi-110077.

E mail: tender@nhit.co.in

Sub: Request for Proposal (“RFP”) issued by NHIT Eastern Projects Private Limited (NEPPL) for Appointment of Agency/Firm for Execution of Initial Improvement Works on main carriageway of the Four Lane with paved shoulder of NH-27 from Kachugaon to Kaljhar (From Km. 30+000 to Km. 92+671 and Km. 961+500 to Km 1013+000) in the state of Assam”.

Section A: General Information

- I. Profile of the organization with full particulars of the constitution, ownership and business activities of the prospective Agency/Firm.
- II. Commitment(s) which shall act either as a constraint or as a conflicting interest in the proposed assignment (if any).

Section B: Technical Information

Sr. No.	Evaluation criteria & scoring guidance	Maximum Points
1	Minimum 7 Years’ Experience in Road Construction field:	
	07 Years to 10 Years: 10 Marks	20
	> 10 Years to 12 Years: 15 Marks	
	> 12 Years: 20 Marks	
2	Cumulative Turnover for Last Three year for Civil construction work:	
	40 Crore to 50 Crore: 15 Marks	25
	>50 Crore to 75 Crore: 20 Marks	
	> 75 Crore: 25 Marks	
3	Experience and Capabilities in Road Construction work	
	a) Experience of 4 Lane Road Construction Cumulative in last 3 year	15
	25 Km to 35 Km: 7 Marks	
	> 35 Km to 45 Km: 10 Marks	
	> 45 Km: 15 Marks	25
	b) Experience of 4 Lane Road overlay work Cumulative in last 3 year	
	35 Km to 45 Km: 10 Marks	
	> 45 Km to 60 Km: 15 Marks	
> 60 Km: 25 Marks		
Documents Required: WOs copies issued by client.		
4	Technical Team Strength & Experience:	15
	· Rating Criteria for this requirement will be as under:	
	<u>Project Manager (max marks:8)</u>	
	Experience of 5 years or more but less than 10 years in civil construction work: 4 marks (1 mark each for 1 such personnel)	
	Experience of 10 years or more in civil construction work - 8 marks (2 mark each for 1 such personnel)	
	Highway cum Pavement Engineer(s): More than 5 years’ experience on highway construction works ((max marks:5)	
1 mark each for 1 such personnel on rolls of the Bidder		

	Quality Control Engineer(s): More than 5 years' experience on QA/QC works (max marks:2)	
	1 mark each for 1 such personnel on rolls of the Bidder	
	Documents Required: Certification of the Authorized Signatory to be provided as proof of Team Strength and Experience.	
	Total Technical Score	100

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

**Name & Signature of Bidder's
Authorized Signatory
Date**

4(A) Information required to evaluate the BID Capacity under clause 2.14:

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

1. A table containing value of Civil Engineering Works in respect of EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 3 years is as follows (the amount of bonus received, if any, shall be indicated separately):

2.

Financial Year	Value of Civil Engg. Works undertaken w.r.t. EPC Projects including bonus, if any (Rs. in Crores)	Amount of bonus (Rs. in Crores)	Net Value excluding bonus (Rs. in Crores)
2023-24/2023			
2022-23/2022			
2021-22/2021			

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

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

4. Amount of bonus received, if any, in EPC Projects during the last 3 years (updated to the price level of the year indicated in Appendix):

Sl. No.	F.Y. / Calendar Year	Amount of Bonus (Rs. in Crores)	Updation Factor	Updated Amount of Bonus (Rs. in Crores)
1	2023-24/2023		1.00	
2	2022-23/2022		1.05	
3	2021-22/2021		1.10	
			Total (C)=	

.....
 Name of the Statutory Auditor's firm:
 Seal of the audit firm: (Signature, name and designation and Membership No. of authorized signatory)

.....
 Signature, name and designation of Authorized Signatory
 For and on behalf of(Name of the Bidder)

:

Date:

Place: _____

To calculate the value of "B"

A table containing the value of all the existing commitments and on-going works to be completed during the next 9 months is as follows:

Sl. No	Name of Project /Work	Percentage of participation of Bidder in the project	Date of issue of LOA / Date of opening of financial bid / Date of start / appointed date of project	Construction period as per Agreement / LOA	Value of contract as per Agreement /LOA ^B	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2023-24/2023 price level
					Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8= (6-7)	9	10(3x 8x #)
	Total								

Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
1	2023-24/2023	1.00
2	2022-23/2022	1.05
3	2021-22/2021	1.10

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

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

.....
.....
Signature, name and designation of
Authorized Signatory

For and on behalf of(*Name of the
Bidder*)

.....
.....
Name of the Statutory Auditor's firm:
Seal of the audit firm: (Signature, name and
designation and Membership No. of
authorized signatory)

Date:
Place:

Date:
Place:_____

SECTION 5 – FORM OF FINANCIAL PROPOSAL

(On the letter head of the bidder)

To,

**Shri Sandeep Khosa – Authorized Signatory,
NHIT Eastern Projects Private Limited (NEPPL)**

Unit No.: 325, 3rd Floor, D21 – Corporate Park,

Sector-21, Dwarka, New Delhi-110077.

E mail: tender@nhit.co.in

Sub: Request for Proposal (“RFP”) issued by NHIT Eastern Projects Private Limited (NEPPL) for Appointment of Agency/Firm for Execution of Initial Improvement Works on main carriageway of the Four Lane with paved shoulder of NH-27 from Kachugaon to Kaljhar (From Km. 30+000 to Km. 92+671 and Km. 961+500 to Km 1013+000) in the state of Assam”.

Financial offer of bidders must be submitted in the following manner (as given below): -

S. No.	Particulars	Amount in INR (Ex. Tax)	Qty.	Total in INR
1	To be filled as per BoQ (Annexure -A1 bill of quantities)			
Gross Total Excluding Tax:				
Amount in Words:				

Name & Signature of Bidder’s Authorized Signatory

Date:

Notes for the bidder

1. The fee quoted shall remain Firm during the term of the contract.
2. 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.
3. 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 6 – UNDERTAKING

(On the letter head of the bidder)

(To be provided by the bidder with their Bid)

To

**Shri Sandeep Khosa – Authorized Signatory,
NHIT Eastern Projects Private Limited (NEPPL)**

Unit No.: 325, 3rd Floor, D21 – Corporate Park,

Sector-21, Dwarka, Delhi:110077, India.

E mail: tender@nhit.co.in

Sub: Request for Proposal (“RFP”) issued by NHIT Eastern Projects Private Limited (NEPPL) for Appointment of Agency/Firm for Execution of Initial Improvement Works on main carriageway of the Four Lane with paved shoulder of NH-27 from Kachugaon to Kaljhar (From Km. 30+000 to Km. 92+671 and Km. 961+500 to Km 1013+000) in the state of Assam”.

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 the proposal.
- 5.2 No other fees/ cost/ expenses/taxes/levies shall be payable by NEPPL or any of its associated entities 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 Appointment. 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 agency/ 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 NEPPL.
- 5.5 The Bidder has adequate infrastructure, personnel, resources to carry out the required Services and are eligible to act as Agency/firm. The Bidder has understood the scope of work properly and shall comply with the terms of the Appointment.
- 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/ Appointed Agency/Firm 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 NEPPL, the NEPPL’s decision shall prevail.

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

Date:

ANNEXURE I – EHS TERMS & CONDITIONS

Health, Safety and Environment

1. General

1.1. Personal Protective Equipment & Safety Appliances

The Contractor / Agency shall provide all the PPE (Personal Protective Equipment) and safety appliances required to carry out the job to all the workmen at its own cost and expenses.

1.2. PTW System (Wherever applicable, Sole discretion of NEPPL)

The Contractor / Agency shall adhere to all the provisions of EHS requirements. In case of non-compliance or continuous failure in the implementation of any of EHS provisions. NEPPL may impose stoppage of work without any cost or time implications /or impose a suitable penalty for non-compliance.

1.3. EHS violation Penalty List in INR

- 1.3.1. Non usage of PPEs – 1000/-
- 1.3.2. Violation of Barricading Requirements 2,000/- 1.3.3. Caution boards/signs not displayed.1000/-
- 1.3.4. Work without PTW system 1000/- (EPC, O&M and Work on Live Road)
- 1.3.5. Usage tools & tackles without valid third-party certification 2000/-
- 1.3.6. Deployment and usage of cranes and equipment without valid third-party certification 5000/-
- 1.3.7. Main carriage way blockage without prior permission 5,000/- 1.3.8. Any other unsafe act and condition 2000/-

Remarks: Fines & Penalties shall be decided & revised by NEPPL project manager. Fines & Penalties amount will be deducted from Contractor / Agency payment. The above penalties are for per violation per occasion basis.

2. Method Statement & HIRA (Wherever applicable, Sole discretion of NEPPL)

The Contractor / Agency shall submit a detailed Work method statement and Hazard Identification & Risk Assessment (HIRA) to NEPPL for review and approval before commencing work.

3. Work on Live Road (Wherever applicable, Sole discretion of NEPPL)

- 3.1. Work Zone – Contractor / Agency shall create and maintain the Traffic control zones as per Section 4 of IRC SP 55 2014 – Advance warning zone, Approach transition zone, Activity zone, Terminal transition zone, Work zone end, ref figure (a) attached as annexure.
 - 3.1.1. Provide MS board with “Arrow marking & Work in progress” display @ 100 meters ahead of the work zone and fix red flags over it for good visibility.
 - 3.1.2. Ensure to provide LED chevron or blinker in case of fog time or working during inadequate illumination.
 - 3.1.3. Display sign boards such as Go Slow, Speed Limit etc.
 - 3.1.4. Deploy flag man along with Red & Green flags with a whistle or virtual flagman to be placed for better visibility and a risk-free approach.
 - 3.1.5. Contractor / Agency should ensure sufficient manpower to provide the safety arrangement on live carriage way.
 - 3.1.6. MS board with display “Men at Work” (900 mm) & Arrow marking should be placed on the live carriageway in particular lane at least 500 m ahead of working place.

4. ISO 14001 and ISO 45001 Requirement

The Contractors and Agencies are encouraged to comply with the requirements of ISO 14001 and ISO 45001.

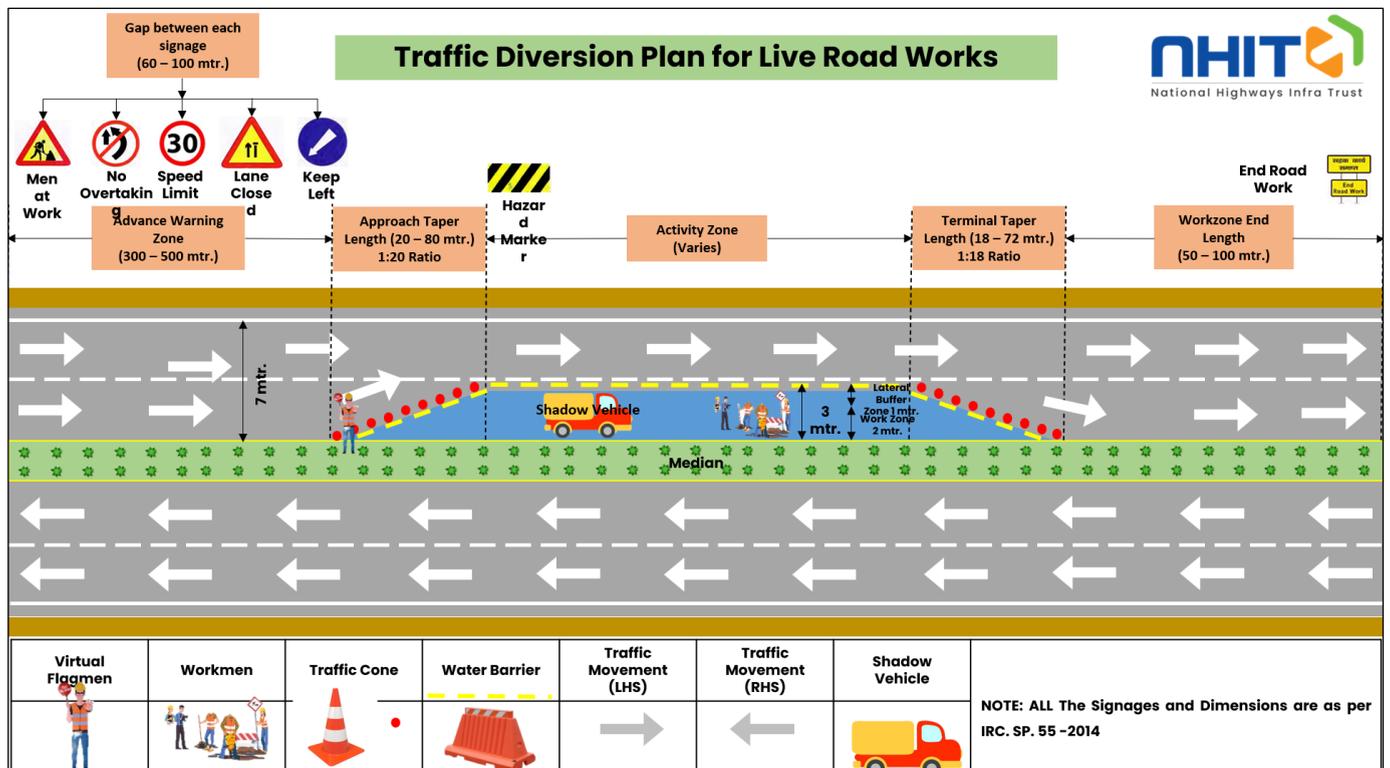
5. Environment

General – The Contractor/Agency shall be responsible for the storage and disposal of any waste generated as a result of its operations and comply with the respective state / central pollution control board regulations.

Routine maintenance/Initial improvement works – The Contractor/Agency shall obtain Consent to Establish (CTE) and Consent to Operate (CTO) at its own cost and expenses from the respective State Pollution Control Board and comply with the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.

Annexure – figure (a)

Note – In addition to the above “Men at Work” (900 mm) & Arrow marking should be placed on the live carriageway at least 500 m ahead of working place.



ANNEXURE II – HR STATUTORY COMPLIANCE CHECKLIST

Name of Agency		Name of Project / Plaza
S No	Record	Description
1	ESIC Registration Certificate	
2	EPF Registration Certificate	
3	PT Registration Certificate	
4	Labour Licesnse under CLRA,1970 & Validity	
5	PSARA License for Security & Gunman	
6	WC Policy Certificate	
7	LWF / BOCW Registration Certificate	

	Description	Remark
	Form A (Register of Employees)	
	Form -B (Register of Wages)	
	Form - C (Register of Loan /Advance/Fine/Damage /Loss /Recovery	
	Form - D (Attendance Register)	
	Form - E (Register of Leave/Rest/Comp- off)	
	EPF Challan	
	EPF Contribution History	
	EPF TRRN Data	
	ESIC Payment receipt	
	ESIC Contribution Statement	
	New Joining / Exit Staff Data (UpdatedForm A)	
	Payment Slips or Bank Endorsed Statement on wages paid	
	LWF or BOCW Cess	
	Professional Tax Payment Challan	
	Payment of Bonus Register	
	Annual Return Under CLRA, 1970	

Annexure III- Terms of Reference (TOR)/Draft Agreement/Work Order

Description of Initial Improvement

Construction of Entry – Exit arrangement, median opening, minor junctions, curve improvement at Kachugaon to Kalijhar (From Km. 30+000 to km. 92+671 and km. 961+500 to Km 1013+000) in the state of Assam.

The procurement of material is under the scope of Contractor for Initial improvement works.

Chainages and proposed works shall be as per the BOQ enclosed However, these may undergo change during the course of work and the Contractor would carry Out the work as instructed by the employer in this context.

Site Visit:

The Bidder, at his own cost responsibility and risk is encouraged to visit, examine and familiarise himself with the site of works and its surroundings including source of borrow earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the Periodic Maintenance The costs of visiting the site shall be at the Bidder's own expense. He may contact the person whose contact details given below;

- a. Mr. Amitav Chakraborty #093955 35351
- b. Mr. Ajay Kumar #085878 28316

1. GENERAL CONDITIONS OF CONTRACT

1 GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (b) "Contract" means the Work order signed by the Parties, to which these General & Special Conditions of Contract are attached, together with all the documents listed therein.
- (c) "GC" means these General Conditions of Contract.
- (d) "Effective Date" means the date on as defined in Clause GC 2.1.
- (e) "Employer" means NHIT Eastern Projects Private Limited
- (f) "Contractor" means _____
- (g) "Party" means the Employer the Contractors, as the case may be, and Parties means both of them.
- (h) "Personnel" means persons hired by the Contractors or it's Sub-Contractor as employees and assigned to the performance of the Services or any part thereof.
- (i) "Services" means the work to be performed by the Contractors pursuant to this Contract, as described in the to be read in conjunction with Scope of Services hereto.
- (j) "Third Party" means any person or entity other than the Employer, the Contractor or a Sub-Contractor.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Employer and the Contractor. The Contractor, subject to this Contract, have complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Authority for Notices, Approval and Consent

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address as mentioned below:

For the Employer :
Correspondence Address :
Attention :

For the Contractor :
Correspondence Address :
Attention :

1.6.2 Notice will be deemed to be effective vide personal delivery or registered official email, on delivery.

1.6.3 A Party may change its address for notice hereabove by giving the other Party written notice of such change with respect to Clause GC 1.6.2.

1.7 Authorized Representatives

For day-to-day operations and correspondence other than matters requiring additional financial implications following officers are authorized from each party. For avoidance of doubt any additional financial implication other than agreed in this Contract a separate approval from Client shall be obtained as mentioned in cl no 1.6.1.

For the Employer :

For the Contractor :

1.8 Taxes and Duties

The amount payable to the Contractor under this Contract is inclusive of all the taxes (except GST, which shall be paid by the Client separately), if applicable.

1.9 Sufficiency of Offer

The Contractor shall be deemed to have satisfied himself before quoting as to the correctness and sufficiency of his enquiry for the services and of the rates and prices in the offer, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the services. If the Contractor is not so satisfied, he must advise the Client immediately in writing before the award of work.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective Date

The Contract Period shall be effective from date of signing of Contract and shall be valid up to 9 months and DLP of 3 years.

2.2 Commencement of Services

The Contractor shall begin carrying out the works from the Effective Date as mentioned in the Contract.

2.3 Completion of Services.

The Contractor shall complete the services as per the agreed schedule as mentioned in the Contract with the Employer from the date of issue of this Contract.

2.4 Expiry of Contract

Unless terminated earlier pursuant to Clause 2.9 or extended as per Clause 2.6 hereof, this Contract shall expire on completion of tenure of contract.

2.5 Entire Agreement

This Contract constitutes a complete and exhaustive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by authorized representative of Employer and authorized person of the Contractor in this behalf by the respective Parties. Any prior written or oral understandings offers or other communications of every kind pertaining to this Contract, or the subject matter hereof are abrogated and withdrawn.

2.6 Variation/Modification/Change of Scope

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Deleted.

2.8 Deleted

2.9 Termination

2.9.1 The Employer may, upon occurrence of any of the events specified in the paragraphs (a) thru' (f) of this clause, terminate this Contract by issuing written notice of not less than seven (7) days unless otherwise specified by the Employer in the notice:

- (a) if the Contractor fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.
- (b) if the Contractor becomes insolvent or bankrupt or enter into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) if the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Contractor submits to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Contractors know to be false;

- (e) if the Concession Agreement is terminated by Authority for whatsoever reasons, the Employer shall terminate this Contract by giving 30 (thirty) days Termination Notice to the Contractor;
- (f) Failure to agree on key parameters of repairs and inspection details and schedule and difference in view as to the performance in relation to the same, this Contract shall stand terminated by giving a 30 (thirty) days Termination Notice;
- (g) The Employer decides it is in the best interest of the project to do so without assigning any reason whatsoever, the Contract will stand terminated by giving a 30 (thirty) days Termination Notice.

2.9.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC hereof, all rights and obligations of the Parties hereunder shall cease, except:

- i. such rights and obligations as may have accrued on the date of termination or expiration.
- ii. the obligation of confidentiality set forth in Clause GC 3.2 hereof;
- iii. any right which a Party may have under the Applicable Law including the Intellectual Property Rights.

2.9.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Contractor shall, immediately upon receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner. The Contractor will provide complete and total support to ensure the transfer of all activities, equipment, vehicles including but not limited to key third party personnel such that the project continues to run in a smooth manner after such Cessation. With respect to documents prepared by the Contractor along with the equipment and materials furnished by the Employer, the Contractor shall proceed as provided, respectively, by Clauses 3.5 hereof. The Contractor will provide full support to the Employer to ensure uninterrupted and proper take-over of all activities by the Employer or a Third Party, if so, instructed by the Employer.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Employer shall make payments to the Contractor pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.

3. OBLIGATIONS OF THE CONTRACTOR

3.1 General

3.1.1 Standard of Performance

The Contractors shall perform the Services and carry out their obligations hereunder with due diligence, efficiency and economy, in accordance with best professional techniques and industry practices and as acceptable to the Employer and shall observe sound management practices. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's interests in any dealings with Third Parties.

3.1.2 Law Governing Services

The Contractor shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that Personnel of the Contractor, comply with the Applicable Law.

3.2 Confidentiality

The Contractor and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

The Contractor shall not disclose such confidential information to any person, other than its own employees who need to know such information in relation to the Services to be provided to the Employer hereunder

provided each such employee has executed in favour of the Employer a binding confidentiality in a format specified by the Employer. The Contractor shall not make any copy of the confidential information of the Employer. The Contractor agrees that a breach or threatened breach of this term may irreparably harm the Employer and that monetary damages may not be an adequate compensation, and that Employer may, without prejudice to any other rights that it may have in this regard, be entitled to injunctive relief and specific performance of this Contract.

Upon the termination or expiry of this Contract or at any time requested by the Employer, the Contractor shall return all the confidential information back to the Employer and certify to the Employer in writing that any medium containing the confidential information of the Employer that could not be so returned has been destroyed in a manner that its subsequent retrieval is rendered impossible by any means.

3.3 Insurance to be taken by the Contractor

The Contractor shall procure and maintain at their own cost, adequate insurances pertaining to their manpower, materials and machinery assets deployed on the Project.

The Contractor shall submit the copies of insurance policy to the Employer and in case required by the Employer amend or modify the insurance policy to the satisfaction of the Employer, If the contractor fails to respond to the Employer's requirements, the Employer reserves the right to amend or modify the request at the contractor's risk and expense

In all the case, the above said liability towards the losses and claims shall remain with the Contractor and the Employer shall in no way and in any case be held responsible for the same.

3.4 Reporting Obligations

The Contractor shall submit to the Employer the reports and documents at each stage of work specified in Scope of Work/Services. The formats of the said reports shall be approved in writing after execution of this document.

3.5 Documents prepared and collected by the Contractor to be the Property of the Employer

The intellectual property rights including copy rights in all the reports and other documents materials prepared by the Contractor for the Employer under this Contract and data/information collected in performing the Services shall become and remain the property of the Employer and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such reports, documents, materials to the Employer. The Contractor shall not use such reports and other documents, materials developed for the Employer either for itself or in favour of any third party at any time.

The Contractor warrants that all designs, concepts, data and material and other assistance (referred to in this sub-clause as 'Materials') provided by it to the Employer in the course of providing Services under this Contract are either owned by it or is possessed by it under valid license with rights to provide it to the Employer under this Contract and the use, possession or distribution of the same to the Employer or any Contractor of the Employer in performing the obligations of the Employer under this Contract will not infringe the intellectual property rights or any proprietary rights of any third parties and Contractor agrees to hold the Employer fully indemnified and harmless and at all times keep the Employer indemnified against any loss, damages, costs and expenses including attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any Third Parties alleging infringement of their intellectual property rights by the use, possession or distribution of the Materials by the Employer.

3.6 Contractor undertakes and warrants that:

a. Notwithstanding, any rights given hereunder to the Contractor in respect of deployment of its personnel, Contractor shall withdraw, on Employer's written notice, any of Contractor's Personnel and to forthwith provide appropriate replacements in lieu thereof, in the event:

- (i) Any Person/Personnel of Contractor is/are found to be negligent or inefficient in any manner or is/are found engaging in any kind of misbehaviour, indiscipline or criminal or immoral activities.
- (ii) Any Person/personnel of Contractor is/are found suffering from any chronic or contagious disease.
- (iii) Any person(s) deployed by it is an impediment and against the interests of Employer's premises.

b. Contractor shall be fully responsible for the acts or omissions of the personnel deployed by it and shall indemnify and keep Employer harmless from time to time against any such loss and expenses thereby caused during the tenure of this Contract.

c. Employer shall not be responsible or liable for any theft, loss, damage or destruction due to any cause whatsoever of any property of Contractor or its Personnel lying at the site, except where such loss/damage is directly attributable to Employer or its employees or to their gross negligence or acts of wilful misconduct.

4. CONTRACTOR'S PERSONNEL AND SUB-CONTRACTORS

The Contractor shall employ and provide such qualified and experienced Personnel as are required to carry out the Services and as may be required to cope up with the work.

The Contractor shall not delegate or subcontract any or part of the works.

5. PAYMENT

Payments under this Contract shall be as per work done as per BOQ as instructed by the Employer is inclusive of all other taxes and fees (excluding GST, will be paid if applicable).

6.1 Currency of Payment

The Payment shall be made in Indian Rupees only.

6.2 Billing & Timeline for Payment:

Billing and payments in respect of the works shall be as set forth in this clause.

(a) Payment will be made on monthly work done measurements certified by Engineer in Charge. Seventy-five percent (75%) of the bill amount shall be paid within fifteen (15) days of the submission of duly certified and verified bills from the site.

(b) The balance twenty Five percent (25%) of the payment shall be made after the submission of RFI, proof of all statutory compliances and quality-related test reports

(c) All payments under this Contract shall be made to the account of the Contractors in Indian Rupees

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.2 Dispute Settlement

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 NEPPL 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 at New Delhi.

9. GENERAL

9.1 ASSIGNMENT

The Contractor shall not be entitled to assign the rights and obligations under this Contract without the prior written consent of the Employer.

9.2 TAKING OVER IN PART

During the progress of the Project, any completed portion of the work and the site where on the same has been undertaken may, in its discretion, be occupied by the Employer.

9.3 Deleted

9.4 CONTINUITY OF SERVICES

On execution of the Contract the Contractor must always have in place a detailed contingency and business continuity plan that covers situations where the Services cannot be provided by the Contractor including due to Force Majeure Event, malfunction or unavailability of Contractor personnel and resources and any other causes. Contractor must ensure that the contingency and business continuity plan and each update to, and revised version of, the contingency and business continuity plan is approved by the Employer. In the event that Contractor is unable to provide any Service for any reason including a Force Majeure Event, malfunction or unavailability of Contractor resources or any other cause, Contractor must immediately notify Employer and comply with the current approved contingency and business continuity plan to ensure continuity of the Services. Contractor confirms that its contingency and business continuity plan will be such that notwithstanding non availability of its resources for any reason whatsoever, Contractor is able to continue to provide the services in accordance with the agreed service levels and otherwise perform all its obligations under this Contract without interruption.

9.5 Audit
Contractor shall provide access to Employer, its internal and external auditors, inspectors, regulators and other representative that Employer may designate from time to time, at reasonable hours, to Contractor's personnel and to Contractor's records and other pertinent information, all to the extent relevant to the performance of Contractor's financial obligations under this Contract. Such access shall be provided for the purpose of performing audits and inspections to (i) verify the accuracy and completeness of Contractor's invoice; (ii) enable Employer to meet applicable legal, regulatory requirements. Contractor shall provide any assistance reasonable during the term and up to 4 (four) years thereafter.

9.6 Without prejudice to any other term contained herein, Contractor shall comply in all respects with the provision of all applicable laws statutes, ordinances, rules and regulations applicable to it/and or its employees, and shall obtain all such Municipal and other Government permits, license and inspection as may be necessary and shall pay at its own cost all charges in connection therewith and in particular and without limitation, Contractor shall obtain registration and license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules made there under and also comply with the provisions of the Minimum Wages Act, 1948 and the provisions of the Workmen's Compensation Act, 1923 Employees state Insurance Act, 1948, Employees Provident funds & Miscellaneous Provisions Act, 1952, and such other Acts, rules and regulations as may be applicable and imposed by appropriate authorities. This clause shall survive the termination of this Contract. Contractor shall hold Employer harmless and indemnified against consequence of any default or breach or non-compliance of any such laws, ordinance, rules, etc.

9.7 LIABILITY

Notwithstanding any other provision of this Contract, the Parties agree and acknowledge that any and all liabilities of the Contractor under or arising from this Contract, shall not exceed the Contract Price, except where such damages arise from: a) Wilful Misconduct; or

b) any liability arising due to non-compliance of the Contractor with Applicable Laws, Approvals.

In no event shall Employer be liable to Contractor for any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages arising out of either the performance or non-performance of any terms of this Contract by Employer or enforcement of any rights of Employer under this Contract, even if Employer was advised about the possibility of the same.

2. SPECIAL CONDITIONS

S No	Item Description	Particulars
1	Contract Price	Contract Price is Rs. _____/- excluding GST. Contract Price shall be as per detailed BOQ attached herewith for the Scope of Works. GST shall be paid as per actual along with the RA Bills. However, if the Contractor fail to submit the GST returns filing within the specified timeline the same shall be recovered in the next RA Bill.
2	Period of Contract	The said works shall be completed within 9 months from the date of Effectiveness of Contract.
3	Program for execution /Work Programme	Contractor shall prepare in close co-ordination with Employer a detailed work schedule ("Work Programme") in line with agreed milestones to be submitted within 10 days from the date of Effectiveness of Contract for Employer approval. The Contractor shall deploy the resources and execute the works as per the Work Programme duly approved by Employer.
4	Rates	Rates will be valid for period of Contract. There will be no change in Rates on account of any reason. The Rates quoted in the BOQ are inclusive of all labour, material & machinery, HSD, licenses, taxes, duties, levies, Royalty/ Seigniorage/ Cess charges, Labour welfare Cess and Insurance (which includes CAR policy), fulfilment of statutory requirements (which include provident fund, workmen compensation Act, Employer state insurance and others) and all applicable permits & licenses for entire tenure of the project.
5	Performance Security	The Contractor shall provide 5% of the Contract Price (i.e. Rs. _____/-) within 15 days of issuance of letter of award (LOA)/ Work order/ Notice To Proceed in the form of an irrevocable and unconditional bank guarantee ("Performance Security"). This will be valid till 30 days after expiry of DLP and shall be released within 30 days of expiry of DLP on successful discharge of Contractor's obligations and clearance of dues if any of Contractor. The format for the Performance Security shall be provided by the Employer and shall be binding on the Contractor.
6	Quantity Variations.	Quantities mentioned in the BOQ are only indicative. Contractor shall execute all the quantities within time period irrespective of any quantity variations. However, these varied quantities shall also be executed at the quoted Rates in BOQ. The Quantities mentioned in BoQ may vary up to $\pm 25\%$ of original BoQ quantity of single BoQ item subject to maximum of $\pm 10\%$ of original Contract Value.
7	Extra Item of Work	The Contractor is liable to execute and complete all the extra item of Work, within the Contract period or extended period (as extended as per the provisions of this Contract), assigned by Employer. The rates for such extra item of Work shall be derived from the similar item of this contract and will be determined by Employer.
8	Mobilization Advance Payment	The Authority shall make an interest-bearing advance payment (the "Advance Payment") equal in amount to 10 (Ten) percent of
		the Contract Price for mobilization expenses and for acquisition of equipment. The advance payment shall be made in two instalments each equal to 5% (Five percent) of the Contract Price. The advance payment would be deemed as interest bearing advance at an interest rate of 12% (twelve) per annum, to be compounded quarterly. The interest would be recovered along with recovery of advance payment

9	Recovery of Mobilization of Advance Payment	The recovery of Advance Payment shall be on percentage basis from Interim Payment Certificates. Recovery shall start once the total of interim payment certified reached 20% (twenty percent) of Contract Price. The percentage of deduction for the advance payment will be such that the entire amount of advance shall be recovered up to certification of interim bill up to 80% of the Contract Price.
10	Retention Money	Retention Money @ 5% of the Gross Amount of Interim Payment Certificate/RA Bills shall be recovered during each Running Account /Interim Bill. The Contractor, at his option, can substitute the Retention Money with an equivalent Bank Guarantee and the validity of such BGs shall be 30 days after the expiry of the Defects Liability Period. All the Retention Money/Bank Guarantee shall be released upon satisfactory completion and thirty (30) days after Defects Liability Period.
11	Defects Liability Period (DLP)	DLP of 36 Months from the date of Completion Certificate issued by Employer.
12	Taxes	GST will be paid as per actual. Income Tax shall be deducted at applicable rates, at source from the payments as per Income Tax Act and TDS Certificate shall be issue to the Contractor. If the Contractor fails to submit the proof of submission of returns and remittance of tax to the Sales Tax Department, the Employer reserves the right to deduct the necessary / applicable Tax from the payments due to the Contractor and shall be refunded by the Contractor on receipt of the refund if any from appropriate Tax Department. It is the responsibility of the Contractor to pay all the taxes/ Royalty/ Seigniorage charges prevailing as of now and any new taxes that may be levied in future.
13	Quality Control /Tests	The Contractor shall be required to maintain site laboratory facilities and adequate laboratory staff for testing the material used for execution of the works. Contractor shall ensure that all the testing material & equipment is properly calibrated and certified by the concerned authorities. The Contractor shall adopt all measures necessary to maintain the Quality Control Standards and the frequency of tests to be carried out as per latest IS Codes/ MoRTH 5 th revision Specifications / IRC Specifications / Technical Specifications and execute the Work as per the approved standards as approved by the Employer or their Authorized Representatives / Authority/ IE.

		<p>Contractor shall provide office space for Employer staff including furniture at Contractors Lab or Camp.</p> <p>Contractor shall ensure that the Surface roughness of the Project Highway on completion of construction shall be <2000 mm/km as per measured by laser profilometer. The cost of the same shall be borne by Contractor.</p> <p>The cost for collection of samples, transporting the same to the laboratory, payments if any to the third-party accredited laboratory shall be borne by the Contractor.</p> <p>In the event that results of any tests conducted establish any defects or deficiencies in the Works, the Contractor shall carry out remedial measures and furnish a report to the Employer in this behalf. The Employer shall require the Contractor to carry out tests to determine that such remedial measures have brought the Works into compliance with the Specification & Schedules, shall be repeated until such Works conform to the Specification & Schedules. For the avoidance of doubt, it is agreed that tests shall be undertaken in addition to and independently of the tests that shall be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice. It is also agreed that a copy of the results of such tests shall be sent by the Contractor to the Employer forthwith. The cost of undertaking such tests/works shall be entirely borne by the Contractor.</p>
14	Payments of RA Bills	<p>The Contractor shall raise one Running Account bill every month with supporting RFIs, necessary Test report and documents etc. The Employer shall check the RA Bill in detail for its correctness.</p> <p>(a) Payment will be made on monthly work done measurements certified by Engineer in Charge. Seventy-five percent (75%) of the bill amount shall be paid within fifteen (15) days of the submission of duly certified and verified bills from the site.</p> <p>(b) The balance twenty five percent (25%) of the payment shall be made after the submission of RFI, proof of all statutory compliances and quality-related test reports</p>
15	Measurement	The actual executed works shall be measured jointly by the Contractor and Employer representative. The quantity for payment shall be arrived based on actual work executed
16	Technical Specifications	Contractor shall follow the Technical specifications, IS & IRC codes (MORTH 5th Edition, IRC:SP 84, IRC: 29, IRC: 37, IRC: 95 & IRC: SP-53, IRC: SP 83 etc.) as specified in the Contract and instructions given by the Employer, IE/Authority and carry out the work to their satisfaction.
17	Insurance	The Contractor shall insure its equipment, machinery, manpower etc. at its own cost. Contractor shall submit all copies of such licenses to Employer before commencement of the work.
18	Quality, Health, Safety and Environment	Contractor shall follow the highest standard of Quality, Health, Safety and Environment in the project as detailed in the CA and the approved EHS Plan, Contract conditions and best industry practices and Employer SOPs/policy to this regard during
		<p>construction period and till completion of the Defects Liability Period.</p> <p>Contractor shall follow the Safety guidelines during Construction as per IRC: SP 55-, MoRTH Specifications and Work Zone Safety Manual. Rates of various items quoted deemed to be included of all measures required for Labour camps, safety of working areas and traffic plying on the road.</p>

19	Liquidity Damages	<ul style="list-style-type: none"> - If the Contractor fails to complete the works within the time for completion, then the Contractor shall pay to Employer a sum calculated at 0.5% of the Contract Value for every week of delay as Liquidity Damage for such default subject to a maximum of 10% of the Contract Price. - In the event of non-payment of liquidated damages as stipulated herein, the Employer shall be entitled to levy an interest @18% till dated of realization of liquidated damages, the said sum shall be payable by sole fact of the delay without the need for any previous notice or any legal proceedings, of proof of damages, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any moneys in its hand due for payment to the contractor. The payment of deduction of such damages shall not relieve the contractor of its obligation to complete the work or form any other of its obligations and liabilities under the contract. - In the event, the contractor abandons the jobs in an incomplete manner, the contractor waives his right for reimbursement of amount deducted from the interim bills towards retention money till date
20	Approvals	All approvals including source approvals, JMF, QC Approvals, RFI Approvals, Traffic Management Plan, Traffic diversion & safety, Interaction with Employers / Authority/ IE, Work Completion Certificate, etc are to the scope of Contractor. All necessary approvals from State Pollution Control Board and other Competent Authorities shall be obtained by the Contractor. CTE & CTO for the establishment of hot mix plant shall be obtained by the contractor
21	NOC from Mining Department	Upon completion of work, Contractor shall get NOC from Mining Department to the effect no payment due of Royalty / Seignories charges
22	Traffic Management	Contractor shall be responsible for safety and Traffic Management during construction. The Contractor should submit a detailed Traffic Management Plan prior to commencement of work and get approval from the Employer. A typical diversion plan attached herewith in Annexure-1, shall be strictly followed. Failure to comply with this will result in stoppage of work. No time extension will be considered on this account.
23	Force Majeure Event	Natural Calamity including but not limited to floods, drought, earthquake and epidemics Act of any govt, domestic or foreign, including war, declared or undeclared quarantines, embargoes etc.
24	Termination Clause	The Employer reserves the right to terminate the contract in event of non-performance of the Contractor, and if the performance of the contractor is significantly slower than the desired pace
25	Work Completion Certificate	The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

Annexure IV - Detailed Scope of Work

- a. Construction/modification of Service Road entry & exist arrangement as per details provided in this RFP Document.
- b. Redesign of minor junction and construction of new minor junctions as per location details provided in this RFP.
- c. Construction of new median opening, Storage length construction of existing median opening and close of median opening as details provided in this RFP.
- d. Other miscellaneous activity related to the pavement like Kerb construction, Kerb painting, thermoplastic road marking, fixing of road stud etc.
- e. Construction of new Truck Lay bye.
- f. Contractor shall submit all details design and drawing for approval of the employer.

1.1 Setting of Base Camp (if required):

Mobilization and remobilization and commissioning required Plant and equipment with all accessories, experienced highly skilled / skilled / semiskilled / unskilled manpower with all necessary tools & tackles, consumables required for successful execution of job.

Setting up of base camp for Crusher, Hot Mix Plant (HMP), offices, laboratory, weighbridge, material (bitumen, aggregate, lime, etc.) storage. The land for such erection of Base Camps shall be identified by the Contractor in consultation with the Employer. All the necessary environmental and legal licenses/compliances shall be done by the Contractor.

1.2 Production of Bituminous Mix:

This shall consist of production of different type of bituminous mix (like Bituminous Concrete, Dense Bituminous Mix, etc.) as per the Job Mix Formula provided by the Contractor and decided by the Employer in consultation with Contractor. It shall include the erection of Hot Mix Plant (as mentioned in Technical Specifications) as well as operation and maintenance of the same.

All applicable resources (manpower, fuel, generator, spare parts etc.) required for erection, maintenance and operation of HMP shall also be in Contractor's Scope.

1.3 Transportation of Bituminous Mix:

This shall consist of providing tippers for transporting material from Hot Mix Plant facility (i.e. the base camp) to the paver at the working site within stipulated time.

Resources (fuel, tipper cover etc.) and necessary manpower that need to be provided should be in the scope of the contractor.

The procedures include loading the bituminous mix from the Hot Mix Plant into the tipper, weighing and ticketing, protecting the mix from cooling and rain by providing covering material over the mix, transporting to the job site, dumping into the paver hopper and returning the truck to the Hot Mix Plant facility.

Transportation of Bitumen from approved refineries to HMP locations is also in the scope of Contractor.

1.4 Spraying of Tack Coat

The work shall consist of application of a single coat of low viscosity liquid bituminous material to existing bituminous surface. The tack coat should be applied by a self-propelled or towed bitumen pressure sprayer, equipped for spraying the material uniformly at a specified rate. Hand spraying will not be permitted except in small areas, inaccessible to the distributor or narrow strips shall be sprayed with a pressure hand sprayer.

Other general specifications for Tack Coat with bituminous emulsion should be as per Technical Specification after proper scarification of the existing surface. Surface for Tack Coat should be properly cleaned with mechanical broom to the level of satisfaction of the Employer, to obtain flat surface with no loose elements.

1.5 Laying of Bituminous Mix

Laying consists of execution of paving and laying work of different bituminous mix as per the Technical Specifications. It also includes providing all the paving and laying equipment like Sensor Paver Finisher (9m width), tandem roller, pneumatic roller, Air Compressor, Water Tanker etc of type mentioned in Technical

Specifications and all the manpower required like bituminous labours, supervisors, Quality Engineers, machinery operators.

1.6 Compaction

It consists of rolling of newly laid bituminous surface with help of vibratory and pneumatic rollers to achieve a desired field density/void ratio as per the Technical Specifications.

1.7 Removal of Debris from Site

Proper disposal of bituminous and other waste should be undertaken on a day-to-day basis. In case of failure, the Employer shall remove the same at the Contractors cost.

A. Kachugaon to Rakhaldubi Bus Junction (From Km. 30+000 to Km. 92+671)

1.9 Exit/ Entry Arrangements:

The entry /exit arrangements shall be constructed/modified as per fig. 2.1 of IRC: SP: 84 – 2019.

Table 16 Exit/ Entry Arrangements of Service Road

S. No.	Chainage (km)	Type	Side	Improvement Strategy	Length(m)
1	40+690	End of Service Road	LHS	Exit Improvement	75+95+55
2	40+690	Start of Service Road	RHS	Entry improvement	75+80+55
3	76+270	Start of Service Road	LHS	Entry improvement	75+80+55
4	76+270	End of Service Road	RHS	Exit Improvement	75+95+55
5	77+980	End of Service Road	LHS	Exit Improvement	75+95+55
6	78+980	Start of Service Road	LHS	Entry improvement	75+80+55
7	87+240	Start of Service Road	LHS	Entry improvement	75+80+55
8	88+390	End of service road	LHS	Exit Improvement	75+95+55
9	87+180	End of service road	RHS	Exit Improvement	75+95+55

Refer: IRC SP 84 2019 Figure 2.1A.

2. Blackspot Rectification:

The Contractor Shall Rectify the following Blackspot as per details given below and specifications & Standards given in IRC: SP: 84- 2019.

Table 17 Blackspot Rectification

S. no	Chainage(km)		Length(m)
	From	Km	
1	76+280	76+800	520

Refer: Appendix B-I Blackspot Rectification Drawing.

3. Junction Improvement:

The Contractor shall improve the following junctions as per details given below and specifications & Standards given in IRC: SP: 84- 2019.

3.1 Redesign of Minor Junction

S. No.	Chainage(Km)	Type	Side	Improvement strategies
1	39+800	T	LHS (Service Road)	Junction Improvement
2	51+410	T	LHS	Junction Improvement
3	55+110	X	Both	Junction Improvement
4	70+130	X	Both	Junction Improvement

Refer: Appendix B-II Junction Improvement Drawing.

3.2 New Minor Junction

Sr no	Chainage(km)	Side	Improvement strategies
1	33+530	RHS	Pave up to 30m from Shoulder Edge
2	34+730	RHS	Pave up to 30m from Shoulder Edge
3	35+720	LHS	Pave up to 30m from Shoulder Edge
4	37+660	LHS	Pave up to 30m from Shoulder Edge
5	49+340	LHS	Pave up to 30m from Shoulder Edge
6	55+240	RHS	Pave up to 30m from Shoulder Edge
7	55+880	RHS	Pave up to 30m from Shoulder Edge
8	59+870	LHS	Pave up to 30m from Shoulder Edge
9	67+110	LHS	Pave up to 30m from Shoulder Edge

Refer: IRC SP 84 2019 Figure 3.5

4. Median Opening:

The details of the median openings and their treatments are given in table below. The Contractor shall improve the following median opening as per details given below and specifications & Standards given in IRC: SP: 84- 2019.

4.1 New Median Opening:

Sr No	Chainage (km)		Length(m)	Storage Lane
	From	To		
1	87+020	87+040	20	Both Sides

4.2 Close Median Opening with Kerb stone and median filling:

Sr No	Chainage (km)		Length(m)
	From	To	
1	66+420	66+440	20
2	70+650	70+670	20
3	77+630	77+650	20
4	77+840	77+860	20
5	87+160	87+180	20
6	88+460	88+480	20

4.3 Storage lane on existing Median Opening:

Sr No	Chainage		Length(m)
	From	To	
1	89+500	89+520	20

4.4 Close Median Opening (illegal Opening) :

S.No	Chainage(km)		Length (m)	Improvement strategies	Remarks
	From	To			
1	30+540	30+550	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
2	32+970	32+980	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
3	33+330	33+340	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
4	34+190	34+200	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
5	36+630	36+640	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
S.No	Chainage(km)		Length (m)	Improvement strategies	Remarks
	From	To			
6	38+550	38+570	20	Close Median Opening (illegal Opening)	Kerb stones-2X20 Rmt
7	38+760	38+770	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
8	39+450	39+470	20	Close Median Opening (illegal Opening)	Kerb stones-2X20 Rmt
9	39+930	39+940	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
10	42+390	42+400	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
11	45+250	45+260	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
12	45+670	45+680	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
13	48+000	48+010	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
14	52+530	52+540	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
15	55+890	55+900	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt

16	57+980	57+990	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
17	58+310	58+320	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
18	59+600	59+610	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
19	60+940	60+930	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt
20	68+650	68+660	10	Close Median Opening (illegal Opening)	Kerb stones-2X10 Rmt

5. Curve Improvements:

The Contractor shall improve safety at the curves as per specifications & Standards given in IRC: SP: 84- 2019.

Solar Studs: 3206 Number

Cats Eye: 21706 Number

6. Truck Lay bye:

Truck Lay bye shall be provided at the following locations as per IRC: SP:84- 2019 within the ROW.

S.No	Chainage(km)	Side
1	92+230	Both Side

7. Transverse Bar Marking:

The Transverse Thermoplastic Bar Marking shall be provided as per NHA Circular (105/2012) issued vide letter no. 11041/218/2007-Admn, dated- 11th June 2012 and IRC:99-2018, at the hazardous locations including but not limited to the locations, Median openings (U-Turn Facilities), Toll Plaza approaches, Approaches to At-Grade junctions, Exit ramps and downside of the approach of the flyovers for both carriageways of Main Highway etc. The locations of TBM shall be finalized in consultation with Employer.

B. Scope of Work

Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000)

1. Blackspot Rectification:

The Contractor Shall Rectify the following Blackspot as per details given below and specifications & Standards given in IRC: SP: 84- 2019.

S No	From (Km)	To(Km)	Length(m)
1	969+500	969+598	98
2	985+092		-
3	1011+624	1012+300	676
4	1012+700	1013+000	300

Refer: Appendix B-I Blackspot Drawing.

2. Junction Improvement:

The Contractor shall improve the following junctions as per details given below and specifications & Standards given in IRC: SP: 84- 2019.

2.1 Redesign of Major Junction:

S. No.	Chainage (km)	Side	Type	Improvement strategies
1	982+410	LHS	Y	Junction improvement
2	1008+680	RHS	Y	Junction improvement

2.2 Redesign of Minor Junction:

S. No.	Chainage (km)	Side	Type	Improvement strategies
1	966+900	LHS	T	Junction improvement
2	972+100	Both	X	Junction improvement
3	987+640	LHS	T	Junction improvement

Appendix B-II Junction Improvement Drawing.

2.3 New Minor Junction:

Sr no	Chainage (Km)	Side	Improvement Strategies
1	965+500	LHS	Pave up to 30m from shoulder edge
2	970+830	RHS	Pave up to 30m from shoulder edge
3	973+730	RHS	Pave up to 30m from shoulder edge
4	975+410	RHS	Pave up to 30m from shoulder edge
5	985+440	LHS	Pave up to 30m from shoulder edge
6	986+630	RHS	Pave up to 30m from shoulder edge
7	992+850	LHS	Pave up to 30m from shoulder edge
8	995+300	RHS	Pave up to 30m from shoulder edge

3. Median Opening:

The details of the median openings and their treatments are given in table below. The Contractor shall improve the following median opening as per details given below and specifications & Standards given in IRC: SP: 84- 2019.

3.1 New Median Opening:

From (Km)	To (Km)	Length (m)	Width (m)	Storage lane
993+070	993+090	20	5	BHS
1005+200	1005+220	20	5	BHS

3.2 Storage Lane on existing median Opening:

From (Km)	To (Km)	Length (m)
1009+795	1009+820	25

3.3 Close Median Opening:

From (Km)	To (Km)	Length (m)
990+140	990+170	30
992+690	992+720	30
1005+020	1005+050	30

3.4 Improvement of Median Opening:

S. No	Chainage(Km)	Length (m)	Improvement strategies	Remarks	
1	964+360	964+370	10	Close the opening (Illegal Opening)	Kerb Stone -20m
2	983+960	983+970	10	Close the opening (Illegal Opening)	Kerb Stone -20m
3	987+220	987+240	20	Close the opening (Illegal Opening)	Kerb Stone -40m
4	993+700	993+710	10	Close the opening (Illegal Opening)	Kerb Stone -20m
5	995+810	995+820	10	broken median	Kerb Stone -20m
6	996+470	996+490	20	Close the opening (Illegal Opening)	Kerb Stone -40m
7	999+660	999+670	10	Close the opening (Illegal Opening)	Kerb Stone -20m

4. Curve Improvements:

The Contractor shall improve safety at the curves as per specifications & Standards given in IRC: SP: 84- 2019.
Solar Studs: 2646 Number
Cats Eye: 28672 Number

5. Transverse Thermoplastic Bar Marking:

The Transverse Thermoplastic Bar Marking shall be provided as per NHA Circular (105/2012) issued vide letter no. 11041/218/2007-Admn, dated- 11th June 2012 and IRC:99-2018, at the hazardous locations including but not limited to the locations, Median openings (U-Turn Facilities), Toll Plaza approaches, Approaches to At-Grade junctions, Exit ramps and downside of the approach of the flyovers for both carriageways of Main Highway etc. The locations of TBM shall be finalized in consultation with Employer.

6. Other miscellaneous activity

6.1 Thermoplastic Road marking

Road marking shall be provided throughout the project highway including main carriageway, Service/slip roads, Ramps, junction etc. as per IRC:35-2015 & IRC: SP:84-2019.

The Transverse Thermoplastic Bar Marking shall be provided as per NHA Circular (105/2012) issued vide letter no. 11041/218/2007-Admn, dated- 11th June 2012 and IRC:99-2018, at the hazardous locations including but not limited to the locations, Median openings (U-Turn Facilities), Toll Plaza approaches, Approaches to At Grade junctions, Exit ramps and downside of the approach of the flyovers for both carriageways of Main Highway etc.

These works are involved in thermoplastic road marking item.

Preparation of the Surface:

- Surface Cleaning: After scraping, the surface needs to be thoroughly cleaned to remove all dust, debris, and loose particles. This ensures proper adhesion of the primer and the new marking paint. Cleaning methods may include sweeping, air blasting, or washing with water, depending on the level of cleanliness. required and the specific conditions of the pavement.

Application of Primer

- Application of Thermoplastic Road Marking Paint: This is the final step, where thermoplastic paint is applied. Thermoplastic markings are known for their durability, reflectivity, and resistance to wear, making them suitable for high-traffic areas. The application is typically done using specialized equipment that heats the thermoplastic material to the required temperature before it is sprayed or extruded onto the pavement.

Costing Implications

- Inclusive Rate: The rate for road marking should be comprehensive, covering all the preparatory work (scraping of existing markings and surface cleaning), primer application, and the actual application of thermoplastic paint. Quality and Compliance:
- Ensuring that each step is carried out to a high standard is essential for compliance with MoRTH (Ministry of Road Transport and Highways, India V Revision) guidelines and standards, such as those specified in IRC: 352015 and other relevant documents.

Warranty:

- Durability Requirement: The road markings should have a functional life of at least two years. This implies that the materials used, and the application technique must be robust enough to withstand traffic and environmental conditions for this period without significant degradation.
- Performance Parameters: These are likely metrics related to the visibility, reflectivity, skid resistance, and possibly the wear resistance of the road markings. The standard (IRC: 35-2015) you mentioned will specify the minimum acceptable levels for these parameters to ensure that the road markings remain effective and safe for road users.

- Warranty Period: During this period, the contractor or the entity responsible for the road markings must ensure that all performance parameters meet or exceed the specified thresholds. Any failure to maintain these standards may require remedial work to be undertaken at the contractor's expense.
- Monitoring and Inspection: Inspections are to be conducted twice a year to assess whether the road markings meet the required standards. These inspections should be performed by the Employer or the Independent Engineer (IE). The methodology for these inspections should follow the procedures outlined in Section 15 of IRC: 35-2015. This section would detail how to measure each performance parameter, the equipment to use, and how to interpret the results.
- Random Section Testing: The specific sections of the road network where the testing is to be done are selected randomly. This approach ensures that the evaluation is unbiased and representative of the overall condition of the road markings across the network

7. Safety

Safety should be as per Employer's SOPs/EHS Policy, and as per best industry standards and practice. The Contractor shall be responsible for procuring all safety and equipment's and materials, arranging mobilization of safety furniture at execution site along with manpower, labour and personnel with requisite experience and expertise as may be required by the Employer for the purpose of execution of work as per prevailing IRC codes Contractor will ensure that proper safety precautions are being taken as per requirement of Concession Agreement.

Contractor will provide the barricades along working area and maintain in proper condition.

8 Tests on Completion:

The Contractor shall carry out the Tests on Completion in accordance Schedule F of Concession Agreement. The Contractor shall give to the Employer not less than 30 days' notice of the date of likely completion of the Works and of its intent to conduct Tests on Completion. At the time of this notice, the Contractor shall provide a schedule of the Tests on Completion as per the Specification. The Contractor shall give to the Employer at least 14 days prior notice of the actual date on which it intends to commence the Tests on Completion and at least 10 days prior notice of the commencement date of any subsequent Tests on Completion. The Employer shall have the right to suspend or delay any Tests on Completion if it is reasonably anticipated or determined during the course of the Tests on Completion that the performance of the Works or any part thereof does not meet the Specifications.

9. Demobilization

Demobilization of all manpower, plant, machinery & equipment, tools & tackles, demolition of labour camp, site office and clearing the area etc. on completion of entire scope of work and with prior approval of the Employer.

10. Project Management Consultant

The Employer would be appointing a qualified Project Management Consultant (PMC) for implementing and supervision of the entire work. The Contractor would be required to follow the instructions of the PMC for specifying, verifying and checking the methodology, plant & machinery, materials, Bill certification and actual laying the works.

11. Technical Specifications & General Technical Specifications

All the work shall be carried out as per approved design & drawings and methodology and direction of the Engineer-in-Charge.

In the absence of specifications for any item or items of work the relevant Indian Roads Congress / Indian Standard (IS) codes of practice, together with their latest revisions / amendments as applicable on the date of the Contractor's offer shall be followed.

In absence of the relevant IRC / IS codes of practice, the instruction of the Employer shall be final, and the Contractor shall deliver in accordance with the Employer's instructions.

All materials, works and Tests conducted at field laboratory established by the Contractor, or any Government Authorized laboratory shall conform to MORTH specifications/ other relevant Indian Standards together with their latest revisions/amendments as applicable on the date of accepted offer / as specified by the Employer.

Kachugaon to Kaljhar Project BOQ (Annexure A1)

S No	Item Description	Unit	Quantity PKG 1	Quantity PKG 2	Total Qty	Rate	Amount
Earth-Work							
1	Clearing and Grubbing Road Land Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned up to a lead of 1000 metres including removal and disposal of top organic soil not exceeding 150 mm in thickness.	Ha	1.52	1.09	3.13		
2	Excavation in Soil using Hydraulic Excavator and Tippers with disposal. (Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross sections, and transporting to the embankment location within all lifts and lead)	Cum	1,216.25	1,216.25	2,919.00		
3	Embankment Construction with Material Obtained from Borrow Pits Construction of Embankment with approved material obtained from borrow pits, transported with all lifts and leads, including royalty, and spread in uniform layers of not more than 250 mm thickness. The material shall meet the quality requirements specified in MoRTH clause 305, ensuring compliance with gradation, plasticity, and moisture content parameters. Compaction of the subgrade shall achieve a minimum of 97% of Maximum Dry Density (MDD) as per IS 2720 (Part 8), and the earthen shoulders shall be compacted to 95% MDD using mechanical equipment. Grading shall be performed to ensure the required slope, alignment, and stability, with final finishing to the levels specified in the approved drawings. The work includes surface dressing, preparation of shoulders for proper drainage, and all necessary field and laboratory tests, such as field density and moisture content tests, to verify compliance with Table 300-2 of MoRTH specifications. The item covers all costs for material procurement, royalty, transportation, labor, machinery, and incidental works. Safety measures and environmental compliance shall be ensured during execution. The final surface shall be stable, durable, and suitable for traffic loading, conforming to project specifications and	Cum	8,803.00	6,605.00	18,489.60		
4	Construction of Subgrade and Earthen Shoulders Construction of subgrade and earthen shoulders with approved material obtained from borrow pits, transported with all lifts and leads, including royalty, and spread in uniform layers of not more than 250 mm thickness. The material shall meet the quality requirements specified in MoRTH Clause 305, ensuring compliance with gradation, plasticity, and moisture content parameters. Compaction of the subgrade shall achieve a minimum of 97% of Maximum Dry Density (MDD) as per IS 2720 (Part 8), and the earthen shoulders shall be compacted to 95% MDD using mechanical equipment. Grading shall be performed to ensure the required slope, alignment, and stability, with final finishing to the levels specified in the approved drawings. The work includes surface dressing, preparation of shoulders for proper drainage, and all necessary field and laboratory tests, such as field density and moisture content tests, to verify compliance with Table 300-2 of MoRTH specifications. The item covers all costs for material procurement, royalty, transportation, labor, machinery, and incidental works. Safety measures and environmental compliance shall be ensured during execution. The final surface shall be stable, durable, and suitable for traffic loading, conforming to project specifications and ensuring proper integration with adjacent structures.	Cum	10,234.00	3,449.00	16,419.60		

SUB-BASES, BASES (NON- BITUMINOUS) AND SHOULDERS						
5	<p>Construction of Granular Sub-Base (Grade IV Material)</p> <p>Construction of granular sub-base by providing approved Grade IV material conforming to MORTH Clause 401 and Table 400-1, with material sourced as per project specifications, including all royalty charges and transportation. The material shall be laid in uniform layers not exceeding 200 mm thickness, using a motor grader with a minimum blade length of 3.05 m and GPS control for precise alignment. Surface preparation, including cleaning and leveling, shall be ensured before placement. Mixing shall be done by an appropriate mechanical mixer with controlled water addition to achieve optimum moisture content.</p> <p>Compaction shall be performed using a vibratory roller of at least 8-10 tonnes to achieve a minimum of 98% Maximum Dry Density (MDD) as determined by IS 2720 (Part 8). Field density tests shall be conducted at intervals of 50 m or as directed by the Engineer-in-Charge to ensure compliance.</p> <p>The work includes preparation of cross slopes and drainage features as per the approved drawings and required gradients. Safety measures, traffic management, and environmental compliance during execution are mandatory. All costs for material, labor, machinery, and testing are included. The final surface shall meet specified levels, alignment, and stability, ensuring durability and proper integration with adjoining layers.</p>	Cum	4,580.00	2,635.00	8,658.00	
6	<p>Construction of Wet Mix Macadam (WMM):</p> <p>Construction of Wet Mix Macadam (WMM) by providing approved crushed stone aggregate material conforming to MORTH Clause 406 , with material sourced as per project specifications, including all royalty charges and transportation. The material shall be laid in uniform layers not exceeding 250 mm thickness, using a motor grader with a minimum blade length of 3.05 m and GPS control for precise alignment. Surface preparation, including cleaning and leveling, shall be ensured before placement. Mixing shall be done by an appropriate mechanical mixer with controlled water addition to achieve optimum moisture content.</p> <p>Compaction shall be performed using a vibratory roller of at least 8-10 tonnes to achieve a minimum of 98% Maximum Dry Density (MDD) as determined by IS 2720 (Part 8). Field density tests shall be conducted at intervals of 50 m or as directed by the Engineer-in-Charge to ensure compliance.</p> <p>The work includes preparation of cross slopes as per the approved drawings and required gradients. Safety measures, traffic management, and environmental compliance during execution are mandatory. All costs for material, labor, machinery, and testing are included. The final surface shall meet specified levels, alignment, and stability, ensuring durability and proper integration with adjoining layers, as per project</p>	Cum	5,299.00	4,060.00	11,230.80	
BASES AND SURFACE COURSES (BITUMINOUS)						
7	Providing and applying primer coat with bitumen emulsion on prepared surface of granular Base including clearing of road surface and spraying primer at the rate of 0.60 kg/sqm using mechanical means.	Sqm	19,734.00	16,247.00	43,177.20	
8	Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at the rate of 0.20 kg per sqm on the prepared bituminous/granular surface cleaned with mechanical broom.	Sqm	39,468	32,494.00	86,354.40	
9	<p>Dense Bituminous Macadam:</p> <p>Providing and laying Dense graded bituminous macadam with 100-120 TPH batch type HMP producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.5 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 507 complete in all respects.</p> <p>The work includes preparation of cross slopes as per the approved drawings and required gradients. Safety measures, traffic management, and environmental compliance during execution are mandatory. All costs for material, labor, machinery, and testing are included. The final surface shall meet specified levels, alignment, and stability, ensuring durability and proper integration with adjoining layers, as per project drawings and standards.</p> <p>- Bitumen @ 4.5 per cent of weight of mix. Bitumen Grade Shall be VG-40</p>	Cum	1,750.00	1,681.00	4,117.20	

10	<p>Bituminous Concrete: Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 2.4 to 2.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 509 complete in all respects.</p> <p>The work includes preparation of cross slopes as per the approved drawings and required gradients. Safety measures, traffic management, and environmental compliance during execution are mandatory. All costs for material, labor, machinery, and testing are included. The final surface shall meet specified levels, alignment, and stability, ensuring durability and proper integration with adjoining layers, as per project drawings and standards.</p> <p>- Bitumen @ 5.4% of weight of mix. Bitumen grade shall be VG-40</p>	Cum	768.00	697.00	1,758.00		
OTHER MISC WORK							
11	<p>Median Filling Construction of Median and Island with Soil Taken from Borrow Areas. Construction of median and Island above road level with approved material brought from borrow pits, spread, sloped and compacted as per clause 408 (Reference to MoRT&H's specification 408).</p>	Cum	466	818	1,540.80		
12	<p>Cast in Situ Cement Concrete M20 kerb: All charges for the construction of a cast-in-situ cement concrete kerb in M20 grade concrete, with a foundation of M15 grade concrete, as per the approved drawings and technical specifications. The kerb shall be constructed with a top width of 115 mm, a bottom width of 165 mm, and a height of 250 mm. The foundation for the kerb shall be of M15 grade concrete, with a thickness of 150 mm, and shall extend 50 mm beyond the kerb for projection. The foundation concrete shall be placed manually, while the kerb shall be laid using a kerb laying machine to ensure uniformity and alignment. The surface of the kerb shall be finished with one coat of primer and two coats of enamel paint of an approved shade (Asian or equivalent), applied after the concrete has cured and attained the required strength. The work includes all labor, materials, machinery, and overheads required for the construction, finishing, and painting of the kerb. The work shall be executed in accordance with MoRTH's Clause 409 and the relevant IS codes, ensuring proper compaction, curing, and quality control.</p> <p>The final price includes the cost of procurement of cement, aggregates, and other materials, including royalty charges. The cost also covers the labor, machinery, equipment, transportation, laying of concrete, use of kerb laying machines, primer, and enamel paint (2 coats), and all overheads and profit.</p> <p>Relevant Standards: MoRTH Clause: 409 (Cement Concrete for Kerbs, Channels, and Edging)</p>	Rmt	1,460.00	1,630.00	3,708.00		
13	<p>Road Marking with Hot Applied Thermoplastic Compound with Reflectorising Glass Beads on Bituminous Surface Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads @ 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35 .The finished surface to be level, uniform and free from streaks and holes.)</p>	Sqm	2422	1560	4,778.40		
14	<p>Solar Road Studs Providing and fixing of solar road stud 100x100mm, die-cast in aluminium, resistant to corrosive effect of salt and grit, fitted with lense reflectors, installed in concrete or asphaltic surface by drilling hole 30 mm upto a depth of 60mm and bedded in a suitable bituminous grout or epoxy mortar, all as per BS 873 par 4:1973.</p>	Nos	3206	2646	5,852.00		
15	<p>Road Stud Providing and fixing of road stud 100x100mm, die-cast in aluminium, resistant to corrosive effect of salt and grit, fitted with lense reflectors, installed in concrete or asphaltic surface by drilling hole 30 mm upto a depth of 60mm and bedded in a suitable bituminous grout or epoxy mortar, all as per BS 873 part 4:1973.</p>	Nos	21706	28672	50,378.00		

16	Transverse Thermoplastic Bar Marking – Road Marking with Hot Applied Thermoplastic Compound with Reflectoring Glass Beads on Bituminous Surface/ Rigid Surface. Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectoring glass beads @ 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35-2015 .The finished surface to be level, uniform and free from streaks and holes. Primer shall be applied in Rigid pavement surface.	sqm	10080	8820	22,680.00		
Total Amount							

Annexure A3

List of Approved Makes

Annexure A3 – List of Approved Makes (V-01)

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
Tata Steel		
4	Structural Steel	1. Tata Steel
		2.SAIL
		3. RINL
		4. 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
		Finolex
		Prince
		Supreme Industries Ltd
		Kissan Irrigation Ltd.
		Jain Irrigation
		APL Apollo

Annexure A3 – List of Approved Makes (V-01)

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.
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/Orafol" Reflective sheet
22.02	Delineators (Roadway Indicators)	Any supplier with "3M/Orafol " Reflective sheet
22.03	Reflective pavement markers (road Studs)	Any supplier with "3M/Orafol/Kataline/Alcolite " Reflective sheet
22.04	Solar blinkers	Any supplier with "3M/Orafol/ Alcolite" Reflective sheet
22.05	Solar studs with red flashes	Any supplier with "3M/Orafol/ Alcolite" Reflective sheet

Annexure A3 – List of Approved Makes (V-01)

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)/Utkarsh India Ltd.
23.02	Pole with Single Arm	For GI Poles - Bajaj/ Ridhdhi Poles/ Zenith Poles/ Subham Poles/ Aster Teleservices/Utkarsh India Ltd.
23.03	Median Lighting, Double Arm	For GI Poles - Bajaj/ Ridhdhi Poles/ Zenith Poles/ Subham Poles/ Aster Teleservices/ Utkarsh India Ltd.
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 / Unilec Engineer, Gurgaon/ Electro Control system, Noida
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 4. Devaditya Technocrats LLP 5. Qualix Information System LLP 6. Vaaan Infra Pvt Ltd 7. Superwave Communications & Infra Solutions Pvt Ltd
27	Metal Beam Crash Barrier	1. Safety First 2. AARNEEL Technocraft Private Limited 3. Vinfab Engineers India Limited 4. GR Infra Projects Ltd 5. Utkarsh India Ltd. 6. Jindal (india) Limited 7. HI-TECH PIPES LIMITED 8. Prakash Asphaltng and Toll Highways India Limited

Annexure A3 – List of Approved Makes (V-01)

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. Ashbee System Ltd.
29	Weigh In Motion	1. Efkon, Mumbai 2. Metro, Delhi 3. Rajdeep, MP 4. Ashbee System Ltd.
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
		AEROCOC 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
		Advance Steel Tubes Ltd.
		PS Steel tubes Ltd
		APL Apollo
39	Bituminous Paint	Shalimar
		STP
		Tiki Tar Industries

Annexure A3 – List of Approved Makes (V-01)

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
		APL Apollo
43	Structural Tubular Sections	TISCO
		Jindal Steel
		SAIL
		Welspun
		Maharashtra Seamless
		Surya Roshni
		Ratnamani
		PSL Industries APL Apollo
44	RBT/CONCERTINA COIL/BARBED WIRE	Zonate Wire Industries
		Guru Krupa Wire Netting Industries
		A 1 Fence Products Company Pvt. Ltd.
		Sai Wire
		Parmeshwar Wire Products

Annexure – A2

Bidder Information Form

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 2 of RFP, This information will not be incorporated in the Contract.

BIDDER INFORMATION

Business Partner name:

Alternate Trade or Business Name (Doing business as)

Contact Person:

Title:

Telephone:

Email:

Business Registration Information:

Legal Name:

Registered Address:

Date of business inception or incorporation

Business Registration number:

Registration Authority:

City, Country:

Tax Identification Number:

PAN number:

TAN and GST number:

Ownership/structure of business:

Private / Public Limited Company / Partnership / Proprietorship / Individual

In case Organization is incorporated outside India, provide Permanent Establishment Certificate (if applicable) and Tax Residency Certificate issued by the Tax regulator of the Home Country (if applicable).

Business Background:

Business Partner's principal activity:

Nature of (proposed) relationship with TRIL/Atlantia and all its relevant SPVs (please provide details):

Ownership and Management Details

List all members of the Board and Senior Officers:

List any other individuals able to exercise control over your company through any other arrangement:

List all the companies affiliated with your company including any Parent Company, Subsidiary Company (ies), Affiliate Company (ies), Joint Ventures or Similar entities:

Trade references

Types of trades involved

Bank References	
Bank 1:	Bank 2:
Address:	Address:
City: State: Zi:	City: State: Zip:
Tel: Fax:	Tel: Fax:
Account #:	Account #:
Account Name (If diff from above):	Account Name (If diff from above):
Bank Contact Person:	Bank Contact Person:

Signature & Name of the Verifier

Annexure A4

Undertaking for key machinery/equipment

Item of Equipment	Minimum Requirement			Availability with Bidder		
	No.	Capacity	Make	Owned/ Leased/Rented	Nos./ Capacity	Age/ Condition
Hot Mix Plant including generator	1	60 TPH	Linnhoff/Marini/ Ammann or equivalent			
Front end loader	1	2-2.5 cum bucket capacity	CAT/Liugong			
Backhoe Loader	1	1 cum bucket Capacity	JCB/CAT/ L&T CASE			
Tipper	5	25-ton capacity	*			
Vibratory Roller	1	8 Tons	Volvo/L&T CASE/IR			
Pneumatic Tyre Roller	1	6-8 Tons	Volvo/L&T CASE/IR			
Air Compressor	1	250 cfm	*			
Emulsion Pressure Distributor	1	1750 Sqm/hr	*			
Water Tanker	1	6000 litres	*			
Mechanical Broom Hydraulic	1	1250 Sqm/hr	*			
Mobile light tower	1	4x400 Watt Halide Lamp	*			

*Machinery as per standards necessary for work.

These are minimum requirements. However, Contractor shall provide sufficient no of machinery to complete the work within schedule of time. The Contractor while submitting the Bid can propose alternative make of machinery but if the same is not acceptable, the offer might be rejected.

Thanking You

Yours,

Authorized Signatory

(Name of Representative)

(Date)

(Seal/Stamp of the Firm)

ANNEXURE – A5

Bidders should provide the following CHECK LIST OF DOCUMENTS as per formats enclosed hereafter: -

CHECK LIST OF DOCUMENTS TO BE SUBMITTED BY CONTRACTOR

(This forms an integral part of this Contract)

S. No.	Document	Submission Time
1	Mobilization Bank Guarantee (If applicable)	Before Mobilization Advance
2	Performance Bank Guarantee (If applicable)	Before Commencement of Work
3	Authorization for Generation and Storage of used oil/hazardous waste as per Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 for Used oil/any other hazardous waste	Before Commencement of Work*
4	Engagement of authorized stone crusher agency having NOC and Consent from Pollution Control Board	Before Commencement of Work*
5	Permission for Fuel storage and consumption in HMP operations from PESO	Before Commencement of Work*
6	Consent to Operate (CTO) under Air (Prevention & Control of Pollution) Act, 1981 and the Water (Prevention & Control of Pollution) Act, 1974 for Batch Mix Plant/Hot Mix Plant, to be obtained from Pollution Control Board.	Before Start of HMP Operation*
7	Traffic Management plan & approved methodology of Bituminous concrete	Before Commencement of Work
8	Copy of Labour License, TIN, PAN, GST and Registration copies	With First Bill
9	Copy of ESI / W.C. Policy	With First Bill
10	Copy of EPF registration and documentary evidence of payments	With First Bill
11	Copies of Contractor All Risks Policy and Valid insurance policies for Plants, Machineries and Equipment, along with copy of premium paid receipt	With First Bill
12	RTGS/Bank Account details of the Contractor on their letter head	With First Bill
13	Daily progress report jointly signed by Employer's representative and Contractor's representative and PMC	With Every Bill
14	Daily Material reconciliation report jointly signed by Employer's representative and Contractor's representative and PMC	With Every Bill
15	Approved Copy of quality control test for bituminous works as per MoRTH 5 th Revision	With Every Bill
16	Copy of Indemnity bond on Letter head (as per the format to be provided by Employer)	With Every Bill
17	Copy of all registers maintain for time and temperature	With Every Bill
18	Photographs for work done showing progress on daily basis (Before and after the work)	With Every Bill

19	Copy of Attendance sheet & Wage register copy for Supply of Manpower	With Monthly Bill
20	Copy of receipt of PF, ESI / WCP	With Monthly Bill
21	Indemnity Bond on Stamp paper	With Final Bill
22	No Dues Certificate	With Final Bill
23	Reconciliation statement on material consumption (Aggregate, Bitumen & Emulsion)	With Final Bill
24	Site office to confirm whether contractor have removed the all the debris from workplace	With Final Bill
25	PUC for vehicles used for construction work under Central Motor & Vehicle Act 1988	Before commencement of work

PESO: Petroleum and Explosives Safety Organization

*Consents and approvals related to environment should be provided as per the specified time, failure of the same may lead penalty in payments

Annexure – A6

Declaration by Contractor on Salary Payments and Compliance of Labor Laws

I certify that the above supporting documents, including those being submitted with this invoice are true and valid proofs of intended regulatory compliances. I further certify that these include compliance with the following:

- a) Prescribed Central Minimum Wage
- b) Equal Remuneration (specifically for women workers/employees)
- c) Regular and timely wage payment (by 7th of each month); made directly into respective bank accounts
- d) Payment for overtime as per prescribed/agreed rate (if applicable)
- e) Timely deposit of statutory payment deductions (EPF, ESIC etc) in respective accounts
- f) Other applicable labour compliances
- g) Environment compliances both in terms of valid licenses and permits, and during execution of work

Certified by Verified and validated by (on behalf of the Contractor) (on behalf of the Employer)

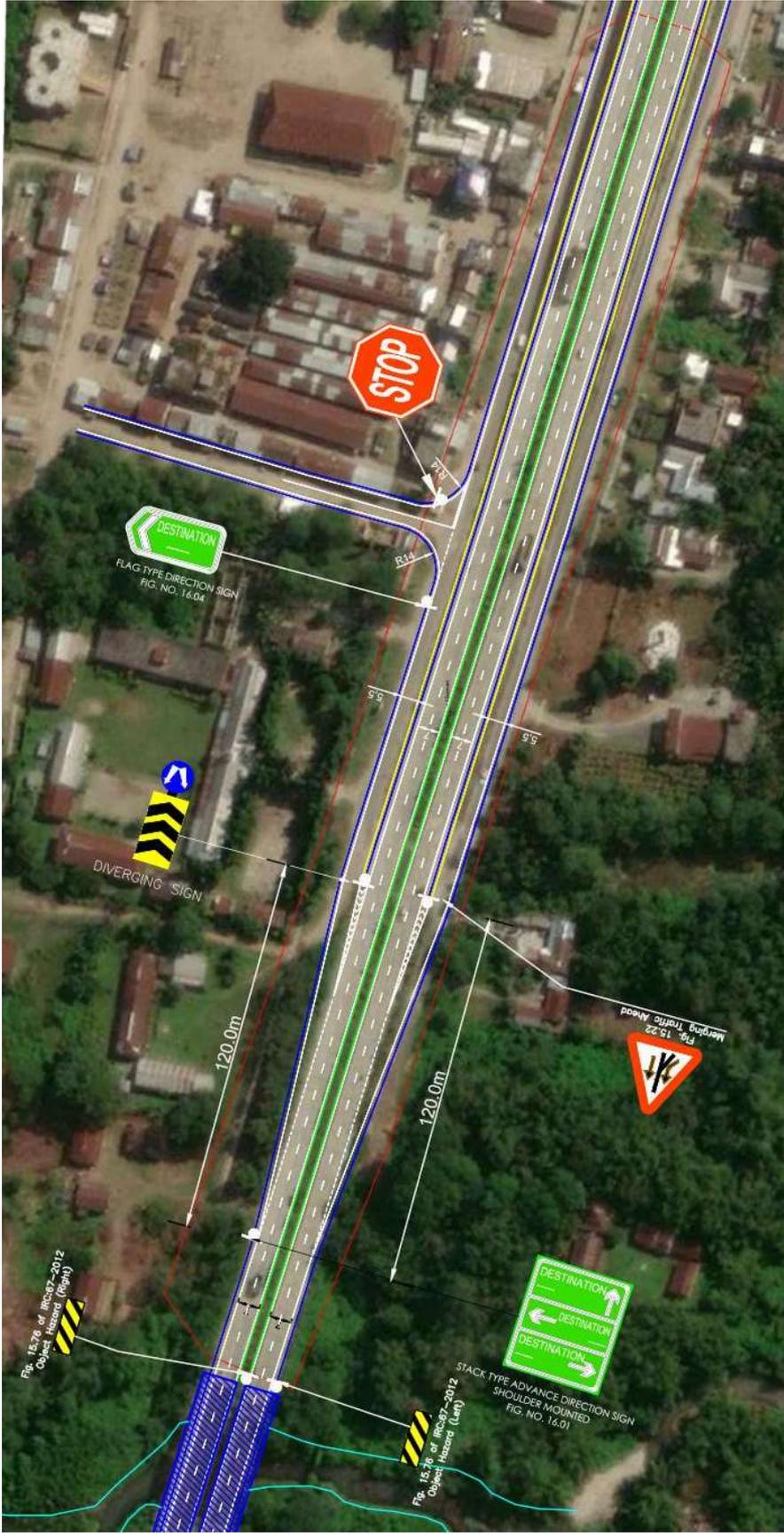
This is to declare that if salary of employees is not paid by 7th of any month, I hereby authorize Employer to apply a penalty on raised invoice as per its discretion.

Sd/- Name:
Position:
Date:

Sd/-
Name:
Position:
Date:

Appendix B-I Blackspot Rectification Drawings

Ch. 76+280 to 76+800



Ch. 89+496 to 90+000



Appendix B-II Junction Improvement Drawings

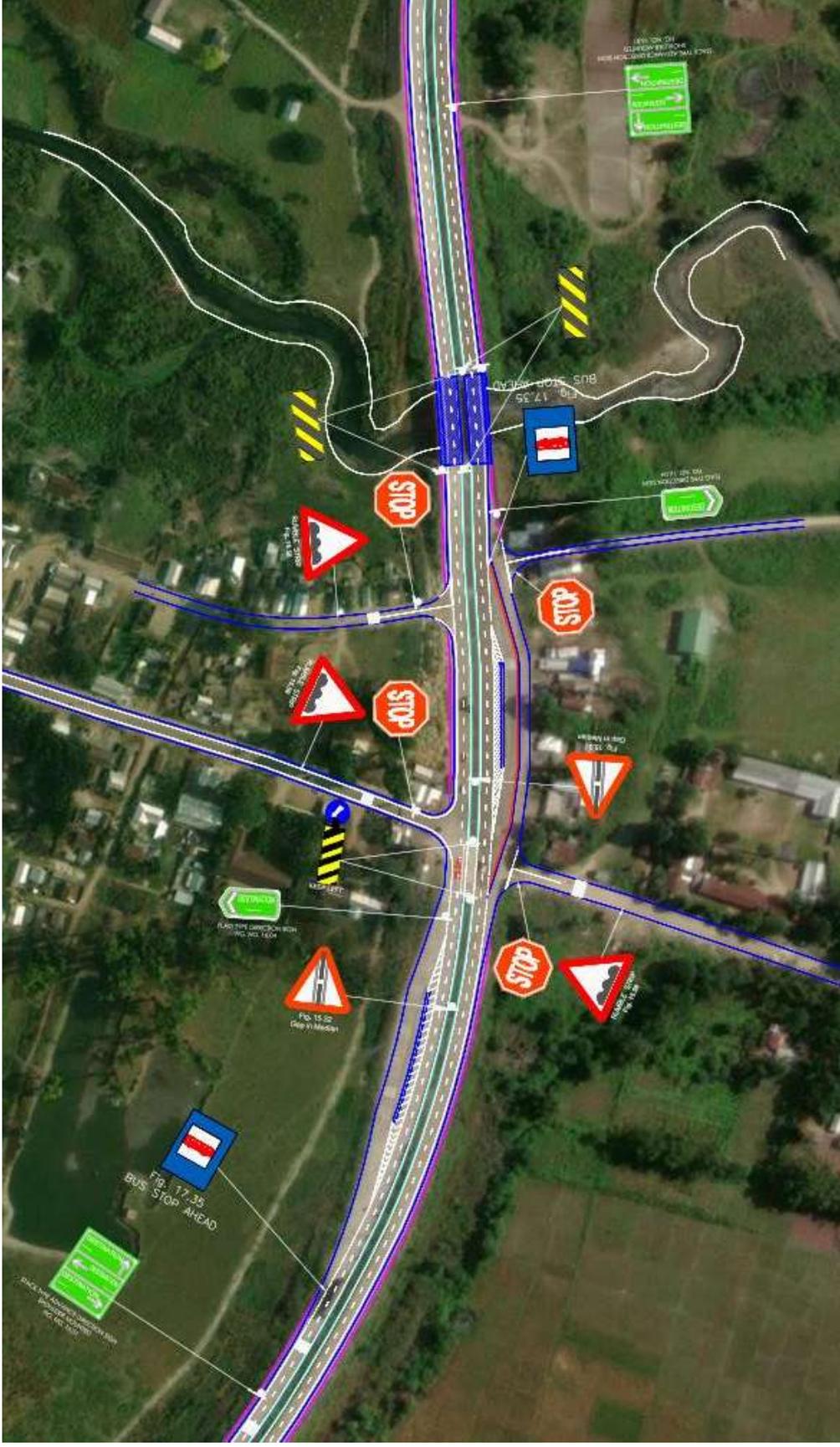
Ch: 39+800



Ch: 51+410



Ch: 55+110



Ch: 70+130



Ch. 973+400 to 973+560



Tolling, Operation, Maintenance & Transfer of Four Lane with paved shoulder of NH-27 (old NH-31C) from Kachugaon to Rakhaldubi Bus junction (existing Km. 30+000 to Km 92+671) & NH-27 (old NH-31) from Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000) in the state of Assam – Section Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km. 1013+000)

Ch. 977+000 to 977+100



Tolling, Operation, Maintenance & Transfer of Four Lane with paved shoulder of NH-27 (old NH-31C) from Kachugaon to Rakhaldubi Bus junction (existing Km. 30+000 to Km 92+671) & NH-27 (old NH-31) from Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000) in the state of Assam – Section Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km. 1013+000)

Ch. 979+000 to 979+568



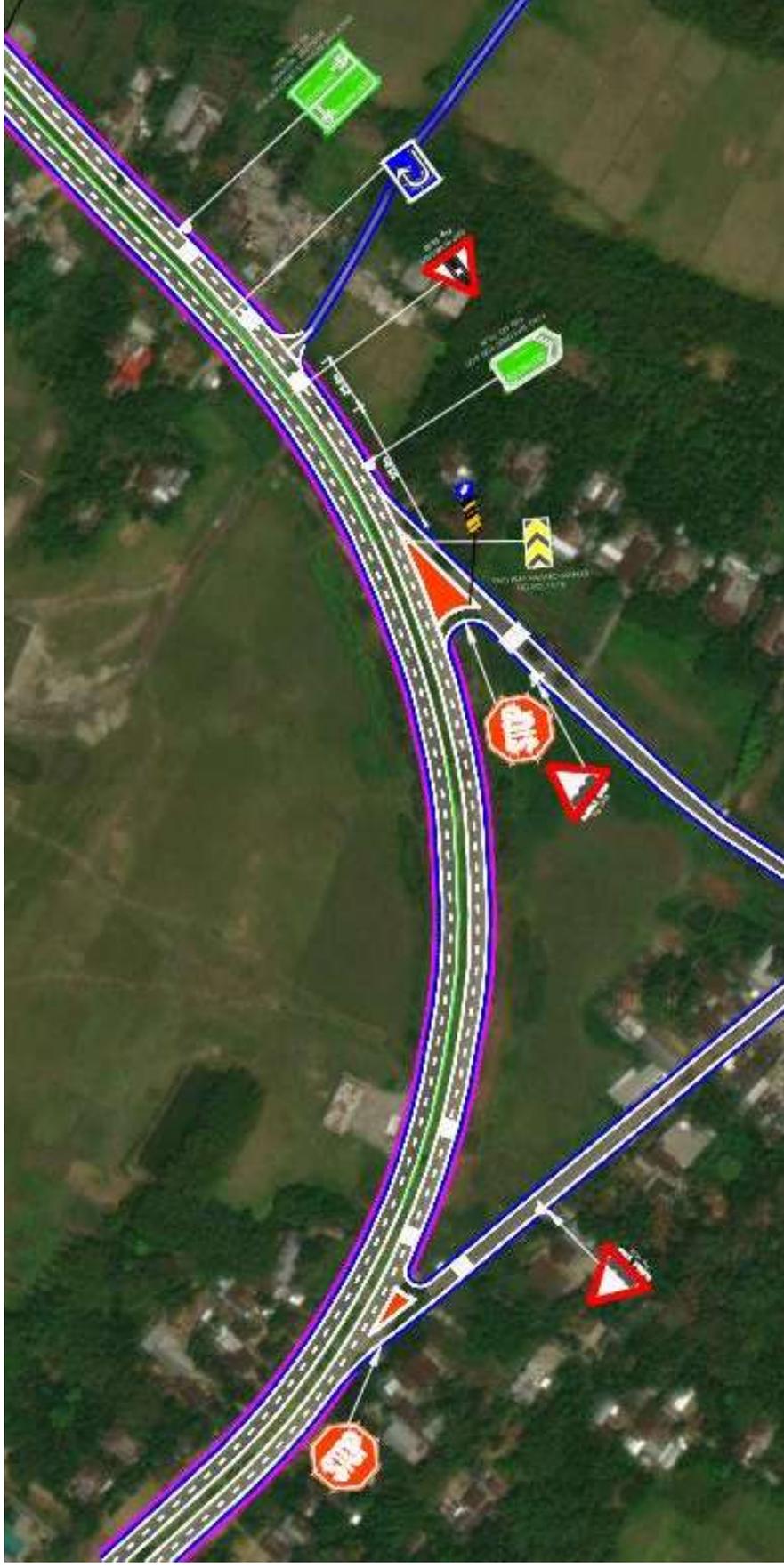
Tolling, Operation, Maintenance & Transfer of Four Lane with paved shoulder of NH-27 (old NH-31C) from Kachugaon to Rakhaldubi Bus junction (existing Km. 30+000 to Km 92+671) & NH-27 (old NH-31) from Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000) in the state of Assam – Section Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km. 1013+000)

Ch. 985+092



Tolling, Operation, Maintenance & Transfer of Four Lane with paved shoulder of NH-27(old NH-31C) from Kachugaon to Rakhaldubi Bus junction (existing Km. 30+000 to Km 92+671) & NH-27 (old NH-31) from Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000) in the state of Assam – Section Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km. 1013+000)

Ch. 990+960 to 991+600



Tolling, Operation, Maintenance & Transfer of Four Lane with paved shoulder of NH-27(old NH-31C) from Kachugaon to Rakhaldubi Bus junction (existing Km. 30+000 to Km 92+671) & NH-27 (old NH-31) from Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000) in the state of Assam – **Section Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km. 1013+000)**

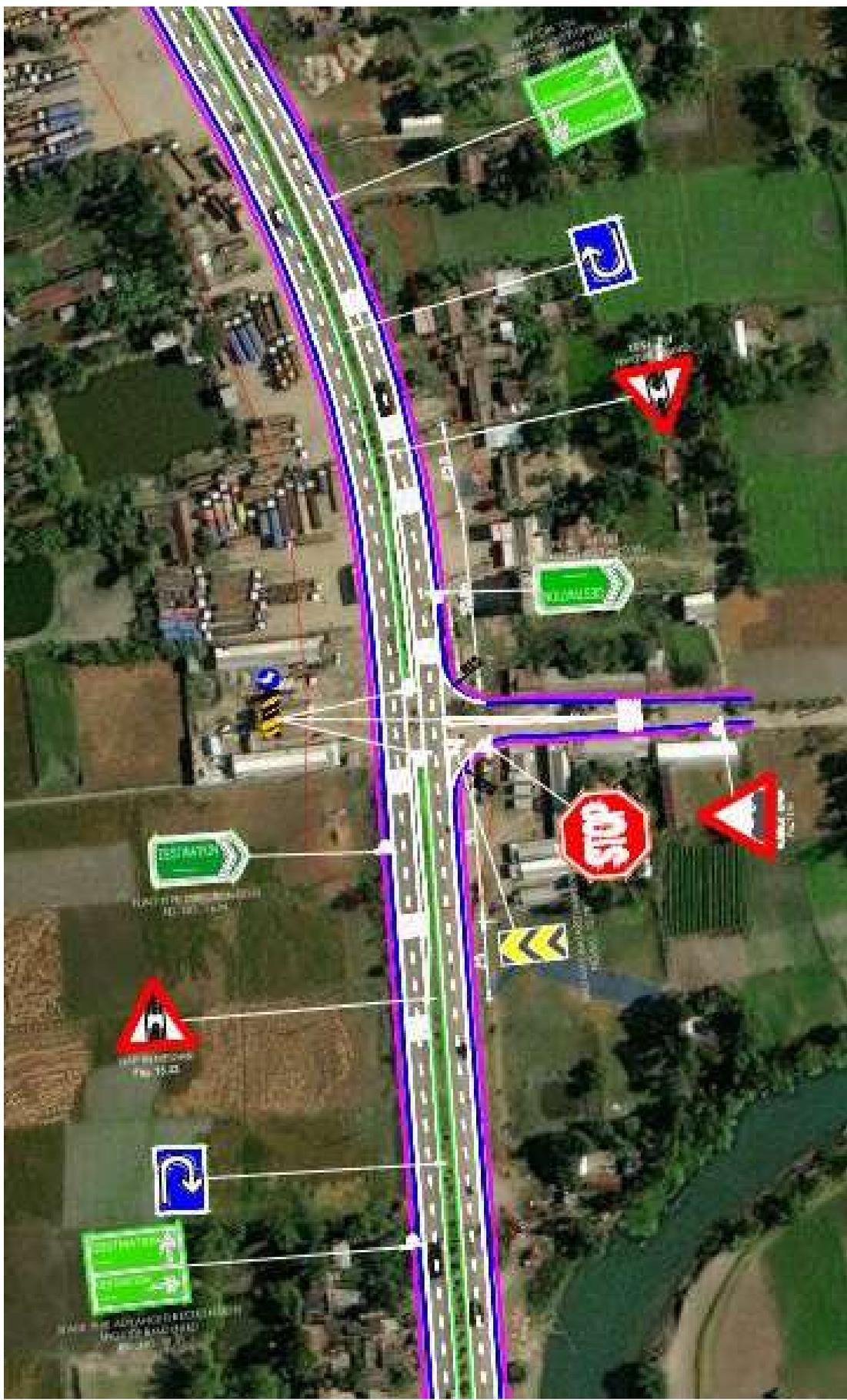
Ch. 1004+500 to 1005+204



Tolling, Operation, Maintenance & Transfer of Four Lane with paved shoulder of NH-27 (old NH-31C) from Kachugaon to Rakhaldubi Bus junction (existing Km. 30+000 to Km 92+671) & NH-27 (old NH-31) from Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000) in the state of Assam – Section Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km. 1013+000)

Ch. 1011+624 to 1012+300

Tolling, Operation, Maintenance & Transfer of Four Lane with paved shoulder of NH-27(old NH-31C) from Kachugaon to Rakhaldubi Bus junction (existing Km. 30+000 to Km 92+671) & NH-27 (old NH-31) from Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000) in the state of Assam – Section Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km. 1013+000)



Tolling, Operation, Maintenance & Transfer of Four Lane with paved shoulder of NH-27(old NH-31C) from Kachugaon to Rakhaldubi Bus junction (existing Km. 30+000 to Km 92+671) & NH-27 (old NH-31) from Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000) in the state of Assam – Section Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km. 1013+000)

Ch. 1012+700 to 1013+000

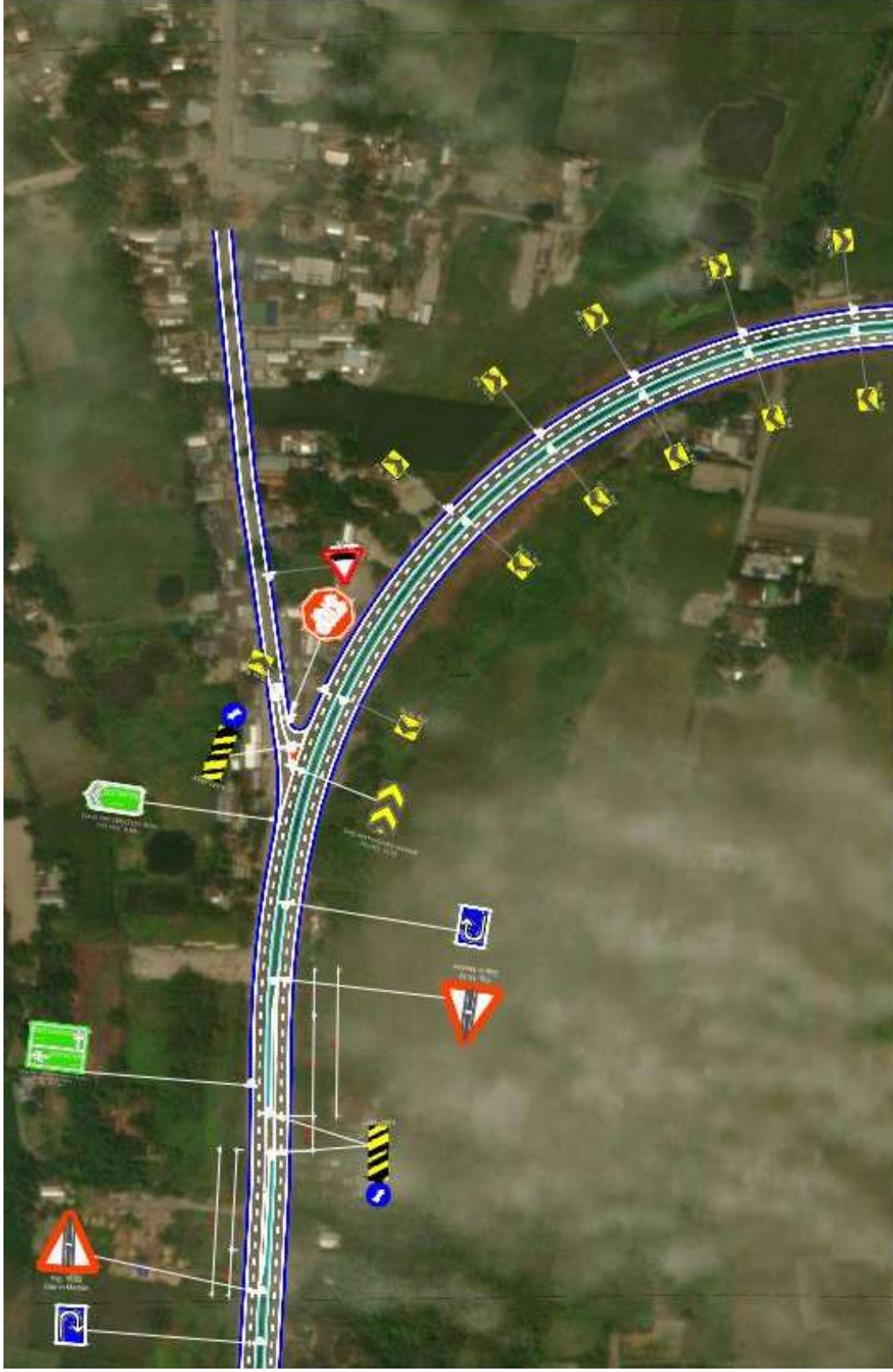


Tolling, Operation, Maintenance & Transfer of Four Lane with paved shoulder of NH-27 (old NH-31C) from Kachugaon to Rakhaldubi Bus junction (existing Km. 30+000 to Km 92+671) & NH-27 (old NH-31) from Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000) in the state of Assam – Section Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km. 1013+000)

Appendix B-II Junction Improvement Drawings Ch. 966+900



Ch. 982+410



Tolling, Operation, Maintenance & Transfer of Four Lane with paved shoulder of NH-27(old NH-31C) from Kachugaon to Rakhaldubi Bus junction (existing Km. 30+000 to Km 92+671) & NH-27 (old NH-31) from Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000) in the state of Assam – Section Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km. 1013+000)

Ch. 987+700



Tolling, Operation, Maintenance & Transfer of Four Lane with paved shoulder of NH-27 (old NH-31C) from Kachugaon to Rakhaldubi Bus junction (existing Km. 30+000 to Km 92+671) & NH-27 (old NH-31) from Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000) in the state of Assam – Section Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km. 1013+000)

Ch. 1008+680



Tolling, Operation, Maintenance & Transfer of Four Lane with paved shoulder of NH-27 (old NH-31C) from Kachugaon to Rakhaldubi Bus junction (existing Km. 30+000 to Km 92+671) & NH-27 (old NH-31) from Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km 1013+000) in the state of Assam – Section Rakhaldubi Bus Junction to Kaljhar (Km. 961+500 to Km. 1013+000)