



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

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भाराराप्रा/ नीति दिशानिर्देश / विविध दिशा-निर्देश / 2026 नीति परिपत्र सं. 18.118 / 2026 दिनांक 19th मई, 2026

{(ई-ऑफिस फाइल सं. DESIGN-13038/1/2026- Design Division (कम्प्यूटर सं. 315440 पर लिया गया निर्णय)}

NHAI/ Policy Guidelines/ Miscellaneous Guidelines/2026 Policy Circular No.18.118/2026 dated 19th May, 2026

{(Decision taken on E-Office File No. DESIGN-13038/1/2026- Design Division(Comp No. 315440)}

विषय: सड़क परिवहन और राजमार्ग मंत्रालय के दिनांक 04.05.2026 के परिपत्र का अनुमोदन और कार्यान्वयन - पुलों की निरंतर वास्तविक-समय स्थिति निगरानी के लिए सेंसर की आपूर्ति, स्थापना, कमीशनिंग तथा प्रचालन और अनुरक्षण मॉडल हेतु 'प्रस्ताव के लिए अनुरोध' (आरएफपी) - के संबंध में।

Sub: Endorsement and Implementation of MoRT&H Circular dated 04.05.2026- Model Request for Proposal (RFP) for Supply, Installation, Commissioning and Operation & Maintenance of Sensors for Continuous Real-Time Health Monitoring of Bridges - reg:

संदर्भ: सड़क परिवहन और राजमार्ग मंत्रालय पत्र सं. आरडबल्यू/एनएच-33044/13/2023-एसएंडआर (पीएंडबी) भाग (कंप्यूटर सं. 232086) दिनांक 04.05.2026

Ref: MoRTH letter no RW/NH-33044/13/2023-S&R(P&B) Part (Comp No. 232086) dated 04.05.2026

सड़क परिवहन और राजमार्ग मंत्रालय ने संदर्भित पत्र के माध्यम से "पुल की स्थिति की निगरानी हेतु आंकड़ा अधिग्रहण, आंकड़ा ट्रांसमिशन और आंकड़ा रिपोर्टिंग हेतु सभी सेंसर, हार्डवेयर सहित उपकरणों की आपूर्ति, स्थापना, कमीशनिंग और प्रचालन एवं अनुरक्षण" के लिए संशोधित मॉडल के प्रस्ताव के लिए अनुरोध (आरएफपी) जारी किया है।

Ministry of Road Transport & Highways (MoRT&H), vide letter under reference has issued the revised Model Request for Proposal (RFP) for "Supply, Installation, Commissioning and Operation & Maintenance of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring".

2. सड़क परिवहन और राजमार्ग मंत्रालय द्वारा दिनांक 04.03.2024 और 11.03.2024 के परिपत्रों के माध्यम से जारी किए गए पूर्व दिशानिर्देश/मॉडल आरएफपी को पुल की स्थिति की निगरानी प्रणाली (बीएचएमएस) के लिए कार्यान्वयन रणनीति को सुव्यवस्थित करने के लिए दिनांक 27.03.2025 के अनुवर्ती परिपत्र के माध्यम से रोक दिया गया था।

Contd....2/-

The earlier Guidelines/Model RFP issued by MoRT&H vide Circulars dated 04.03.2024 and 11.03.2024 were kept on hold vide subsequent Circular dated 27.03.2025 to streamline the implementation strategy for Bridge Health Monitoring Systems (BHMS).

3. संशोधित नीति ढांचे के अनुसार, आंकड़ा विश्लेषण के लिए सॉफ्टवेयर एप्लिकेशन, आईआईटी मद्रास द्वारा सी-डैक के सहयोग से केंद्रीय स्तर पर किया जाएगा। सेंसर, आंकड़ा अधिग्रहण प्रणालियों और संबंधित हार्डवेयर की आपूर्ति के लिए स्थापना, कमीशनिंग तथा प्रचालन और अनुरक्षण सहित क्षेत्रीय कार्यान्वयन का कार्य प्रतिस्पर्धी बोली के माध्यम से चयनित एजेंसियों द्वारा किया जाएगा।

As per the revised Policy Framework, the Software Application for Data Analysis shall be developed centrally by IIT, Madras in collaboration with C-DAC. The field implementation component comprising supply, installation, commissioning and operation & maintenance of sensors, data acquisition systems and associated hardware shall be executed through Agencies selected through competitive bidding.

4. तदनुसार, मंत्रालय ने भविष्य में आने वाली सभी सतत वास्तविक समय पुल की स्थिति की निगरानी परियोजनाओं के लिए एक संशोधित मॉडल आरएफपी जारी किया है। इसके दायरे में मुख्य रूप से निम्नलिखित शामिल हैं:

Accordingly, the Ministry has now issued a revised Model RFP for all future Continuous Real-Time Bridge Health Monitoring projects. The scope broadly includes:

- i. पुल की निगरानी के लिए सेंसर/इंस्ट्रुमेंटेशन प्रणालियों की आपूर्ति, स्थापना और कमीशनिंग;
Supply, Installation and Commissioning of Sensors/Instrumentation Systems for Bridge Monitoring;
- ii. डेटा अधिग्रहण, ट्रांसमिशन और रिपोर्टिंग;
Data acquisition, Transmission and Reporting;
- iii. मंत्रालय के सॉफ्टवेयर प्लेटफॉर्म के साथ एकीकरण;
Integration with Ministry Software Platform;
- iv. बीएचएमएस प्रणाली का 120 महीनों की अवधि के लिए प्रचालन एवं अनुरक्षण;
Operation & Maintenance of the BHMS System for a period of 120 months;
- v. स्थापित प्रणालियों का समय-समय पर कैलिब्रेशन, परीक्षण और अनुरक्षण।
Periodic calibration, Testing and Upkeep of Installed Systems.

5. सड़क परिवहन और राजमार्ग मंत्रालय ने यह निर्देश दिया है कि सभी कार्यकारी एजेंसियां 04.05.2026 के पत्र के माध्यम से प्रसारित संशोधित मॉडल आरएफपी के अनुसार ही भविष्य के बीएचएमएस कार्यों के लिए बोलियां आमंत्रित करेंगी।



MoRT&H has directed that all executing Agencies shall invite bids for future BHMS works strictly as per the revised Model RFP circulated vide letter dated 04.05.2026.

6. तदनुसार, उपर्युक्त सड़क परिवहन और राजमार्ग मंत्रालय के पत्र की एक प्रति संशोधित मॉडल आरएफपी के साथ सभी संबंधितों को सूचना, मार्गदर्शन और इसका सख्ती से पालन करने के लिए संलग्न की जा रही है।

Accordingly, a copy of the aforesaid MoRT&H letter along with the revised Model RFP is enclosed herewith for information, guidance and strict compliance by all concerned.

7. यह सक्षम प्राधिकारी के अनुमोदन से जारी किया जाता है।

This issues with the approval of Competent Authority.

संलग्नक: यथोपरी।

Encl.: As stated above.



19/05/26

(सीएस. संजय कुमार पटेल/ CS. Sanjay Kumar Patel)

प्रभारी मुख्य महाप्रबंधक(समन्वय) (i/c) Chief General Manager (Coord.)

प्रति/ To:

भाराराप्रा मुख्यालय/आरओ/पीआईयू/सीएमयू/साइट कार्यालयों के सभी अधिकारी।
All Officers of NHAI HQ/ ROs/ PIUs/ CMUs/ Site Offices.

प्रतिलिपि/ Copy to:

1. पुस्तकालय की साइट पर प्रकाशन के लिए पुस्तकालय को।
Library for hosting the Circular on Library site.
2. परिचालन के लिए वेब एडमिन को।
Web Admin for Circulation.
3. सचिव, सड़क परिवहन और राजमार्ग मंत्रालय के प्रधान निजी सचिव को सूचनार्थ।
PPS to Secretary, MoRT&H for Kind Information.



सत्यमेव जयते

1930.7

No. RW/NH-33044/13/2023-S&R(P&B) Part (Comp No 232086)
Government of India
Ministry of Road Transport & Highways
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: 04.05.2026

To

1. The Chief Secretaries of all the State Governments/ UTs.
2. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes).
3. The Chairman, National Highways Authority of India, G-5 6 6, Sector-10, Dwarka, New Delhi-110075.
4. The Managing Director, NHIDCL, 1st & 2nd floor, Tower-A, World Trade Centre, Nauroji Nagar, New Delhi-110029.
5. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110010.
6. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs/ Road Construction Department/ Highways Departments (dealing with National Highways and other centrally sponsored schemes).
7. The Secretary General, Indian Roads Congress
8. The Director, IAHE, Noida, UP
9. All CE-ROs, ROs and ELOs of the Ministry.

Subject: Model Request for Proposal (RFP) for Supply, Installation, Commissioning, and Operation & Maintenance of Sensors for Continuous Real-time Health Monitoring of Bridges - regarding.

Reference:

- (i) Ministry's circular No. RW/NH-33044/13/2023-S&R(P&B) dated 04.03.2024
- (ii) Ministry's circular No. RW/NH-33044/13/2023-S&R(P&B) dated 11.03.2024
- (iii) Ministry's circular No. RW/NH-33044/13/2023-S&R(P&B) dated 27.03.2025

Madam/Sir,

The Ministry had previously issued guidelines and model RFP documents for the implementation of real-time Bridge Health Monitoring Systems (BHMS) via circulars referenced at (i) and (ii) above. Subsequently, via circular dated 27.03.2025, the invitation of fresh bids was put on hold to streamline the implementation strategy.

2. It was decided that the Software Application for Data Analysis would be developed centrally by IIT Madras in collaboration with C-DAC. The supply, installation, and commissioning of hardware (Sensors and Data Loggers) and their subsequent operation and maintenance are to be carried out through an agency finalised through competitive bidding.
3. Accordingly, a new Model RFP for Continuous Real-time Health Monitoring of Bridges has been developed for the "Supply, Installation, Commissioning and Operation &

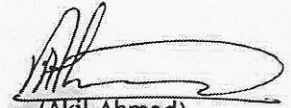
Maintenance of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring".

4. All executing agencies are hereby directed to invite bids through this new Model RFP for all future continuous bridge health monitoring projects. The new Model RFP document is attached herewith and is also available on the Ministry's official website.

This issues with the approval of the Competent Authority.

Yours faithfully,

Encl: New Model RFP for Continuous Health Monitoring of Bridges



(Akil Ahmad)

Superintending Engineer,
for Director General (RD) & Special Secretary





GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS

Zone-
Office Address:

Dated:

Tender No.

E-Tender Document

For

Supply, Installation, Commissioning and Operation & Maintenance of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring on ----- in the State of

(Participation through e-Tender only)

Visit: <http://eprocure.gov.in>

**TECHNICAL BID
(PACKET-A)**

TENDER DOCUMENT

**GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS**

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NOTICE INVITING TENDER

PART – I

Chapter - I
GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS
S&R (Bridges)
Transport Bhawan,1, Parliament Street, New Delhi-110001

No.

DATE:

NOTICE INVITING TENDER

National Competitive Bidding

Name of Work: Supply, Installation, Commissioning and Operation & Maintenance of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring on ----- in the State of

1.1.1 Ministry Of Road Transport & Highways, New Delhi, India, invites sealed tenders on two packet system on prescribed forms from firms/ Companies / Joint Ventures having requisite experience and financial capacity for execution of the following work:

Table 1				
SN	Name of work	Estimated cost of work (Rs)	Earnest money (Rs) ('Bid Security')	Completion Period
1.	Supply, Installation, Commissioning and Operation & Maintenance of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring on ----- in the State of	-----	2.0% of Estimated Cost of work	126 months

1.1.2 Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in clause no. 1.3.13 (i) A & B of Preamble and General Instruction to tenders (Part-I, Chapter III).

1.1.3 The complete Tender document can viewed / downloaded from official portal of <http://eprocure.gov.in> from at Hrs to up to Bidder must submit its Technical Bid and the financial bid at the aforesaid web portal. Bid received online shall be opened on at If the office happens to be closed on the date of opening as specified, then the same will be opened on the next working day. The bidders must

possess compatible Digital Signature Certificate (DSC) both Signing and Encryption (in the name of person who will sign the tender) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of MoRT&H. Bidder shall make payment towards cost of **tender documents of Rs 10,000.00 (Ten Thousand)** only through NTRP PORTAL (Non-Tax Receipt Portal) i.e www.bharatkosh.gov.in. The payment of cost of tender documents other than through NTRP portal will not be accepted and in such case the bid shall be summarily rejected. **For Startup bidders recognized by DPIIT, no fee of tender document is required to be paid. Details to be selected in Bharatkosh Portal for making payment are as under:**

Description	-----
Ministry	ROAD TRANSPORT AND HIGHWAY
Purpose	Sale of Tender Documents
Pay and Accounts Officer (PAO)	-----
Drawing and Disbursing Officer (DDO)	-----

- 1.1.4** **Employer** may issue addendum(s)/ corrigendum(s) to the tender documents. In such cases the addendum(s) / corrigendum(s) shall be issued and placed on **official portal of <http://eprocure.gov.in>** at least three days in advance of date of opening of tender. The tenderer who have purchased tender documents or downloaded the tender documents from the website before issue of addendum(s)/ corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s) / corrigendum (s) (if any) shall also be submitted duly stamped and signed along with the submission of tenders. Any tender submitted without addendum(s) / corrigendum(s) (if any) shall be summarily rejected.
- 1.1.5** The tender documents shall be in two packets system containing TECHNICAL BID and FINANACIAL BID. Detailed credential as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in technical bid. Summary of Prices at Schedules-I & Schedule-II duly filled in along with Schedule of Prices are to be submitted in “Financial Bid”.
- 1.1.6** Tender shall be submitted as per “General Instruction to Bidders” forming as part of the complete tender documents.

It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in in the name of the person who will submit the online tender and is authorized to do so.

To participate in the bidding, it is mandatory for the Bidders to get registered their firm with e-procurement portal <https://etenders.gov.in> to have user ID & password.

Submission of Offer

Bid must be submitted online and Bid submitted through any other mode shall not be entertained. However the bidder shall produce the hard copy of Bid document Cost, Bid security and other documents physically in the XXXXXXXX on any working days before last date of submission of bids i.e of, failing which the bid shall be summarily rejected and liable for other penal action as per rule prevailed in the state. All the required documents (legible) as mentioned in Check list have to be uploaded along with the offer on <http://eprocure.gov.in> **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.**

CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

S. No.	Documents to be Attached	Tick Yes/ No
1.	The Covering Letter as per format given in the Section 2.	
2.	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender.	
3.	Certified Copy of GST No, PAN Card & Aadhar Card.	
4.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed /Memorandum and Articles of Association of the Company/Firm/Agency.	
5.	Constitution of the Company/Firm/Agency in the form prescribed in Annexure-III.	
6.	Complete Tender Document including Corrigendum/ Addendums Signed by the Bidder.	

Important Notes:

Documents No.1 to 6, should be scanned and uploaded along with offer as attachment at website <http://eprocure.gov.in>

The detailed instructions of e-tendering can be read through website <http://eprocure.gov.in> The Addendum/Corrigendum, if any; shall be hosted on the website <http://eprocure.gov.in>

The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted. The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website <http://eprocure.gov.in> along with Technical Bid. The **bid** shall be accepted through **Online mode only**.

Tenderers are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected.

Employer reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.

- 1.1.7 Any bid received without bid Security ('Earnest money Deposit') and cost of tender documents (in case of downloaded tenders) in the form as specified in the tender documents shall not be considered and shall be summarily rejected.**
- 1.1.8 Employer** reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. **Employer's** assessment of suitability as per eligibility criteria shall be final and binding.
- 1.1.9** Bidders may note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. Bid Security of such Bidders shall be forfeited. The decision of **Employer** in this regard shall be final and binding.
- 1.1.10** Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.
- 1.1.11** The validity of offer shall be **120 days** from the date of opening of the bid.
- 1.1.12** Transfer of the tender document purchased by intending bidder to another bidder is not admissible. Bidders can submit bid only on the documents purchased / downloaded from website: <http://eprocure.gov.in> by them.

PART - I

Chapter II

GENERAL INFORMATION / DATA SHEET

TENDER NOTICE NO dated
Name of the work	Supply, Installation, Commissioning and Operation & Maintenance of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring on ----- in the State of
Estimated Cost	Rs.....
Completion Period	126 Months [6 Months for Supply, Installation, Commissioning and 120 Months for Operation & Maintenance]
Bid Security	Rs. (2% of Estimated Cost)
Cost of Tender Document (Non-Refundable)	Rs.10000/- Plus GST = Rs.....
Date and Time of Issue of Tender	Tender document can be downloaded from Hrs of
Last date and Time of submission of Bid (Online) upto hrs
Date and Time of Opening of Bid (Technical bids - Packet A) at hrs
Validity of offer	120 days
Retention Money:	5 % of Contract Value
Performance Bank Guarantee/Performance Security	Performance Guarantee (PG)/performance security have to be submitted within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA), at the rate of 10% of the contract value.

**PREAMBLE & GENERAL
INSTRUCTION TO TENDERERS**

PART I

Chapter - III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1.3.1 Introduction

- (i) Deleted
- (ii) Deleted
- (iii) Scope of Work

DG (RD) &SS, Ministry of Road Transport and Highways, New Delhi, invites tenders from Firms / Companies / Joint Ventures having requisite experience and financial capacity for execution of the following work:

"Supply, Installation, Commissioning and Operation & Maintenance of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring on ----- in the State of"

- (iv) **Scope of work** is as per the requirements given in the bid document but not limited to:

The work will be divided in two phases. The first phase **of 6 months**, will be the Installation and commissioning of the Bridge Health Monitoring system on ----- in the State of..... The second phase will consist of operation and maintenance of the system, ensuring snag-free functioning for a minimum period of **120 months**. The scope of work shall broadly consist of:

A. Installing and Commissioning:

1. To develop a conceptual sketch showing various parameters being recorded and their inter-relationship. The sketch shall also identify the field measurements that may be required for deriving the parameters.
2. To develop a complete list of instruments/sensors and accessories (including cables, etc.) used to measure the required parameters, for approval of MoRTH, including detailed specifications of each instrument.
3. To submit the gross geometric details of the bridge, Span, cross section dimensions, reinforcement details, prestress tendon areas, design prestressing force etc.
4. To develop a detailed drawing, for approval of Authority, showing the exact location of each instrument on the bridge, the method of fixing the instrument and method of measuring the relevant parameter(s) **(The exact location of the**

sensors in the bridge would be shared with the successful bidder by authority)

5. To procure all the instruments, accessories, cables etc. as per Authority approved documents and install the same on the bridge as per the approved method of fixing shown on the approved drawing.
6. To transmit the data to Ministry software.
7. To provide redundancies in the sensors to ensure detection of malfunctioning of sensor (by comparing the data received from multiple sensors). This will be applicable for critical parameters to be measured.
8. To provide certificate of validity of measurement from each instrument or validate each instrument by testing the same after installation.
9. To provide an "Operation Manual" for each instrument.
10. To provide a system/device for the sensors to be tested for the specified rate of measurement of said parameter(s).
11. To receive data from the instruments and process the same for transmission to authority's software in the prescribed manner and frequency of transmission.

B. Maintenance:

1. To monitor the health and performance of all instruments and ensure that these are kept in working condition all the time.
2. To diagnose defects if any in the instruments and rectify the same.
3. To monitor the data being received from the instruments and check for any abnormal/absurd data being received. In case any absurd data is noted, investigate/diagnose the likely cause of the same. In case the fault lies with the instrument then effect the necessary repairs/replacement of the instrument.
4. To obtain Calibration Certificate from a NABL Accredited Third-party entity annually. The sensors should be physically tested to check functionality according to specified measurement conditions. Instruments shall be calibrated as per frequency recommended by the Manufacturer and Calibration Certificate of the same from a NABL or NABL accredited laboratory is required to be submitted.
5. Maintenance of the all-installed devices and accessories for a **minimum period of 120 months.**
6. At all times, during the Project implementation, the Contractor shall ensure:
 - a) Due diligence and excellent standards in the performance of the assignment.
 - b) Compliance of all rules related to the contract of the project.
 - c) Safety of the works being carried out by the Contractor.
 - d) Highest standards of quality assurance in the execution of the contract.

- e) Deployment of high Quality equipment machinery and related infrastructure and adequately qualified personnel
- f) Completion of work in the prescribed time schedule.
- g) That the Contractor assists the **Authority** for the required coordination with the local administration, infrastructure stake holders, Revenue Authorities and any other stake holders, until the approval are given by the concerned authorities.
- h) Quick response on queries and clarifications sought by Employer.
- i) **Data Acquisition, Data Transmission & Reporting of Data in the format as provided in the technical specification.**
- j) Safety, and safe custody of the BHMS system shall remain the responsibility of the Contractor throughout the contract period.

(v) Cost of the work: The estimated cost of the tendered work is approximately Rs.....

(vi) The tenderer shall be governed by General Conditions of Contract (GCC), Preamble and General Instructions to Tenderers (ITT) and Special Conditions of Contract (SCC). Wherever, there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding. Part-I, Chapter-IV and V of the tender document contains General Conditions of Contract and Special Conditions of Contract specific to this work and shall be applicable in the contract.

(vii) Location

Works are to be executed on ----- in the State of". However, **Employer** reserves right to change the site of work, anywhere in adjacent / adjoining area of the work defined in Para 1.3.1 (iii) above in the jurisdiction and the contractor shall be bound to execute the work.

(viii) Order of Precedence of Documents: In tender/contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award
- ii. Schedule of Items, Rates & Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. General Conditions of Contract
- vii. MoRTH Specifications/Guidelines

viii. Relevant IRC Codes

1.3.2(a) Tender Bid

The Tender Bid shall have to be submitted in Two Packet System as under:-
Packet - A

Eligibility/Qualifying element of the Tender Bid along with other documents mentioned in para 1.3.2 (b) (i), here in after called "TECHNICAL BID "

Packet - B

Price elements of the Tender Bid as per para 1.3.2 (b) (ii), herein after called "FINANCIAL BID".

The TECHNICAL BID (Packet - A) shall be opened on the date of tender opening and the detailed scrutiny of TECHNICAL BID shall be carried out. The "FINANACIAL BID" (Packet - B) shall be opened only of those tenderers who qualify in "Technical bid". The detailed procedure for tender opening and processing is given in Para 1.3.5.

1.3.2(b) Form of Tender

Tenders not submitted in the proper Forms are liable to be rejected.

(i) Documents to be enclosed with the TECHNICAL BID (Packet - A):-

S. No	Description	Documents
(1)	Offer letter complete.	Form No. 1
(2)	Tenderer's credentials in accordance with para 1.3.13 (i) & (ii) of Preamble and General Instructions to Tenderers.	Form No. 2A, 2B & 2C
(3)	Earnest money in accordance with Para 1.3.8 and Cost of Tender Document in accordance with Para 1.3.4.3 of Preamble and General Instructions to Tenderers in an envelope.	
(4)	Written confirmation authorizing the signatory of the tender to commit the tenderer and other documents as per format as applicable, in accordance with para 1.3.6 of Preamble and General Instructions to Tenderers.	

(ii) Documents to be enclosed with the FINANCIAL BID (Packet B):-

S. No	Description	Documents
-------	-------------	-----------

(1)	Summary of Prices, Schedule of Prices & Total Prices	Price Schedules
-----	--	-----------------

1.3.3 Tender Document

This tender document consists of following five parts:

CHAPTERS	DESCRIPTION
TECHNICAL BID	
PART - I	
Chapter I	Notice Inviting Tender
Chapter II	General Information / Data sheet
Chapter III	Preamble and General Instructions to Tenderers
Chapter IV	General Conditions of Contract
Chapter V	Special Conditions of Contract
PART - II	Technical Specifications
PART - III	Tender Forms (including Schedule of Prices)
PART - IV	Drawings
FINANCIAL BID	
PART - IV	Price Schedule-I, Price Schedule-II & Payment Schedule

1.3.4.1 Sale and Submission of Tender Document

1.3.4.2 Tender Document Obtaining Process: as mentioned in the following clause(s)

1.3.4.3 It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of MoRTH, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in), in the name of the person who will submit the Online Tender and is authorized to do so.

1.3.4.4 To participate in the bidding, it is mandatory for the Bidders to get registered their firm with e-procurement portal <https://etenders.gov.in> to have user ID & password

1.3.4.5 Deleted.

1.3.4.6 Tender shall be submitted through Online mode only at <https://etenders.gov.in>. Tender submitted by any other mode will not be accepted.

1.3.4.7 All the required documents (legible) as mentioned in Check list from S.No.1-6 have to be uploaded along with the offer on <https://etenders.gov.in> failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.

- 1.3.4.8** The detailed instructions of e-tendering can be read through website <https://etenders.gov.in>. The Addendum/Corrigendum, if any; shall be hosted on the website <https://etenders.gov.in>.
- 1.3.4.9** The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website <https://etenders.gov.in> as bid shall be accepted through Online mode only.
- 1.3.4.10** Tenderers are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. Ministry of Road Transport & Highways ('MoRTH') reserves the right to modify, expand, restrict, cancel, reject and re-float tender without assigning any reasons whatsoever.
- 1.3.4.11** The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. Should the Contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least ten days before the due date of submission of the tender.
- 1.3.4.12** Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- 1.3.4.13** All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- 1.3.4.14** After award of contract to the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by MoRTH shall be considered as final and binding.
- 1.3.4.15 Order of Precedence of Documents:** In tender/ contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill of quantities etc., forming part of the tender/ contract, the following shall be the order of precedence:
- (i) Letter of Award.
 - (ii) Schedule of Items, Rates & Quantities.
 - (iii) Special Conditions of Contract.
 - (iv) Technical Specifications as given in tender documents
 - (v) Drawings, if any.

- (vi) General Conditions of Contract.
- (vii) Relevant BIS Codes

For example, if any Item is found common in Special Conditions of Contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same Item.

- 1.3.4.16** Contractor must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document.
- 1.3.4.17** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 1.3.4.18** **MoRTH** reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of **MoRTH** in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- 1.3.4.19** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Bid Security/Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the **MoRTH** in this regard shall be final and binding.
- 1.3.4.20** Evaluation of tenders will be made on the basis of fulfilment of Eligibility Criteria mentioned in the Bid Document. However, **MoRTH** reserves the right to seek any clarification from the Contractor.
- 1.3.4.21 Modification/Substitution/Withdrawal of Bids:**
- i) Once bid is submitted, the tenderer will not be allowed to withdraw the offer.
 - ii) The tenderer can however modify their bid till closing time of tender. In case of revising the bid, the revised bid will supersede earlier bids and the latest bid will be considered for evaluation.
- 1.3.4.22 Opening and Evaluation of Bids:**
- (i) E-Tender shall be opened Online at the address given below at the time and date as specified in Section-I (Notice Inviting Tender) in the presence of

Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.

Address: Online Opening of Tender

.....

ii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non-Responsive.

iii) The Authority shall Open Bid Documents received in electronic form Online at hours on

1.3.4.23 Deadline for Submission of Tender:

Tenderer must ensure to complete the tender submission process in time as <https://etenders.gov.in> will stop accepting any Online Tender after Tender Closing Due Date & Time (.....) Contractor may visit the site on any working day to assess the Scope of Work before submitting their offer.

1.3.4.24 Cost of Tender Document:

Bidder shall make payment towards cost of tender documents of Rs Only through NTRP PORTAL (Non-Tax Receipt Portal) i.e www.bharatkosh.gov.in . The payment of cost of tender documents other than through NTRP portal will not be accepted and in such case the bid shall be summarily rejected. **For Startup bidders recognized by DPIIT, no fee of tender document is required to be paid.**

1.3.4.25 Bid Security/Earnest Money Deposit:

- (i) The tenderer must deposit the amount of Earnest Money for the amount prescribed in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee). The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The e - Bank Guarantee shall be transmitted through SFMS Gateway to MORTH Bank.
- (ii) Tenders received without Earnest Money in full in the manner prescribed above shall be summarily rejected.
- (iii) The Earnest Money Deposit of the Successful Tenderer, will be retained towards part of Security Deposit.

- iv) In case of Unsuccessful Tenderers, the Earnest Money will be refunded to them without interest after finalization of the Tender as promptly as possible. The Earnest Money of the Successful Tenderer shall be converted to Retention Money/Security Deposit when the Successful Tenderer has furnished the Performance Security and signed the Contract Agreement.
- v) **MoRTH** reserves the right of forfeiture of Earnest Money Deposit (EMD) in case of Successful Tenderer if:
 - (a) Does not execute the Contract Agreement within 30 (thirty) days from the date of Issue of Letter of Acceptance; or
 - (b) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 10% of contract value) as per Annexure-I of Tender Document, within 21 days of issue of Letter of Acceptance; or
 - (c) Does not commence the work within 7 days after receipt of Letter of Acceptance or date as specified in the Letter of Acceptance.
 - (d) Withdraws the offer during the period of validity/extended validity.
 - (e) When any of the information furnished by the tenderer not found true.
- vi) The forfeiture of bid security/Earnest Money Deposit (EMD) shall also be applicable if work is terminated at any stage as per terms and conditions of the contract.

1.3.4.26 Clause applicable for tender documents downloaded from Internet

Tenderer/s are free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the office of *Authority*. After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of *Authority*. In case of any discrepancy between the tender documents downloaded from the internet and the Master Copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

1.3.4.27 Complete tender documents must be submitted duly completed in all respects on <https://etenders.gov.in> upto Hrs on The “**Packet - A (TECHNICAL BID)**” will be opened at on the same day and read out in the presence of such tenderer(s) as is/are present. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on website <https://etenders.gov.in>. The detailed procedure of tender opening will be as per para 1.3.5.

1.3.4.28 The rates should be quoted in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in ‘words’ shall

be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.

1.3.4.29 Each page of the tender papers is to be signed by the tenderers or such person/s on his/their behalf who is/are legally authorized to sign for him / them.

1.3.4.30 Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

1.3.4.31 Pre-bid conference: Although, there will be no pre-bid conference. However, Bidders may give their queries in writing at least 20 days prior to last date of submission of Tender/Bid.

All communication between the Employer and the tenderer shall be in writing. For the purposes of seeking clarification, the Employer's address is:.....

1.3.5 Opening of Tender:

(a) Tender will be opened at hrs. on the MoRTH in the presence of the tenderers or their representatives as may be present at the prescribed date and time.

(b) After the opening of "TECHNICAL BID" (Packet-A) of all the tenderers, these bids shall be scrutinized and analysed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be short listed.

(d) The **FINANCIAL BID (Packet -B)** shall be opened on a subsequent date and time duly notified well in advance. Financial bid of the tenders who do not qualify shall not be opened. The time of opening, date and venue shall be advised to qualified tenderers well in advance to enable them to depute their representative. The earnest money of non-qualifying tenderers will be returned back within a reasonable period of completion of results of Technical bid.

1.3.6 Validity of Tender

Tenderer shall keep his offer open for a **minimum period of 120 days** from the date of opening of the tender or as mentioned in the Tender Notice.

1.3.7 Earnest Money ('Bid Security')

- (a) A Bidder is required to submit, along with its BID, a BID Security amounting to Rs.....(the "Bid Security"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA, in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee). The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The e - Bank Guarantee shall be transmitted through SFMS Gateway to MORTH Bank.
- (b) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the MoRTH.
- (c) The earnest money of the unsuccessful tenderer(s) will, save as here- in- before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the MoRTH shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest thereon.

NOTE: No interest shall be paid by Authority on bid security.

1.3.9 Execution of Contract Agreement

The Tenderer whose tender is accepted shall be required to appear in person at the office of **Authority**, a duly authorized representative shall so appear and execute the contract agreement **within 30 days** after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, **Authority** may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and **Authority** shall be entitled to forfeit the full amount of the bid security/Earnest Money.

1.3.10 Performance Security/Security Deposit on Acceptance of Tender

The performance security/security deposit on acceptance of tender shall be as per the Para 16. (1) to 16. (3) of General Conditions of Contract (GCC).

1.3.11 Tenderer's Address

The tenderer should state in the tender his postal/electronic e-mail address(s) legibly and clearly. Any communication sent in time, to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time. Important documents should be sent by registered post.

1.3.12 Right of Employer to Deal with Tenders

- (a) The Employer reserves the right of not to invite tenders for any of Employer work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.
- (b) The authority for the acceptance of the tender will rest with the Employer. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the Employer undertake to assign reasons for declining to consider or reject any particular tender or tenders.

1.3.13(i) Eligibility Criteria

(A): Technical Eligibility Criteria

Criteria	Compliance Requirement		Documents
	Requirement	Single Entity	Joint venture
<p>(1) The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>i) Three works of similar nature i.e. <u>"Any work involving instrumentation of Concrete (Railway or Highway Bridges) or composite(Railway or Highway Bridges) or Steel (Railway or Highway Bridges) structure(s) for Structural Health Monitoring"</u>, each costing not less than the amount equal to 30% of estimated Cost</p>	Must meet requirement	<p>'JV in its own name & style' - Must meet requirement.</p> <p>Or</p> <p>Lead Member of proposed JV-Must meet requirement</p>	<p>The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or Photostat of original certificates of client. The tenderers shall submit a copy of notarized affidavit on a non-judicial stamp paper stating that all their statements/ documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form-20. Non submission</p>

<p>of tender, or</p> <p>ii) Two works of similar nature i.e. <u>“Any work involving instrumentation of Concrete (Railway or Highway Bridges,) or composite(Railway or Highway Bridges) or Steel (Railway or Highway Bridges) structure(s) for Structural Health Monitoring”</u>, each costing not less than the amount equal to 40% of estimated Cost of tender, or</p> <p>iii) One work of similar nature i.e. <u>“Any work involving instrumentation of Concrete (Railway or Highway Bridges) or composite(Railway or Highway Bridges) or Steel (Railway or Highway Bridges) structure(s) for Structural Health Monitoring”</u>, each costing not less than the amount equal to 60% of estimated Cost of tender .</p>			<p>of notarized affidavit by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</p>
<p>Alternative eligibility criteria to (1)</p> <p>The bidder shall be an OEM (Original Equipment Manufacturer) or an authorized dealer of the OEM for the proposed sensors and Data Acquisition (DAQ) system. Further, for any quoted sensors, or DAQ, not manufactured by the bidder, a valid MoA (Memorandum of Agreement) with the respective OEM(s) shall be provided for each such item, covering supply, integration, and support. Additionally, the bidder shall have successfully instrumented and commissioned on at least one structure/one major bridge/tunnels</p>			<p>The bidder/tenderer shall submit the completion certificates / Certified completion certificates from the client(s) and or Photostat of original certificates of client. The bidder/tenderers shall submit a copy of notarized affidavit on a non-judicial stamp paper stating that all their statements/ documents submitted along with bid are true and factual. Non submission of notarized</p>

<p>within the last three (3) years, involving installation of at least fifty percent (50%) types of sensors specified in the scope of work (e.g., if six (6) types of sensors are specified, at least three (3) types shall have been installed and commissioned.)</p>			<p>affidavit by the bidder shall result in summarily rejection of his/their bid. All the certified copy of MoAs and other documents. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</p>
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Note: 1. Value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his / her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.

2. In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.

(B) : Financial Eligibility Criteria

Criteria	Compliance Requirement		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements
<p>The contractual payments received by the tenderer / JV firm or the arithmetic sum of contractual payments received by all the members of the JV firm in the previous three financial year and the current financial year up to the date of submission of tender shall be at least 150% of of estimated Cost of tender.</p>	<p>Must meet Requirement</p>	<p>Must meet requirement</p>	<p>The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department /client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc. The tenderers shall submit a copy of notarized affidavit on a non-judicial stamp paper stating that all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form-20. Non submission of notarized affidavit by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</p>

Note:

1. Contractual payments received by a Member in an earlier JV firm shall be reckoned only to extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in tender for considerations.
2. In case the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only.
3. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.
4. Separate completed works of minimum required values for each component shall also be considered for fulfilment of technical eligibility criteria.
5. Work experience certificate from private individual shall not be considered. However, work experience certificates issued by Railways / Highways, any Central /State Govt. Department / PSU of India or Autonomous Body of Central / State Govt. of India shall be accepted. Work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding current financial year, shall also be considered, provided the work experience certificate has been issued by a person authorized to issue such certificates.

1.3.13 (ii) Credentials of Tenderer

The tenderer shall provide satisfactory evidence in support of their technical and financial eligibility, which are acceptable to **MoRTH**, as follows:

- (a) For Technical eligibility criteria, the details will be submitted in Form No. 2A along with supporting documents.
- (b) For Financial eligibility criteria, the details will be submitted in Form No. 2B along with supporting documents.
- (c) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or certified Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary. These certificates should indicate the details of works carried out and successful commissioning of similar type of work executed by the tenderer. Completion certificate issued by Railways/Highways, any Central /State Govt. Department / PSU of India or Autonomous Body of Central / State Govt. of India will be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted. In case, the work is executed for Public Limited Company, copy of work order, bill of Quantity, TDS certificate payments received and copy of final/last bill paid by client shall be submitted.

The following will be applicable for evaluating the eligibility:

- (i) Similar nature of work physically completed within the qualifying period, i.e. last 7 financial year and current financial year (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility.
- (ii) The total value of similar nature of work completed during the qualifying period and not the payment received within qualifying period alone, shall be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions is to be considered.

However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original contract agreement value or last sanctioned contract agreement value whichever is lower, shall be considered for judging eligibility.

- (iii) As proof of sufficient financial capacity and organizational resources, contractor should have received total payments against satisfactory execution of all completed /on-going works of all types (not confined to only similar works) during the last three financial years and in the current financial year (up to the date of submission of the tender) of a value not less than 150% of advertised tender value.
- (iv) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per Form No. 2B. The details shall be based on the form 16-A/ 26-AS issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act 1961. The photocopies of Form 16-A shall be enclosed duly attested by Notary Public with seal and Notarial Stamp thereon or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp thereon.
- (v) The tenderer shall be considered disqualified/in-eligible if:
 - (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with **MoRTH** along with any of its attached and subordinate offices through an order issued by **MoRTH** with the banning being valid as on the date of submission the Tender.
 - (b) The Tenderer or any of its partners has suffered bankruptcy / insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.
 - (c) The Tenderer or any of its partners is currently blacklisted or under

investigation by MoRTH or any of its agencies.

(d) Tenderer has records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non – performance of the contractor: consistent history of litigation awarded against the Applicant or financial failure due to bankruptcy.

- (vi) For the purposes of conversion of foreign currency to Indian rupees (INR) Bank Currency (BC) selling exchange rates as published by State Bank of India on the date 28 days prior to date of submission of tender shall be used. For few of the currencies where BC selling rates are not published by SBI or reserve bank of India, the exchange rate may be obtained from website- <http://www.oanda.com/currency/historical-rates> or <http://www.xe.com>.
- (vii) For the purpose of evaluation of proposals, all values given in INR in eligible qualification criteria and the values provided by the applicants in the proposal in the currencies other than INR shall be converted into one i.e. INR as per exchange rate mentioned in para (vi) above.

1.3.13(iii) Care in Submission of Tenders:

- (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (iv) In case the successful tenderer is not liable to be registered under

CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

- (v) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (vi) **Authority** will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

1.3.13.(iv) Documents testifying tenderer previous experience and financial status should be produced along with the tender. Tenderer(s) shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Form-20**. Non submission of a copy of notarized affidavit by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The **MoRTH** reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the **MoRTH**, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the **MoRTH** shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the **MoRTH** there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business for a period of upto

five years.

(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid security/Earnest Money Deposit (EMD), performance security, retention money available with the **MoRTH** shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.

1.3.14. Non-compliance of any of the conditions set forth therein above is liable to result in the tender being rejected.

1.3.15. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the **MoRTH** for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of **MoRTH** as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

1.3.16. Partnership Deeds, Power of Attorney etc.:

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) In case tenderer is other than sole proprietorship firm, following documents shall be submitted by the tenderer:
 - (a) **Partnership Firm:** The tenderer shall submit (i) a copy of Partnership Deed and (ii) a copy of Power of Attorney (duly registered) in favour of an individual to sign the tender documents and create liability against the Firm.
 - (b) **Joint Venture (JV):** The tenderer shall submit documents required for JV as mentioned in the relevant Clause.
 - (c) **Company registered under Companies Act-2013:** The tenderer shall submit (i) the copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company; and (ii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - (d) **LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit alongwith the tender- (i) a

copy of LLP Agreement, (ii) a copy of Certificate of Incorporation; and (iii) a copy of Power of Attorney/Authorisation issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

- (e) **Registered Society & Registered Trust:** The tenderer shall submit (i) a copy of the Certificate of Registration, (ii) Deed of Formation; and (iii) a copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society etc. shall be neither asked nor considered, if submitted.
- (v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
- (vi) **MoRTH** will not be bound by any change in the composition of the firm made subsequent to the submission of tender. **MoRTH** may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

1.3.17. The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society / registered trust etc., if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, coordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

1.3.18. Employment/Partnership etc. of Retired Employees:

- (a) Should a tenderer be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the Departments owned and administered by the President of India for the time being, or should a tenderer being partnership firm / company / joint venture (JV) / registered society / registered trust etc have as one of its partners a

retired Engineer or retired gazetted officer as aforesaid, or should a tenderer being an incorporated company have any such retired Engineer or retired officer as one of its directors or should a tenderer have in his employment any retired Engineer or retired gazetted officer as aforesaid, the full information as to the date of retirement of such Engineer or gazetted officer from the said service and in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, or to take the employment under the Contractor, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired gazetted officer is so associated with the tenderer, as the case may be, shall be rejected.

- (b) Should a tenderer or Contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm/ company / joint venture (jv) / registered society / registered trust etc. one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the **Ministry of Road Transport and Highways**, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in clause 62 of standard general conditions of contract.

JOINT VENTURE (JV) IN WORKS TENDERS

- 1.4.1 Participation of Joint Venture (JV) in Works Tender:** This Clause shall be applicable for works tenders wherein tender documents provide for the same.
- 1.4.2** Separate identity/name shall be given to the Joint Venture.
- 1.4.3** Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 1.4.4** A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

- 1.4.5** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member.
- 1.4.6** Earnest Money Deposit (EMD) shall be deposited by JV or authorized person of JV as mentioned in tender document.
- 1.4.7** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format enclosed alongwith the tender).
- 1.4.8** Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid security/Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 1.4.9** Approval for change of constitution of JV shall be at the sole discretion of the **MoRTH**. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 1.4.10** Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 1.4.11** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 1.4.12** On issue of LOA (Letter of Acceptance), the MOU/ JV agreement between members of the JV to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of

Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the **MoRTH** before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated, **MoRTH** shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. This Joint Venture Agreement shall have, inter-alia, following Clauses:

- 1.4.13** Joint and Several Liability - Members of the JV to which the contract is awarded, shall be jointly and severally liable to the **MoRTH** for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the **MoRTH** during the course of execution of the contract or due to non- execution of the contract or part thereof.
- 1.4.14** Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 1.4.15** Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 1.4.16** Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- 1.4.17** No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the **MoRTH** in respect of the said tender/contract.
- 1.4.18** Documents to be enclosed by the JV along with the tender:
 - 1.4.18.1** In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
 - (a) A copy of the Partnership Deed,
 - (b) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,

- (c) A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

1.4.18.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

A copy of notarized affidavit on Stamp Paper declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

1.4.18.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (b) A copy of Memorandum and Articles of Association of the Company.
- (c) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.

1.4.18.4 All the Members of JV shall certify that they are not blacklisted or debarred by **MoRTH** or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

1.4.18.5 Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfilment of the aforementioned criteria.

1.4.18.6 Financial Eligibility Criteria:

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.3.13.i (B) above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria

in the tender under consideration.

1.5.1 Participation of Partnership Firms in works tenders:

1.5.2 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

1.5.3 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.

1.5.4 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

1.5.5 Once the tender has been submitted, the constitution of the firm shall not be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from **MoRTH** and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the **MoRTH** and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform **MoRTH** beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

1.5.6 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

- 1.5.7** The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 1.5.8** One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.
- 1.5.9** On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 1.5.10** On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 1.5.11** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

I. Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the **MoRTH** for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the **MoRTH** during the course of execution of the contract or due to non-execution of the contract or part thereof.

II. Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the

constitution of the firm without permission of **MoRTH**, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

- III. Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- IV. No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the **MoRTH**.

1.5.12 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- I. A copy of partnership deed.
- II. A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- III. An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by **MoRTH** or any other Ministry / Department of the Govt. of India / any State Govt. from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

1.5.13 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria by the partnership firm, laid down as above.

1.6.1 Period of Completion

Supply, Installation and Commissioning of instruments to be completed within 06 months from the date of issue of Letter of Award (LOA) and Operation & Maintenance of complete bridge health monitoring system including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring will be done for next 120 months. Therefore, the entire work is required to be completed in all respects within 126 months (One Hundred Twenty six months) from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall

be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

1.6.2 If the Tenderer/s deliberately gives any wrong information about credentials / documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, **MoRTH** reserves the right to reject such tender at any stage, besides, shall suspend business with such tenderer. The EMD of such tenderers shall also be forfeited.

1.6.3 Quantum of work and materials:

The indicative schedule of quantities of various items of works is included in Form - 4 of the tender documents.

1.6.4 Employer not bound to accept any tender:

The employer shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The employer reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

1.6.5 Schedule of Prices

The Schedule-I & II of the tender document lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

1.6.6 Performance Guarantee: Refer relevant clause of GCC.

1.6.7 The tenderer shall furnish information for making payment through ECS/ NEFT / RTGS (Tender Form No. 8 placed at Part IV of the tender documents).

1.6.8 Negotiation:

Should **MoRTH** decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations:

"I..... do declare that in the event of failure of contemplated negotiations relating to Tender No..... datedmy original tender shall remain open for acceptance on its original terms and conditions,".

1.6.9 Site Inspection:

Tenderers are requested to inspect the site and carry out careful examination to satisfy them as to the nature of work involved and facilities available at the site. They should note carefully all the existing structures and those under construction through other agencies. They should also study the suitability of utilizing the different equipment and the machinery that they intend to use for the execution of the work. The tenderers should also select suitable sites for the purpose of locating their store yard, laboratory, staff quarters etc., and satisfy themselves with regard to the feasibility of transporting the girders, etc. from the yard to the final site of placement etc.

No. P-45021/2/2017-PP (BE-II)
 Government of *India*
 Ministry of Commerce and *Industry*
 Department for Promotion of Industry and Internal Trade
 (Public Procurement Section)

Udyog Bhawan, New Delhi
 Dated: 04th June, 2020

All Central Ministries/Departments/CPSUs/All concerned

O R D E R

Subject: Public Procurement (Preference to Make in India). Order 2017- Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B. E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B .E.-II dated 29.05 .2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 04.06.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

2. Definitions: For the purposes of this Order:

'*Local content*' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent

'*Class-I local supplier*' means supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'*Class-II local supplier*' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

.... Contd. p/2

'*Nqn - Local supplier*' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'*L 1*' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'*Margin of purchase preference*' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'*Nodal Ministry*' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'*Procuring entity*' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act

'*Works*' means all works as per Rule 130 of GFR- 2017 and will also include '*turnkey works*'.

2. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under

(b) In the procurements of goods or works which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
11. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference. and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers. then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works which are covered by para 3(b) above and which are not divisible in nature. and in procurement of services where the bid is evaluated on price alone. the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier'. the contract will be awarded to L1.
- i. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- i. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price. the contract may be awarded to the L1 bidder.

{d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

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3. Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
4. Minimum local content: The local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
5. Margin of Purchase Preference : The margin of purchase preference shall be 20%
6. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
7. Government E-marketplace: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised
8. Verification of local content:
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender , bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.
- 9. Specifications in Tenders and other procurement solicitations:
 - a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
 - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
 - c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

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- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government. it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
 - e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."
- 10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents . an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter , appropriate action, administrative *or* otherwise . shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.
10. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation , with a view to avoiding cost increase from the operation of this Order.
 11. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
 12. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content. Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content If the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
 13. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge. may by written order, for reasons to be recorded in writing,
 - a. reduce the minimum local content below the prescribed level; or
 - b. reduce the margin of purchase preference below 20%: or

- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

14. Directions to Government companies : In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
15. Standing Committee: A standing committee is hereby constituted with the following membership:
 - Secretary , Department for Promotion of Industry and Internal Trade-Chairman
 - Secretary , Commerce-Member
 - Secretary , Ministry of Electronics and Information Technology-Member
 - Joint Secretary (Public Procurement), Department of Expenditure-Member
 - Joint Secretary (DPIIT)-Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

- 17 Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
 - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues. if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - g. may consider any other issue relating to this Order which may arise.
18. Removal of difficulties : Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

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19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order. within two months of the issue of this Order
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order



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GENERAL CONDITIONS OF CONTRACT

PART - I

CHAPTER IV

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1. (1) **Definition** In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires: -
- (a) The Ministry of Road Transport & Highway, Govt. of India (also referred to as 'MoRTH')(hereinafter referred to as "Employer") which expression shall, unless repugnant to the context, be deemed to include it's successors and assigns.
 - (b) Deleted.
 - (c) The 'Employer' is the party who will employ the Contractor to carry out the Works.
 - (d) "Engineer" and Employer's Engineer-Regional officer(RO), MoRTH/ Regional officer(RO),NHAI/ED, NHIDCL.
 - (e) **"Engineer's Representative" shall** mean Executive Engineer of the State PWD / Project Director (PD) in case of NHAI and NHIDCL, or the Authority Engineer / Independent Engineer, if appointed.
 - (g) "Contractor" shall mean the person / Firm / Company / JV whether incorporated or not who enters into the contract with the MoRTH and shall include their executors, administrators, and successors and permitted assigns.
 - (h) "Contract" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of MoRTH modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract.
 - (i) "Works" shall mean the works to be executed in accordance with the contract.
 - (j) "Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents.
 - (k) "Schedule of rates of MoRTH" shall mean the schedule of rates issued by the authority from time to time and shall also include Rates specified in tender document.

- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plan" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the **MoRTH** for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the defect liability period from the date of completion of the works as certified by the Engineer.
- (q) **Bid security shall mean Earnest money deposit (EMD)**
- (r) Maintenance period shall mean Defect Liability period (DLP)/Operation & Maintenance period

1.(2) Singular and Plural: - Words importing the singular number shall also include the plural and vice versa where the context requires.

1.(3) Headings & marginal headings: -The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATION

2. (1) Execution Co-relation and intent of contract Documents:-The contract documents shall be signed in triplicate by the **Authority** and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the **Authority** to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

2.(2) Deleted

2.(3) Deleted

3.(1) Law governing the contract: -The contract shall be governed by the applicable laws for the time being in force in the Republic of India. Applicable laws shall mean all

laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgements, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India. The Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Delhi shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

3.(2) Compliance to regulations and bye-laws:-

- i) The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- ii) The contractor shall ensure compliance with all relevant Central/State laws and rules as applicable such as Tax Laws, Labour Laws and Insurance etc with regard to the contract and shall be solely responsible for the same and shall keep the Authority fully indemnified against the liability of any Taxes, interest, penalty etc if any arising in connection with the contract.

4. Communications to be in writing: - All notices, communications, reference and complaints made by the Authority or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

5. Service of Notices on Contractors:-The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.

6. Occupation and use of land:- No land belonging to or in the possession of the Authority shall be occupied by the Contractor without the permission of the Authority. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-MoRTH bodies / persons are permitted to use MoRTH premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

7. **Assignment or subletting of contract:** - The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the **Authority**. Any breach of this condition shall entitle the **Authority** to rescind the contract under clause 62 of these conditions and also render the contractor liable for payment to the **Authority** in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub- contractor and the **Authority** and shall not relieve the contractor of any responsibility under the contract.
8. **Deleted.**
9. **Deleted**
10. **Carriage of materials:** - No forwarding orders shall be issued by the **Authority** for the conveyance of contractor's materials, tools and plant which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.
11. **Deleted**
12. **Representation on Works:** - The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the **Authority** to rescind the contract under clause 62 of these conditions.
13. **Relics and Treasures:-** All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the **MoRTH** and the Contractor shall duly preserve the same to the satisfaction of the **MoRTH** and shall from time to time deliver the same to such person or persons as the **MoRTH** may appoint to receive the same.
Excavated material:-The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the **MoRTH** provided that the contractor may, with the permission of the Engineer, use the same

for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

- 14. Indemnity by Contractors:-** The contractor shall indemnify and save harmless the MoRTH from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the MoRTH by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

15.(1) Performance Security/Security Deposit:

- (i) Within 21 (Twenty one) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the form set forth in Annex III, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e – Bank Guarantee from a Bank in the form set forth in Annex-I (the "Performance Security") for an amount equal to 10% (Ten percent) of its Bid Price. If it is not possible to furnish the Performance security in the form of e-Bank Guarantee option, Physical Bank guarantee shall also be accepted.
- (ii) The Performance Security shall be valid until 6(Six)Months after the Defects Liability Period(i.e. Operation and Maintenance period).
- (iii) The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 21 (thirty) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of this agreement.
- (iv) In in case of failure of submission of Performance Security within 30 days' time period as mentioned in clause 16(1)(iii), the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be encashed and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority
- (v) The Contractor may initially provide the Performance Security for a period of 5 (five) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 6 (six) months prior to the date of expiry thereof. Upon

the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Authority shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.

(vi) Appropriation of Performance Security: (a) Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default.

(b) Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate the Agreement in accordance with clause 62 (1) of GCC. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor's Default, and in the event of the Contractor not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with clause 62 (1) of GCC.

Note: After the work is physically completed as certified by competent authority, performance security/Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

15.(2) (i) Refund of Performance Security/Security Deposit:

(a) 50% of performance security shall be released after 1 year of successful commissioning of complete Bridge Health Monitoring system including all the Sensors, DAQ, Hardware for Data Acquisition, Data Transmission & Reporting of Data to the satisfaction of the engineer.

(b) The balance Performance Security shall be released in two equal instalments: the first installment in the second-last year of the contract period, and the second installment upon completion of six (6) months after the expiry of the contract period. (i.e., upon completion of the Defects Liability Period (Maintenance Period))

Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified have been rectified.

15.(2)(ii) Forfeiture of Performance Security /Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Performance Security/Security Deposit already with MoRTH under the contract shall be forfeited.

15.(2)(iii) The Engineer shall not make a claim under the Performance Security except for amounts to which the Authority is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- a) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- b) Failure by the Contractor to pay Authority any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- c) The Contract being determined or rescinded under clause 62 of the GCC.

15.(3) Deleted.

15.4 Retention Money: The retention money shall be **5%** of the contract value.

- (a) From every payment for Works due to the Contractor, the Authority shall deduct **10% (Ten per cent)** of the bill amount thereof as guarantee money for performance of the obligations of the Contractor (the "Retention Money") subject to the condition that the maximum amount of Retention Money shall not exceed **5% (five per cent)** of the contract value.
- (b) Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.
- (c) Within 15 (fifteen) days of the date of issue of the Completion Certificate, the Authority shall refund the balance of Retention Money remaining with the Authority after adjusting the amounts appropriated under the provisions of Clause 16.4(b).
- (d) Whenever the contract is rescinded, the Performance Security already submitted for the contract shall be encashed in addition to forfeiture of retention money available with **Authority.**

16. Force Majeure Clause:- If at any time, during the continuance of this contract, the Performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or act of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance of delay in

performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17-A Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for Delay not due to MoRTH or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of MoRTH's employees or by other Contractor employed by the MoRTH under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the MoRTH for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried

forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

- (iii) **Extension for Delay due to Authority:** In the event of any failure or delay by the **Authority** to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the **Authority** due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the **Authority** may grant such extension or extensions of the completion date as may be considered reasonable.

17-B Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the **Authority** may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time as the Engineer may decide. On such extension the **Authority** will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Sr. No.	Duration of extension of time under Clause 17-B	Rate of Liquidated Damages
(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week
(ii)	Above Twenty percent but upto Thirty percent of original period of completion	0.20% of contract value for

	including period of extension of DOC granted under Section 17A(i)	each week or part of the week
(iii)	Above Thirty percent but upto Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.30% of contract value for each week or part of the week
(iv)	Above Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.50% of contract value for each week or part of the week

Provided further, that if the **Authority** is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the **Authority** shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit/performance security and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

17 C Deleted

18.(1) Illegal Gratification:- Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the **Authority**, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the **Authority** shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the **Authority** and to the payment of any loss or damage resulting from such decision and the **Authority** shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the **Authority**.

18.(2) The contractor shall not lend or borrow from or have or enter into any monetary dealings and transactions either directly or indirectly with any employee of the **Authority** and if he shall do so, the **Authority** shall be entitled forthwith to rescind the contract and all other contracts with the **Authority**. Any question or dispute as to the commission or any such offence or compensation payable to the **Authority** under this clause shall be settled by the **authorized officials of the Authority**, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

EXECUTION OF WORKS

- 19.(1) Contractor's understanding:-** It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 19.(2) Commencement of works:-**The contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 19.(3) Accepted Programme of work:-** The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery, that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.
- 19.(4) Setting out of works:-** The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work. The contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.
- 20.(1) Compliance to Engineer's instructions:-**The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor

shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

20.(2) Alterations to be authorized: No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

20.(3) Extra works:- Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the **Authority**.

20.(4) Separate contracts in connection with works:- The **Authority** shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the contractor's work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

21. Instruction of Engineer's Representative:- Any instructions or approval given by the Engineer's representative to contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows:

- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

22.(1) Adherence to specifications and drawings:- The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer he shall bear all the costs arising or ensuing therefore and shall be responsible for all loss to the **Authority**.

22.(2) Drawings and specifications of the works:- The contractor shall keep one copy

of drawings and specifications at the site, in good order, and such contract documents as may be necessary available to the Engineer or the Engineer's representative.

22.(3) Ownership of drawings and specifications:- All drawings and specifications and copies thereof furnished by the **Authority** to the Contractor are deemed to be the property of the **Authority**. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the **Authority** on completion of the work or termination of the contract.

22.(4) Compliance with Contractor's request for details:- The Engineer shall furnish with reasonable promptness, after receipt by him of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably inferable there from.

22.(5) Meaning and intent of specification and drawings:- If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the higher authority who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

23 Working during night:- The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.

24. Damage to MoRTH property or private life and property:-The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the **Authority** or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the **Authority** and this although all reasonable and proper precautions may have been taken by the contractor, and in case the **Authority** shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the **Authority** may incur in reference thereto, shall be charged to the contractor. The **Authority** shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be

incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

25. Sheds, stores houses and Yards:-The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plan which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

26. Provision of efficient and competent Staff at work sites by the Contractor

26.1 The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.

26.2 The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

26.3 In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within 7 (seven) days of being so required and failure on the part of the contractor to comply with such instructions will entitle the **Authority** to rescind the contract under clause 62 of these conditions.

26A. Deployment of Qualified Engineers at Work Sites by the Contractor

26A.1 The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the **Authority** through separate instructions from time to time.

26A.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the

Authority through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.

26A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract' by the tender inviting authority."

27.(1) Workmanship and testing:- The whole of the works and / or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the contractor.

27.(2) Removal of improper work and materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time:

- (a) The removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) The substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the **Authority** shall be entitled to rescind the contract under clause 62 of these conditions.

28. Facilities for inspection:- The contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

29. Examination of work before covering up:- The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work

or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works: All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the **Authority** land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be rejected by the **Authority** necessary expenses incurred by the **Authority** in connection therewith shall be borne by the contractor.

31.(1) Contractor to supply water for works: Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

31.(4)(a) Contractor to arrange supply of Electric power for works: Unless otherwise provided in the contract, the contractor shall be responsible for arrangements to obtain supply of electric power for the works.

32. Property in materials and plant: The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the **Authority**. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the **Authority** and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the **Authority** be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

33.(1) Tools, Plant and Materials Supplied by Authority: The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or a like description or not belonging to the **Authority** and committed to his charge

for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33.(2) Hire of Authority's Plant: The Authority may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

34.(1) Precaution during progress of works: During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

34.(2) Roads and Water courses: Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

34.(3) Provision of access to premises: During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

34.(4) Safety of Public: The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Authority's property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.

34.(5) Display Board: The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size

not less than 1m x 1m.

- 35. Use of Explosives:** Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the **Authority** in respect thereof.
- 36.(1) Suspension of works:** The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:-
- (a) Provided for in the contract, or
 - (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or
 - (c) Necessary for the safety of the works or any part thereof.
- 36.(2)** The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspensions exceeds 14 days, the contractor shall be entitled to such extension of time for completion of the work as the Engineers may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.
- 36.(3) Suspension lasting more than 3 months:-** If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the **Authority**.
- 37. Rates for items of works:-** The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of the

contract and the specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight, of materials, stores, patterns, profiles, moulds, fittings, centring, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the **Authority**, the erection, maintenance and removal of all temporary works and, buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the **Authority**, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

However if, any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/ money or any other dues of Contractor with the Government of India.

39.(1) Deleted.

39.(2) Deleted

40.(1) Handing over of works: The Contractor shall be bound to hand over the works executed under the contract to the **Authority** complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer.

40.(2) Clearance of site on completion: On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in

the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Authority shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

Clause 40A: At the final stage of completion and commissioning of work, in case the contractor's failure is limited to only some of the works costing not more than 2% of the original contract value, and the Contractor request the engineer that such works may be offloaded from him and got executed through another agency and additional cost incurred, if any, should be recovered from his dues; the Engineer on being convinced that the anticipated additional cost for such works will not be substantial and can be recovered from the dues of the contractor and that such offloading will help in completion and commissioning of work, may agree to such offloading without any adverse repercussion on the performance security/performance guarantee and retention money/security deposit of the Contractor. However, the Engineer will not be under any compulsion to agree to such a request. Further, before issuing letter of acceptance to another agency for such work, the Contractor shall be informed of the rates at which the work will be got executed and the Contractor should give his consent to do so and certify that he would have no future claim on this account and that the extra expenditure so incurred, if any, by the Engineer in getting the offloaded work done, shall be recovered from subsequent Bills or any other dues of the Contractor. In case the Contractor fails to give such consent within three working days, the Engineer may treat the same as not acceptable to Contractor and proceed accordingly. In any case, Authority shall deduct 10% of cost of such work or Rs whichever is lower, from the Contractor's dues as administrative charges for the process of finalizing new agency for such work irrespective of whether or not such work is finally offloaded from Contractor or not.

41. Modification to contract to be in writing: In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Authority and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Authority unless and until the same is incorporated in a formal instrument and signed by the Authority and the Contractor, and till then the Authority shall have the right to repudiate such arrangements.

42. (1) Change of Scope: (a)The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications/

alterations to the Works (“Change of Scope”) within a period of **1(one) months** counted from the Appointed Date. Upon the Authority making its intention known to the Contractor for the specific Change of Scope, be it positive or negative, the Contractor shall submit his proposal for the said Change of Scope involving additional cost or reduction in cost. Any such Change of Scope shall be made and valued in accordance with the provisions of this Article 42.

(b) Provided that any such Change of Scope may be required and agreed to be executed between the parties beyond the period **of 1 months** of the Appointed Date but before expiry of 50% of the original Scheduled completion of supply, Installation and commissioning of the Project, subject to the condition that it shall not entail any claims (e.g. Extension of Time/ Prolongation related claims), against the Authority.

(c) The Change of Scope shall mean the following

- (i) Change in specifications of any item of Works;
- (ii) omission of any work from the Scope of the Project, and/ or
- (iii) any additional Work, Plant, Materials or services which are not included in the Scope of the Project, including any associated Tests on completion of construction

42.(2) (a) In the event of the Authority determining that a Change of Scope is necessary, it may direct Engineer to issue to the Contractor a notice specifying in reasonable detail the Works and services contemplated thereunder (the “Change of Scope Notice”). The Contractor shall submit a detailed proposal.

(b) If the Contractor determines, **not later than 30 days from the Appointed Date**, that a Change of Scope to the Works is required, it shall prepare a proposal at its own cost and shall submit to the Authority to consider such Change of Scope (the “Change of Scope Request”).

(c) The parties agree that costs and time for implementation of the proposed Change of Scope shall be determined as per the following:

- I. For works where Schedule of Rates (SOR) of concerned circle of State’s Public Works Department are applicable at the Base Date are available, the same shall be applicable for determination of costs. In case of non-availability of Schedule of Rates at the Base Date, the available Schedule of Rates shall be applied by updating the same based on WPI. In case the Contract Price is lower/ higher than the Estimated Project Cost as per RFP, then the SOR rates shall be reduced/ increased in the same proportion accordingly.
- II. For item of Works not included in Schedule of Rates as mentioned in sub-para (i) (c) of Clause 42.(2) above, the cost of same shall be derived on the basis of MORTH Standard Data Book and the Authority’s Engineer shall determine the prevailing market rates and discount the same considering WPI to achieve the prevailing rate at the Base Date, and for any item in respect of which MORTH Standard Data Book does not provide the requisite details, the Authority’s Engineer shall determine the rate in accordance with Good Industry Practice.

For the avoidance of doubt, in case the cost as determined by the Contractor and the

Authority reveals a difference of more than 10% (ten per cent), the cost as determined by the Authority shall be considered as final and binding on the Contractor.

- III. The costs of existing works or items, which are being changed/ omitted shall also be valued as per above procedure and only net cost shall be considered.
 - IV. The reasonable time for completion of works to be taken under Change of Scope shall be determined on the basis of Good Industry Practice and if such time exceeds the Scheduled Completion Date, the issue of Completion Certificate shall not be affected or delayed on account of construction of Change of Scope items/ works remaining incomplete on the date of Tests.
- (d) Upon consideration of the detailed proposal submitted by the Contractor the Authority, within 15 (fifteen) days of receipt of such proposal, may in its sole discretion either accept such Change of Scope with modifications, if any, and initiate proceedings thereof in accordance with this contract or reject the proposal and inform the Contractor of its decision and shall issue an order (the "Change of Scope Order") requiring the Contractor to proceed with the performance thereof.

For the avoidance of doubt, the Parties agree that the Contractor shall not undertake any Change of Scope without the express consent of the Authority, save and except any works necessary for meeting any Emergency, that too with verbal approval of Authority which shall be confirmed in writing in next 3 (three) days.

- (e) Payment for Change of Scope shall be made in accordance with the payment schedule specified in the Change of Scope Order.
- (f) (i) No Change of Scope shall be executed unless the Authority has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency.
(ii) Notwithstanding anything to the contrary in this Article 42, if any change is necessitated because of any default of the Contractor in the performance of its obligations under this Agreement, the same shall not be deemed to be Change of Scope, and shall not result in any adjustment of the Contract Price or the Project Completion Schedule.
- (g) In the event the Parties are unable to agree to the proposed Change of Scope Orders in accordance with Clause 42, the Authority may, after giving notice to the Contractor and considering its reply thereto, award such Works or services to any person or agency on the basis of open competitive bidding. It is also agreed that the Contractor shall provide assistance and cooperation to the person or agency who undertakes the works or services hereunder.

42.(3) Deleted

43.(1) Deleted.

43.(2) Signing of “No Claim” Certificate:- The Contractor shall not be entitled to make any claim whatsoever against the Authority under or by virtue of or arising out of this contract, nor shall the Authority entertain or consider any such claim, if made by the Contractor, after he shall have signed a “No Claim” Certificate in favour of the Authority in such form as shall be required by the Authority after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

44. Quantities in schedule annexed to Contract:- The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.

45. Measurement of Works by Contractor’s Authorized Representative (in case the contract provides for the same):

(a) The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates on the measurements taken by the Contractor’s authorized Engineer in accordance with the rules prescribed for the purpose by the Authority. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which ‘on account’ or ‘final’ measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor’s attendance the test checks may be conducted in his absence and such test checks shall not withstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

(i) It shall be open to the Contractor to take specific objection to test checks of any

recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, Authority shall recover liquidated damages equal to 15% of claimed gross bill value. In addition the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by Authority as per clause 45(i) above.

- 46.(1) **“On-Account” Payments:-** The Contractor shall be entitled to be paid from time to time by way of “One-Account” payment only for such works as in the opinion of the Engineer he has executed in terms of the contract.

All payments due on the Engineer’s or the Engineer’s representative’s certificates of measurements shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of 10%(ten percent) by way of retention money, until the amount of retention money is 5% of the total value of the contract, provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

- 46.(2) **Rounding off amounts: -** The total amount due on each certificate shall be rounded off to the nearest rupee i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Re. 1/- will be reckoned as Re. 1/-

- 46.(3) **On Account Payments not prejudicial to final settlement:-** “On- Account” payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by

the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

46.(4) Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

46A **PRICE VARIATION CLAUSE:**

46A.1 **Applicability:** Price variation clause shall be applicable for this contract and irrespective of the contract completion period. Variation in quantities shall not be taken into account for applicability of PVC in the contract.

Materials supplied free of cost by Authority to the contractors shall fall outside the purview of price variation clause. If, in any case, accepted offer include some specific payment to be made to consultant or some materials supplied by Authority free or at fixed rate, such payment shall be excluded from the gross value of the work for the purpose of payment /recovery of price variation.

46A.1 **Applicability:** Price Variation Clause (PVC) shall be applicable only in those contracts where tender conditions specifically permit it. Materials supplied free of cost by Authority to the Contractors and any extra NS item(s) included in subsequent variation falling outside the purview of the Schedule of Items of tender shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Authority free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation.

46A.2 **Base month:** The base month for the 'Price Variation Clause' shall be taken as month of opening of tender including extensions, if any, unless otherwise stated elsewhere. The quarter of applicability of PVC shall commence from the month following the month of opening of tender. The price variation shall be based on the average price Index of the quarter under consideration.

46A.3 **Price adjustment will not be provided** for the installation and commissioning of bridge health monitoring system (i.e. Price Schedule-I). Price adjustment for Maintenance period may be provided as mentioned in this clause.

46A.4 Deleted.

46A.5 Deleted.

46A.6 Deleted.

46A.7 **Price adjustment for Maintenance period:** Lump sum payment for Maintenance shall be adjusted every quarter for changes in rates and prices of various inputs in accordance with the formula given below:

$$V = P \times \frac{W_1 - W_0}{W_0}$$

Where

V= Increase or decrease in the quarterly lump sum payment

P= Quarterly lump sum payment due to the Contractor after adjusting any reduction in payment for non-compliance of the Maintenance Requirements

W₀= The wholesale price index (all commodities) for the month of the Base Date.

W₁= The wholesale price index (all commodities) for the first day of the quarter under consideration for determining the price adjustment.

Special Note

- (1) It is clearly indicated that price variation implies both increase as well decrease in input prices and therefore price variation during the currency of the contract may result in extra payment or recovery as the case may be.
- (3) General Conditions of Contract shall be applicable in context of Price variation. However, decision of Engineer shall be final & binding, in case of any conflict.

46A.10 **Price Variation During Extended Period of Contract**

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17-A of the General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 17-B of the General Conditions of Contract, price adjustment shall be done as follows:

(a) In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the General Conditions of Contract; as the case may be.

(b) In case the indices fall below the indices applicable to the last month of original/extended period of completion under Clause 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension

under Clause 17-B of the General Conditions of Contract.

47.0 Maintenance of works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of passing of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the contractor shall be liable for and shall pay and make good to the **Authority** or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

48.(1) Certificate of completion of works: As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to **Authority** against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the **Authority**. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

48.(2) Contractor not absolved by completion Certificate: The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the **period of maintenance(Defect Liability period 'DLP')** specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint

another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

48(3) Deleted.

49. Approval only by Maintenance Certificate: No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

50.(1) **Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction.** The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance/Defect Liability period(DLP) or as soon thereafter as any works ordered during such period pursuant to sub clause (2) Clause 48 of these conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the **Authority**.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract.

The Certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to **Authority** against the contract concerned

50.(2) **Cessation of Authority's Liability:** The **Authority** shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

50.(3) **Unfulfilled Obligations:** Notwithstanding the issue of the Maintenance certificate the Contractor and (subject to sub-clause 2 of this clause) the **Authority** shall remain liable for the fulfilment of any obligation incurred under the provision of the contract prior to the issue of the maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.

51.(1) **Final Payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer

or the Engineer's representative's certified measurements of the total quantity of work executed by the contractor upto the date of completion and on the accepted schedule or rates shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the Authority in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Authority for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) **Post Payment Audit:** It is an agreed term of contract that the Authority reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

51A. **Production of vouchers etc. by the Contractor**

- (i) For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties).The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

52.1 **Withholding and lien in respect of sums claimed:** Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Authority shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the Authority shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Authority shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other MoRTH or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Authority will be kept withheld or retained as such by the Authority till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Authority shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

52A. **Lien in respect of claims in Other Contracts:**

(i) Any sum of money due and payable to the contractor (including the retention money returnable to him) under the contract may be withheld or retained by way of lien by the Authority, against any claim of this or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.

(ii) However, recovery of claims of Authority in regard to terminated contracts may be made from the Final Bills, performance security and retention money of other contract or contracts, executed by the contractor. The Performance security submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Authority's dues against the terminated contract.

(iii) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Authority will be kept withheld or retained as such by the Authority till the claim arising out of or under any other contract is either mutually

settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

53.0 Signature on Receipts for Amounts: Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Authority in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good a sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Authority may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse

LABOUR

54.0 Wages to Labour: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Authority whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Authority such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Authority, such money shall be deemed to be moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Authority shall be entitled to recover the same from any moneys due or accruing to the Contractor under this or any other Contract with the Authority.

54A. Apprentices Act: The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time in respect of apprentices directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the contractor directly or through petty contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Authority may, in its discretion, rescind the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

Note: The contractors are required to engage apprentices when the works undertaken by them last for a period of one year or more and / the cost of works is rupees one lakh or more.

55.0 Provisions of payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub- contractors employed by him in the works. If In compliance with the terms of the contract, the Contractor directly or through petty contractors of sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the contractor to repay such money to the Authority deduct the same from moneys due to contractor in the terms of contract. The Authority shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Authority by the way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

55A. Provisions of Contract labour (Regulation and Abolition) Act, 1970:

55A.(1) The contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Authority from and against any claims under the aforesaid Act and the Rules.

55-A.(2)The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Act.

55A.(3) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.

55A.(4) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of, the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

55A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Authority is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the Authority due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the Authority will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Authority under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the Authority shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Authority to the contractor whether under the contract or otherwise. The Authority shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the Authority full security for all costs for which the Authority might become liable in contesting such claim. The decision of the Authority regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

55B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Authority from and against any claims under the aforesaid Act and the Rules.

55C. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, must get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the tenderer shall be levied a cess @1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess.

55-C (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website

'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance security or retention money, contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract .

55-D. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

- 56.0 **Reporting of Accidents of Labour:** The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub- contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall made every arrangements to render all possible assistance.
- 57.0 **Provision of Workmen's Compensation Act:** In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act 1923, Authority is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, Authority will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Authority under Section 12 Sub-section (2) of the said Act, Authority shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AuthorityL to the Contractor whether under these conditions or otherwise, Authority shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to Authority full security for all costs for which Authority might become liable in consequence of contesting such claim.
- 57A. **Provision of Mines Act:** The contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify the Authority from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.
- 58.0 **Authority not to provide quarters for Contractors:** No quarters shall normally be provided by the Authority for the accommodation of the contractor or any of his staff employed on the work.
- 59.(1) **Labour Camps:** The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on Authority land, if available, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Authority. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.
- 59.(2) **Compliance to rules for employment of labour:** The contractor(s) shall conform to all laws, by-laws rules and regulations for the time being in force

pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

- 59.(3) **Preservation of peace:** The contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of the **Authority** requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the **Authority** shall be recoverable from the contractor.
- 59.(4) **Sanitary arrangements:** The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the **Authority** Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative of the Medical staff of the **Authority**. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the **Authority** and the cost therefore recovered from the contractor.
- 59.(5) **Outbreak of infectious disease:** The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the **Authority**. Should cholera, plague or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on health sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the **Authority** and the cost therefore recovered from the contractor.
- 59.(6) **Medical facilities at site:** The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the **Authority** in relation to the strength of the Contractor's resident staff and workmen.
- 59.(7) **Use of intoxicants:** The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- 59.(8) **Restrictions On The Employment Of Retired Engineers Of **Authority** Services Within one Year Of Their Retirement:** The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not

completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the Authority and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit bid security, performance security and retention money of that contract.

60.(1) **Non-employment of labours below the age of 15:** the Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.

60.(2) **Medical Certificate of fitness for labour:** It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (**Proforma at Form No.15**) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

60.(3) **Period of validity of medical fitness certificate:** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

60.(4) **Medical re-examination of labourer:** Where any official appointed in this behalf by the Ministry of labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in the regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:-

(1) Only qualified medical practitioners can be appointed as "Certifying

Surgeons” and the term “Qualified Medical Practitioners” means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

- (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

- 61.(1) **Right of Authority of determine the contract:** The Authority shall be entitled to determine and terminate the contract at any time should, in the Authority's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Authority of such determination and the reasons therefore shall be conclusive evidence thereof.
- 61.(2) **Payment on determination of contract:** Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Authority shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Authority's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- 61.(3) The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.
- 62.(1) **Determination of contract owing to default of contractor:** If the Contractor should:
- - (i) Becomes bankrupt or insolvent, or
 - (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
 - (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
 - (iv) Have an execution levied on his goods or property on the works, or
 - (iv) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or

- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents
- (x) Fails to submit the documents pertaining to identity of JV and PAN
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under clause 25 and 27 of these conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Authority or to any person on his or on their behalf in relation to the execution of this or any other contract with Authority.
- (xv)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, with the Employer for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

(xv) (B) Fail to give at the time of submitting the said tender:-

- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
- (b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
- (d) Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
- (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor.
- (f) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the said clause, the Engineer on behalf of the **Authority** may serve the Contractor with a notice (**Proforma at Form No.16**) in writing to that effect and if the contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the **Authority** shall be entitled after giving 48 hours notice (**Proforma at Form No. 17**) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours notice, a final termination notice (**Proforma at Form No. 18**) should be issued.

62.(2) Right of Authority after, rescission of contract owing to default of contractor: In the event of any or several of the courses, referred to in sub-clause (1) of the clause, being adopted.

- (a) the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on

account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.

- (b) In the contract which has been rescinded as a whole, the retention money already with Authority under the contract shall be encashed/ forfeited and the performance security already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

- (c) Deleted.
- (d) The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (e) The Engineer shall as soon as may be practicable after removal of the contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount(if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plan and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

STATEMENT OF DISPUTES -

63.1 Dispute Resolution: (i)Any dispute, difference or controversy of whatever nature

howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 63.2.

(ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

63.2 Conciliation: In the event of any Dispute between the Parties, either Party may call upon the Engineer, or such other person as the Parties may mutually agree upon (the “Conciliator”) to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 30 (thirty) business day period or the Dispute is not amicably settled within 30 (thirty) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 63.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 64.3 but before resorting to such arbitration, the parties agree to explore conciliation by the Conciliation Committees of Independent Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and notified by the Authority on its website including its subsequent amendments. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration Act. In case of failure of the conciliation process even at the level of the Conciliation Committee, either party may refer the Dispute to arbitration in accordance with the provisions of Clause 64.

63.3 Demand for Arbitration:

(i) Any dispute which remains unresolved between the parties through the mechanisms available/ prescribed in the Agreement, irrespective of any claim value, which has not been agreed upon/ reached settlement by the parties, will be referred to the Arbitral Tribunal as per the Arbitration and Conciliation Act.

(ii) Deleted.

(iii) The Arbitral Tribunal shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Article 64 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

(iv) The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

(v) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

(vi) In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120 % (one hundred and twenty per cent) of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten per cent) per annum from the date of interim payment to the date of final settlement of such balance.

63.4 Adjudication by Regulatory Authority, Tribunal or Commission: In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Contractor and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 63.3, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

SPECIAL CONDITIONS OF CONTRACT

PART - I

CHAPTER V

SPECIAL CONDITIONS OF CONTRACT

- 1.5.1** This Tender shall be governed by Preamble and General instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.
- 1.5.2** If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.
- 1.5.3** **Scheme of work:** Within a period of 30 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.
- 1.5.4** **Expenses of Employer' Representative:** All the expenses of Engineer's representative shall be borne by the Employer whether the inspected material is finally utilised in work or not.
- 1.5.5** The decision of the Engineer shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.
- 1.5.6** This programme of the Contractor shall generally cover the followings: -
- 1561** . 1 The organization to manage and implement the Quality Assurance programme.
- 1562** The documentation control system:
- (i) Basic control system.
 - (ii) Adopted at manufacturer's work
 - (iii) Adopted at the Contractor Depot and work site.
- 1.5.6.3.** Procedure adopted for:
- (i) Source Inspection.
 - (ii) Incoming raw material inspection.
 - (iii) Verification of material purchased.
 - (iv) Fabrication Controls.

(v) Site erection controls.

1.5.8.4 Inspection and Test Procedure for:

- (i) Manufacture and quality control procedure.
- (ii) Field activity.

1.5.8.5 System of handling and storage.

1.5.8.6 System of quality audit.

1.5.8.7 System of maintenance of records.

1.5.8.8 For the purpose of obtaining 'On Account Payment', the Contractor shall submit along with the invoice, the documents indicated in the prescribed quality Assurance standards which should inter alia cover the following as may be applicable in each case.

- (i) Material test reports on raw materials used.
- (ii) Material type and routine test report on components specification.
- (iii) Inspection Plan with reports of the inspection Plan check points.
- (iv) Routine test report.
- (v) Factory test results as required under the specification.
- (vi) Quality audit report including test check report of Employer's representative if any.

1.5.9 Deleted.

1.5.10 Work By Other Agencies

- (a) Any other works undertaken at the same time by the Engineer direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances he may have to face on this account but the Employer shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by the Employer in order to permit simultaneous execution of his own works and those undertaken by other contractors or the Authority without being entitled on this account on any extra charge.
- (b) The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Authority operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.

1.5.11 Infringement of patents:

- (a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, except where these are specified by the Employer himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The contractor shall advise the Employer of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.
- (b) In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a licence, the signing of the Contract automatically gives the Employer the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Employer, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.
- (c) **Indemnification by contractor:** In the event of any claim or demand being made or action being brought against the Employer for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Employer of such equipment machine, plant work or thing, the contractor shall indemnify the employer and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Employer shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Employer if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Employer for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

1.5.12 Insurance:-

Before commencing of works, it shall be obligatory for the contractor to obtain, at his own cost, insurance cover should ideally be in INR currency in the joint name of the contractor and employer and be taken from Insurance Firms operating in India under the applicable laws of India under the following requirements :

- (a) Liability for death of or injury to any person/ employer's staff / animals or things or loss of or damage to any property / things / the work of other contractor (other than the work) arising out of the performance of the Contract.
- (b) Construction Plant, Machinery and equipment brought to site by the Contractor.
- (c) Any other insurance cover as may be required by the law of the land.

The contractor shall provide evidence to the employer / Engineer before commencement of work at site that the insurances required under the contract have been effected and shall within 60 days of the commencement date, provide the insurance policies to the Employer/Engineer, the contractor shall, whenever, called upon, produce to the engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.

The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor / other contractor working there. The Contractor shall indemnify and keep indemnified the employer / Engineer against all such damages and compensation for which the contractor is liable.

The Policies of the contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the engineer in the insurance policies mentioned above, then in such cases, the engineer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the engineer in this regard from the payment due to the Contractor or from the contractor's Performance security. However, the Contractor shall not be absolved from his responsibility and /or liability in this regard.

1.5.13 Accident:

- (a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.

- (b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.
- (c) The contractor' liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.5 lakh for any one accident.
- (d) The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to Authority accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.

1.5.14 Safety Measures:

- (a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the Authority premises, but shall then conform to the rules and regulations of the Authority if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work.
- (b) Blasting of rocks for foundation work shall be done only after due notice is given to the employer and time/s and date /s for blasting operations agreed to by the employer.
- (c) The contractor shall abide by all Authority regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub -contractors or workmen. He shall give due notice to his employees and workers about provision of this para.
- (d) Deleted.
- (e) If safety highway or bridge is affected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the employer shall, after giving due notice to the contractor in writing, take necessary steps and recover

the costs from the contractor.

1.5.15 Guarantee / Defect Liability Period (DLP):

- (a) The Contractor shall guarantee that all the works executed under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, for a period of **120 months** from the date of its successful installation & Operation certified by the Engineer.
- (b) During the period of guarantee the Contractor shall keep available an experienced engineer / man power to attend to any defective works / installations resulting from defective erection and/or defect in the installation supplied by the Contractor and or during maintenance. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer his successor(s)/Nominee.
- (c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the executed work whether such parts / structural elements of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.
- (d) The repaired or renewal parts structure shall be delivered / supplied and erected / executed on site free of charge to the employer.
- (e) Any materials, fittings, components or equipments / structure supplied under items for supplying / providing and fixing in schedule shall also be covered by the provisions of this paragraph. The liability of the Contractor under the guarantee will be limited to re-supply of components / structure installation and fittings.

1.5.16 Final Acceptance:

- (a) The final acceptance of the entire work executed shall take effect from

the date of expiry of the **period of guarantee / Defect Liability period (DLP)** as defined in paragraph 1.5.15 above, provided in any case that the Contractor has complied fully with his obligations under clause 1.5.15 .

- (b) If on the other hand the contractor has not so complied with his obligation under Para 1.5.15 above in respect of any work, the Employer may either extend the period of guarantee in respect of that work until the necessary works are carried out by the Contractor or carry out those works or got them carried out suo moto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each work, a certificate of final acceptance for the section shall be issued by the Employer and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Employer.
- (c) The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

Notwithstanding the issue of final acceptance certificate the Contractor and the Employer (subject to sub-clause as above) shall remain liable for fulfilment of any obligation incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

1.5.17 Payment:

Payment will be governed by the terms specified in Part-I, Chapter IV and in accordance with accepted schedule of prices, read with relevant para of the other parts and Chapters of the Tender Papers. The employer retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor.

- (i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the employer on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.

- (ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Employer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the employer for subletting whole and/or part of the work to any sub-contractor.
- (iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.
- (iv) It is an agreed term of the contract that the employer reserves the right to carry out post-payment Audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.
- (v) **Contract Price: (a)** The Authority shall make payments to the Contractor for the Works on the basis of the lump sum price accepted by the Authority in consideration of the obligations specified in this Agreement for an amount of INR (INR) (the "Contract Price"), which shall be subject to adjustments in accordance with the provisions of this Agreement. For the avoidance of doubt, the Parties expressly agree that the Contract Price shall not include the Goods and Services Tax (GST). The Parties further agree that save and except as provided in this Agreement, the Contract Price shall be valid and effective until issue of Maintenance Certificate

(b) The Contract Price includes all duties, taxes (excluding GST, which shall be payable at the applicable rates), royalty, cess, charges, and fees that may be levied in accordance with the laws and regulations in force as on the Base Date on the Contractor's equipment, Plant, Materials and supplies acquired for the purpose of this Agreement and on the services performed under this Agreement. Nothing in this Agreement shall relieve the Contractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of this Agreement.

(c) The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs, unless otherwise provided for in this Agreement.

(d) Unless otherwise stated in this Agreement, the Contract Price covers all the Contractor's obligations for the Works under this Agreement and all things necessary for the supply, installation & commissioning and maintenance of the bridge health monitoring system.

(e) All payments under this Agreement shall be made in Indian Rupees.

1.5.18 All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / National Electronic Funds Transfer (NEFT/RTGS). The successful tenderer on award of contract must submit ECS/NEFT/RTGS Mandate Form complete in all respects as detailed in the tender document. However, if the facility of ECS/NEFT/RTGS is not available at a particular location, the payments shall be made by cheque.

1.5.19 Performance Security/Guarantee:

- (i) The Bank Guarantee for performance Security shall remain valid until a date 60 days (or as specified in the Contract) after expiry of Defects Liability Period.
- (ii) The Bank Guarantee for performance Security shall be submitted invariably in the format given in the bidding document.
- (iii) The performance Security shall be released 21 days after issue of performance certificate.

1.5.20 Deleted

1.5.21 Arbitration: - Refer to clause 63 of GCC.

1.5.22 Deleted.

1.5.23 Deleted.

TECHNICAL SPECIFICATION

PART - II

Technical Specifications for Bridge Monitoring Scheme

1. **Scope:** The scope of this document is to provide the technical specifications for implementation of the Bridge Health Monitoring system on bridges.

2. Terminology

NABL: National Accreditation Board for Testing and Calibration Laboratories.

oneM2M: A global and national standards for IoT/M2M enabling secure, interoperable, sustainable, vendor agnostic and scalable IoT ecosystem. TEC has already declared oneM2M as the national IoT standard (TEC Letter No. 19-01/2020-STD/TEC dated 01-08-2022).

Further, the 2025 DoT advisory emphasizes adoption of oneM2M-based platforms for secure, interoperable IoT deployments in government programs.

CCSP: C-DOT Common Service Platform- a oneM2M standard based IoT common layer (offers IoT Common Service Functions (CSFs) in the form of standardized APIs) implemented by C-DOT.

CSE: Common Service Entity -an entity that host oneM2M common service functions.

AE: Application Entity- An entity having the application service logic.

Sensor: The part of the instrument or device that senses and reports the parameter.

Instrument: The unit comprising of sensors, ICs, PCB, power source, transmission unit, casing and other elements that is used for measurement of specific parameters. The unit shall conform to oneM2M standards for secure and standard data communication.

Device: The word device is used interchangeably with instrument.

Parameter: Parameter is the characteristic that is to be reported on the basis of measurement

TECHNICAL SPECIFICATIONS:

1. Bridge Health Monitoring System will be undertaken for thedistrict of The bridge hascarriageway. The bridge hasnos. of spans, span lengthm and Superstructure type. The bridge was completed on/built approximately years back.

The broad objectives for the bridge health monitoring system may include -To estimate the stiffness of the bridge/ To determine the live load acting on the bridge/To assess fatigue effects/To detect and monitor cracking in the bridge/crack propagation/To understand the strain cycles in the bridge structure and or any other particular scope for instrumentation of the bridge. - may be modified as per requirement for each bridge.

GAD (as built/reconstructed) enclosed.

Typical cross section of the bridge enclosed.

2. Bridge Health Monitoring will be done for **120 months** period following completion of installation

and commissioning.

3. The numbers of the sensors to be installed for **one span** are as detailed below:

Sensor Class	Numbers
Triaxial Accelerometer	6
Linear Strain Gauge	60 ± 12
Temperature Sensor	6 ± 2
Biaxial Inclinator / Tilt meter on girder	4
Corrosion sensor	1
Linear Variable Displacement Transducer	To be mentioned as per requirement for the bridge

- The exact number of strain gauges and temperature gauges depends on the bridge being instrumented. Hence, its number would vary within the range specified in the above table.
- The bidder in addition to the above numbers should have some spares for replacing faulty sensors when a fault arises.
- The location of these sensors would be at spans L/10, L/4, L/2, 3L/4, 9L/10 where L is the span of the instrumented segment of the bridge. At each of these spans the sensors would be distributed over the cross section. Some of the linear strain gauges would be used in a rosette formation. Hence sufficient bending radius of the fibers and fiber length has to be ensured. The exact location of the sensors in the bridge would be shared with the successful bidder. For electrical based sensors, if the cable length between the sensor and the DAQ should not exceed 40 m. Hence, multiple DAQ may be used.
- The data acquisition system should be able to accommodate the maximum number of sensors given in the above table.
- **Video camera is also to be provided for each lane.**

4. The technical specifications of the sensors are as follows:

Sl. No.	Sensor Class	Sensor Details	Specifications
1	Tri axial Accelerometer	Type or Model	MEMS
		Measurement Range	± 2g
		Resolution	50µg
		Frequency Response	0 – 200Hz
		Sampling Rate	Selectable up to 2000 S/s
		Operating temperature	**
		Waterproof	IP 67 compliant
		Performance metric	Standard deviation of the noise should be Less than 10 mm/s ² for acceleration under ambient vibration condition when measured at 1000 Hz
		Installation	Surface mounting on structure either

			by clamping or gluing
2	Strain Gauge	Type or Model	FBG, Vibrating wire
		Length of Measurement	120mm+/-20mm
		Temperature compensation	Intrinsic type: a separate temperature compensation mechanism should be included within the same strain sensor conduit to have no effect from temperature variation on the strain measurement.
		Measurand	Deformation and/or Strain
		Measurement Range	+/-1000 $\mu\epsilon$
		Sampling Rate	Selectable up to 200 S /s
		Operating temperature	**
		Measurement precision	1 $\mu\epsilon$
		Accuracy	$\pm 2\%$ reading individually calibrated to NIST standards
		Performance metric	Standard deviation of the noise under no load condition should be less than 1 microstrain when measured at 100 Hz.
		Installation	Surface mounting on structure either by clamping or gluing
		Waterproof	IP 67 compliant
3	Thermocouple	Sensor Type	Thermocouple
		Measurand	Temperature in structural concrete section
		Range	-10°C to +80°C
		Accuracy	$\pm 0.1^\circ\text{C}$
		Resolution	$\pm 0.01^\circ\text{C}$
		Sampling rate	1 Hz
		Waterproof	IP 67 compliant
		Performance metric	Standard deviation of the noise should be less than 0.1 degree Celsius under constant temperature of zero degree Celsius.
		Installation	Surface mounting on structure either by clamping or gluing
4	Biaxial Inclinometer / Tilt meter	Type or Model	MEMS
		Measurement Range	$\pm 10^\circ$
		Accuracy	$\pm 0.05^\circ$
		Measurands	Rotation of vertical structure in degree or radian
		Resolution	$\pm 0.001^\circ$

		Repeatability	± 0.01° (static)
		Linearity	2% of full scale
		Sample rate	Selectable up to 200 S /s
		Operating temperature	**
		Waterproof	IP67 compliant
		Performance metric	Standard deviation of the noise should be less than 0.1 milliradians for tilt meter under no rotation condition
		Installation	Surface mounting on structure either by clamping or gluing
5	Corrosion sensor	Type or Model	Corrosion sensor (Sensor should contain anode and cathode to measure corrosion penetration in steel and concrete resistivity to corrosion)
		Measurement	LPR, resistance
		Temperature	**
		Reference Cell	The reference cell will be the ERE 20 standard MnO ₂ /Ag-AgCl reference cell
		Installation	Core drilling minimum 40mm
6***	Linear Variable Displacement Transducer (LVDT)	Type or Model	Potentiometric
		Measurement Range	± 25 mm
		Accuracy	0.1 mm
		Resolution	0.01 mm
		Waterproof	IP67 compliant
		Installation	Surface mounting on structure either by clamping or gluing
		Operating Temperature	**
7	Acoustic Sensor on pier	Type or Model	Sonic
		Depth Range	Up to 25m
		Depth Resolution	10 cm
		Frequency/Rate	200 kHz
		Beam Width	9° ± 1°
		Temperature Sensor	Included
		Temperature accuracy	0.1°C
		Temperature Resolution	0.01°C

****Operating temperature for the sensors may be mentioned as per bridge site location considering the max and mini temp.**

*****To measure crack width Crack meter and LVDT can be used.**

- The Contractor shall provide compatible power arrangement, Data Acquisition System to collect data from all the sensors and Data Transmission System to transmit the data to appropriate cloud storage using oneM2M standard. The data from the sensors should be aggregated and time synchronized data should be sent, in JSON format, to a centralized cloud server where the analysis of the data would take place. The payload format in JSON will be shared to the successful

bidder. The Data Acquisition System and Data Transmission System should have the following minimum specifications to record, automate and transmit the measurements from various sensors.

- A GPS unit to broadcast the location of the unit.
- Capable of taking reading from all sensors in time synchronized manner.
- The reading unit must be capable of automatic, scheduled, long-term reading, storage, and transmission of data from local data logger. The reading unit must have a wired communication (Fiber-optic/ethernet) or wireless communication (4G/5G/6G), for transmission of sensor data to central server and for programming of measurements.
- The unit must be packed in a thermally controlled environment in IP 67 enclosure appropriate for use on-site.
- The reading unit must be powered by AC/DC current with internal battery backup for ensuring uninterrupted operation in case of power failure.
- A computational node at the site should convert the measured quantities to their physical units.
 - Acceleration should be in terms of g, acceleration due to gravity.
 - Strain gauges when configured as a rosette, the in-plane strain components – 2 normal strains and a shear strain – should be computed and only these components transmitted. The strain unit should $\mu\text{m}/\text{m}$. Strain gauge in linear configuration can be transmitted as $\mu\text{m}/\text{m}$.
 - Tilt should be in terms of the radians.
 - Temperature in degree Celsius.
- The Data Transmission System should be capable of sending data to storage location i.e., cloud / server at regular intervals through M2M protocol as given below:
 - Data Acquisition System should collect data at
 - 800 Hz for the accelerometers
 - 100 Hz for the strain gauges
 - 0.1 Hz for the temperature sensors
 - 100 Hz for the inclinometer
 - Find the absolute maximum and average values every minute for the sensors sampled as per the above sampling rates. Note that for the strain the average and absolute maximum values should be for the in-plane strain components.
 - Every six hours, all the data for a 5-minute duration at the sampling frequency for the respective sensors should be transmitted to the centralized server. Every minute data for these 5-minute duration should also be continued to be recorded and transmitted at the end of the hour.
 - In case the readings on any of the sensors exceeds a predefined threshold, to be mentioned by the authority (and configurable on the go), the reading from all the sensors 1 minute prior to the triggering event and 4 minutes after the triggering event should be recorded at the prescribed sampling frequency of the sensors and sent to the centralized server at the end of five minutes from the triggering event. All other recordings should continue as prescribed above.
 - Corrosion sensor values are to be reported every day to the centralized server at a fixed time, say 1 a.m.

- Channel configuration: Manual, via integrated sensor database, Calibration factor Automatically via TEDS, Project file
- Data logging / start and end:
 - Start: Manual, Power-on, via signal thresholds (limit values),
 - End: Manual, triggered (post), timing, number of measured values.
- Trigger: Analog, calculated signals, digital input (0 / 1) Trigger type Edge (rising, falling), level (above, below)

6. **Format for sending sensor data to the central server:** The collected data will be analyzed by a software being developed by the ministry. To ensure proper interfacing the following data structure needs to be followed:

A. Data Acquisition and Data Transmission Rate

The data from the sensors acquired by the Data Acquisition System should be aggregated and time synchronized data should be sent by the Data Transmission System, using oneM2M standard in JSON format, containing sensor data in the prescribed format (to be shared to the successful bidder), to a centralized cloud server. The Data Transmission System should be capable of sending data to storage location i.e., cloud / server at regular intervals as given below:

- Data Acquisition System should collect data at
 - 800 Hz for the accelerometers
 - 100 Hz for the strain gauges
 - 0.1 Hz for the temperature sensors
 - 100 Hz for the inclinometer
- Data Transmission System should collect the sensor data from the Data Acquisition System and transmit the sensor data at the following intervals:

Sensor Data Transmission Type	Data Update Interval	Data Content	Duration of data
Hourly data	Once every hour	1-min average and max values computed from the acquired data	1 hour
All data	Once every 6-hours	All data acquired at the sampling frequency	5 mins
Anomaly Data	When anomaly is detected at Data Acquisition / Transmission System	All data acquired at the sampling frequency 1 minute before and 4 minutes after threshold violation	5 mins
Daily once data	Any particular time of day	Data at that time	-

- Data Acquisition/ Transmission System should find the absolute maximum and average values every minute for the sensors sampled as per the above sampling rates and transmit to the central server in JSON format.
- In addition to the hourly update, the data transmission system should log and transmit to the central server in JSON format, all the data for a 5-minute duration at the sampling frequency for the respective sensors.
- In case the readings on any of the sensors exceeds a predefined threshold, the reading from all the sensors 1 minute prior to the triggering event and 4 minutes after the triggering event should be recorded at the prescribed sampling frequency of the sensors and sent to the central server, in JSON format, at the end of five minutes from the triggering event. All other recordings should continue as prescribed above.
- Corrosion sensor values are to be reported every day to the centralized server at a fixed time, say 1 a.m. in JSON format.

B. Format for sending sensor data to Central Server

Sensor data to be send to Ministry's Server in the form of JSON format through oneM2M standard. The oneM2M credentials and format of JSON files will be shared to the successful bidder.

Separate data packet in JSON format is to be send for each

- Span/pier / pylon
- Sensor class
- Type of data interval (hourly, 6-hourly, anomaly, daily)

7. Submittals: The Contractor will be required to furnish the following documents/ drawings as submittals:

- Initially, the Contractor shall submit the following in respect of monitoring Bridge to the authority:
 - The Contractor shall submit the gross geometric details of the bridge. Span, cross section dimensions, and if required by authority, reinforcement details, prestress tendon areas, design prestressing force.
 - MAC address of Data Transmission System and network over which the data is to be transmitted.
 - Registration of Data Transmission System is to be done on the oneM2M registration portal.
- After completion of the instrumentation the following details are to be provided:
 - AutoCAD drawing showing all the instruments/sensors positions on the bridge.
 - Make and model number, calibration details and values for all the sensors used.
 - Make and model number of Data Acquisition Systems used for each type of sensor.
 - Cabling and communication details.
 - Mapping of the channels to the physical sensor locations.

- c. Calibration Certificate: Calibration certificates should be from the Original Manufacturer. If the authority requires Calibration Certificate of the same from a NABL or similarly accredited laboratory is to be submitted.
- d. Any other submittals as may be required by the Engineer.

8. Guidelines on the installation of the sensors and the data acquisition system:

- The sensors should be appropriately installed with the required environmental protection at the specified locations.
- The cables connecting the sensors with the data acquisition unit, if present, should be concealed in watertight PVC conduits.
- Wiring for the power source from the nearest power point to the data acquisition unit is the responsibility of the bidder.
- Wiring for the internet connectivity, if required, for seamless transmission of data is within the scope of the bidder.

9. Performance of the sensors and the data acquisition system:

- If the data for an hour is not received in the centralized server, it would be logged as a downtime.
- If the sensors fail to pass the soundness test carried out every day in the software installed in the server and do not meet the performance metric indicated, the sensor needs to be replaced or repaired as required. It is the responsibility of the contractor to provide evidence that the sensor meets the performance metric whenever it fails the soundness test.

10. Data Storage requirement by the contractor: The contractor should have data storage capability for at least 6 months of all the data that is being sent to the server.

11. Method for accessing success of data collection and transmission:

Sr. No	Data Collection & Transmission Success (x)	Payment Percentage Formula	Effective Payment Range
1	$x \geq 99.99\%$	Full Payment	100%
2	$96.00\% \leq x < 99.99\%$	$100\% - (1\% \text{ for every } 1\% \text{ drop below } 100\%)$	99.98% to 96%
3	$91.00\% \leq x < 96.00\%$	$96\% - (3\% \text{ for every } 1\% \text{ drop below } 96\%)$	96% to 81%
4	$86.00\% \leq x < 91.00\%$	$81\% - (5\% \text{ for every } 1\% \text{ drop below } 81\%)$	81% to 56%

5	$81.00\% \leq x < 86.00\%$	56%-(7% for every 1% drop below 86%)	56% to 21%
6	$80.00\% \leq x < 81.00\%$	21%-(10% for every 1% drop below 81%)	21% to 11%
7	$x < 80.00\%$	No Payment	0%

Note: For any decimal value of 'x' (up to two decimal places), the payment percentage shall be calculated proportionately in accordance with the Payment Percentage Formula mentioned above.

11.1 The data transmission rate shall be as specified in the Technical Specifications. Further, the success of readings shall be considered only if the readings are provided strictly in accordance with the prescribed specifications, format, transmission rate, and file structure etc as detailed in the Technical Specifications.

**TENDER FORMS
(INCLUDING SCHEDULE OF
PRICES)**

PART- III

TENDER FORMS

FORM No.	SUBJECT
Form No. 1	Offer Letter
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Applicant's Party Information Form
Form No. 3	Summary of Prices
Form No. 4	Schedule of Prices and Total Prices
Form No. 5	Contract Agreement
Form No. 6	Performance Guarantee Bond
Form No. 7	Standing indemnity bond for on account payment.
Form No. 8	ECS / NEFT / RTGS
Form No. 9	Draft MOU for Joint Venture Participation
Form No.10	Draft Agreement for JV
Form No.11	Pro-forma of Participation from each partner of JV
Form No.12	Power of Attorney for authorized signatory of JV Partners
Form No.13	Power of Attorney to lead partner of JV
Form No. 14	Proforma for Time Extension
Form No. 15	Certificate of Fitness
Form No. 16	Proforma of 7 days Notice
Form No. 17	Proforma of 48 Hours Notice for Whole Work
Form No. 17A	Proforma of 48 Hours Notice for Part of the Work
Form No. 18	Proforma of Termination Notice
Form No. 18A	Proforma of Termination Notice for Part of the Work
Form No. 19	Format of Integrity pact.
Form No. 20	Format for affidavit to be uploaded by tenderer along with the tender document.
Form No. 21	Final Supplementary Agreement

OFFER LETTER

Tender No.

For

Name of Work: Supply, Installation, Commissioning and Operation & Maintenance of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring on ----- in the State of

To,

New Delhi

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda.;
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been blacklisted/banned in accordance with para.1.3.13 (ii)(v)(a) of Preamble and General Instructions to tenderers.
- (e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para. 1.3.13 (ii) (v) (b) of Preamble and General Instructions to tenderers.
- (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) All information, statements and description in this bid are in all respect true,

correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

- (j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

TENDERER'S CREDENTIALS

S. No	Description
1.	For technical experience/competence, give details of similar completed works during the last three financial years (i.e current Financial year and three previous Financial Years) in the proforma given in Form-2A
2.	For financial capacity and organizational resources, give details of contractual payments received for the last three financial years (i.e current Financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the proforma given in Form-2B
3.	Give constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

TECHNICAL ELIGIBILITY CRITERIA DETAILS

**Details of the similar works completed (as per Para 1.3.13 (i) of
Preamble and General Instructions to Tenderers)**

Similar Contract No.		
Contract Identification		
Award date		
Completion date		
Role in Contract	Prime Contractor D	Member in JV D
Total Contract Amount (Rs.)		
If member in a JV , specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>Total contract amount in Rs.</i>
Employer's Name: Address: Telephone/fax number E-mail:		
Description of the similarity in accordance with Criteria 1.3.13(i)(A)		

The bidder shall attach Certified completion certificates issued by the client duly attested by Notary as per Eligibility Criteria of the tender documents.

Signature of the
Tenderer with Seal

FINANCIAL ELIGIBILITY CRITERIA DETAILS

Each Bidder or each member of JV must fill in this form separately.

Name of Bidder/JV Partner

Details of contractual payments (Construction only) received during the last three financial years and current financial year

Contractual payments received (Construction only)	
Year	Value of payment received in Rs. (Contract Receipts)
Current Year(
Total Contractual Payment	

Note: The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or form 16-A issued by the Employer as per clause 1.3.13 of Preamble and General Instructions to Tenderers.

The bidder shall attach necessary documents in support of the above.

Signature of the
Tenderer with Seal

APPLICANT'S PARTY INFORMATION FORM

<p>Applicant name: <i>[insert full name]</i></p>
<p>Applicant's Party name: <i>[insert full name of Applicant's Party]</i></p>
<p>Applicant's Party country of registration: <i>[indicate country of registration]</i></p>
<p>Applicant Party's year of constitution: <i>[indicate year of constitution]</i></p>
<p>Applicant Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i></p>
<p>Applicant Party's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i></p>
<p>1. Attached are copies of original documents of D Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. D In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Signature of the
Tenderer with Seal

SUMMARY OF PRICES

(Summary of Prices has been separately attached in Financial Packet "B")

SCHEDULE

SCHEDULE OF PRICES & TOTAL PRICES

**(Schedule of Prices & Total Prices have been separately attached in
Financial Packet "B").**

SAMPLE
AGREEMENT

Engineering, Procurement and Construction Agreement

THIS AGREEMENT ("Agreement") is made at New Delhi on the _____ day of _____
BETWEEN

THE Ministry of Road Transport & Highways, Government of India represented by Director General (Road Development) & Special Secretary Transport Bhawan, 1, Parliament Street, New Delhi-110001 (hereinafter referred to as the "**Authority**") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

And

-----, a company / corporation / JV incorporated under the laws of -----having its principal place of business at ----- (hereinafter called "**the Contractor**").

WHEREAS in reference to a call for Tender for "Supply, Installation, Commissioning and Operation & Maintenance of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring on ----- in the State of ----- " as per scope of work in Tender paper at Annexure "A" here to, the Contractor has submitted a Tender hereto and whereas the said Tender of the contractor has been accepted for 'Supply, Installation, Commissioning and Operation & Maintenance of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring on ----- in the State of ----- ' as per copy of the Letter of Acceptance of Tender No----- dated ---- complete with enclosure at an estimated contract value of **Rs..... (Rupees _only)**.

Now the agreement with witnesses to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipments and materials for bridge health monitoring system and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions of the agreement hereto. The completion period of the work is **126 Months** from the date of Letter of Award of the work.

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

2. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

3. The sensors and other equipment of Bridge Health Monitoring system shall be deemed to be property of the Authority immediately after installation and successful commissioning and their protection, safety, and safe custody shall remain the responsibility of the Contractor throughout the contract period.

4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.

- i) Letter of Acceptance
- ii) Notice to proceed with the works;
- iii) Contractor's Bid
- iv) Condition of Contract: Special Conditions of Contract
- v) Technical Specifications
- vii) Drawings
- vii) General Conditions of Contract.
- viii) Bill of Quantities and
- ix) MoRTH Specifications/Guidelines-as specified.

x. Any other documents listed in the Contract Data as forming part of the Contract.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official
Name of the official

Signature of the authorized official
Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said
Name

By the said

Name

on behalf of the Contractor in the
presence of:
Witness
Name _
Address

on behalf of the Employer in the
presence of:
Witness _
Name _
Address

Enclosures:-

1. Annexure 'A' - Tender Papers No.
2. Annexure 'B' - Letter of Acceptance of Tender No.
along with Summary of Prices

Dated

Annexure-I

Form of Bank Guarantee [Performance Security/ Additional Performance Security]

[DG(RD)&SS,

Ministry of Road Transport and Highways, Transport Bhawan, New Delhi]

WHEREAS:

- (A) _____ (name and address of the contractor) (hereinafter called the “**Contractor**”) and _____ (Name and address of authority) (hereinafter called the “**Authority**”) have entered into an agreement (hereinafter called the “**Agreement**”) for the _____ on EPC mode (the “**EPC**”) basis, subject to and in accordance with the provisions of the Agreement
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs..... cr. (Rupees crore) (the “**Guarantee Amount**”).
- (C) We, through our branch at..... (the “**Bank**”) have agreed to furnish this bank guarantee (*hereinafter called the “**Guarantee**”*) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of Superintending Engineer in the Ministry of Road Transport & Highways, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their

absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on ****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This guarantee shall also be operatable at our..... Branch at New Delhi from whom,

confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

13. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of MoRTH, details of which is as under:

S. No.	Particulars	Details
1.		
2.		
3.		
4.		

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:
(Signature) (Name) (Designation)

(Code Number)(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

Surety Bond format as Performance Security/Additional Performance Security

To,

[DG(RD)&SS,
Ministry of Road Transport and Highways]

WHEREAS _____ [name and address of Contractor]
(here after called the “Contractor”) has under taken, in pursuance of Letter of Acceptance (LOA)
No. _____ Dated _____ for construction of
_____ [name of the Project] (hereinafter called the “Contract”).

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/
Additional Performance Security} for due and faithful performance of its obligations, under and in
accordance with the Contract, during the {Construction Period/ Defects Liability Period and
Maintenance Period} in a sum of Rs..... cr. (Rupees crore) (the “**Guarantee
Amount**”).

AND WHEREAS we, through our bran chat (the “**Surety Insurer**”)
have agreed to furnish this Surety Bond (hereinafter called the “**Surety Bond**”) by way of
Performance Security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and
affirms as follows:

1. The **Surety Insurer** hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified there in.
2. A letter from the Authority, under the hand of an officer not below the rank of [Superintending Engineer of Ministry of Road Transport & Highways], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

¹⁵ Surety Bond Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety

Insurer were the principal debtor and any change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contract or before presenting to the Surety Insurer its demand under this Surety Bond.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.
6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities share under.
8. The Surety Bond shall cease to be in force and effect on ****\$. Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities share under.
9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority

pursuant to the provisions of the Contract.

12. This Surety Bond is subject to the Uniform Rules for Demand Surety Bonds (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is here by excluded.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature)

(Name) (Designation) (Code Number) (Address)

**SAMPLE
STANDING INDEMNITY BOND FOR "ON ACCOUNT" PAYMENTS**

(On paper of requisite stamp value)

We, M/s _____ hereby undertake that we hold at our stores Depot/s at _____ for and on behalf of the Employer acting in the premises through the / or his successor (hereinafter referred to as "The Employer") all materials for which "On Account" payments have been made to us against the Contract for (_____) on the section Employer also referred to as Group/s _____ vide letter of Acceptance of Tender - _____ dated _____ and material handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss /damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Employer (Whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus material disposed off and refund becomes due, the Employer shall be entitled to recover from us the 85% of supply portion of Part IV, Chapter – II (Form - 4) to the Contract (as applicable) and also compensation for such loss or damage if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this day _____ day of _____ 200____
for and on behalf of _____
M/s _____ (Contractor)
Signature of witness _____
Name of witness in Block letter. _____

Address. _____

**ECS / NEFT / RTGS
MANDATE FORM**

Date :

[DG(RD)&SS,
Ministry of Road Transport
and Highways, Transport
Bhawan, New Delhi]

Sub : ECS / NEFT / RTGS payments

We refer to the ECS / NEFT / RTGS set up by **Ministry of Road Transport & Highways** for remittance of our payments using RBI's NEFT / RTGS scheme, our payments may be made through the above scheme to our under noted account.

Name of Bank	
Name of City	
Bank Code No	
Name of Bank Branch	
Branch Code No	
Address of Bank Branch	
Telephone Number of Bank Branch	
Fax No of Bank Branch	
Name of customer / Tenderer as per account	
Account Number of Tenderer appearing on cheque book	
Type of Account (S. B. / Current / Cash credit)	
IFSC code for NEFT	
IFSC code for RTGS	
9-Digit-code number of the bank and branch appearing on the MICR cheque issued by the bank.	
GST Number	
PAN Number	
Details of Cancelled Cheque leaf	
Telephone no of tenderer	
Cell Phone Number of the tenderer to whom details with regard to the status of bill submitted to Accounts Office i.e Co6 & Co7 & Cheque Purchase Orders particulars can be intimated through SMS	
Tenderer's E - mail ID	

Confirmed by Bank signature of tenderer with stamp and address
Enclose a copy of crossed cheque

**DRAFT MEMORANDUM OF UNDERSTANDING (MOU) For
JOINT VENTURE PARTICIPATION BETWEEN**

M/s having its registered office at (hereinafter referred to as) acting as the Lead Partner of the first part,

and

M/shaving its registered office at.....(hereinafter referred to as `..... ') in the capacity of a Joint Partner of the other part.

and

M/shaving its registered office at.....(hereinafter referred to as `..... ') in the capacity of a Joint Partner of the other part.

The expressions of and shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “ the Party”

WHEREAS:

Ministry of Road Transport & Highways Room no. 233, Transport Bhawan, 1, Parliament Street, New Delhi-110001, (hereinafter called the “Authority”) has invited bids for ... “[Insert name of work]”

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
 - (i) Notice for Bid, and
 - (ii) Bidding document
 - (iii) Any Addendum/Corrigendum issued by Dedicated Freight Corridor Corporation of India Limited
 - (iv) The bid submitted on our behalf jointly by the Lead Partner.
2. The `Parties` have studied the documents and have agreed to participate in submitting a `bid` jointly.
3. M/s shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of bid proposals, the parties agree to nominate as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However M/s shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s.....to M/s.....
4. The `Parties` have resolved that the distribution of responsibilities and their proportionate share in the Joint Venture is as under:
 - (a) Lead Partner;
 - (i)
 - (ii)
 - (iii) (iii)

(b) Joint Venture Partner

(i)

(ii)

(iii) (iii)

[Similar details to be given for each partner]

5. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the Client in the discharge of all the obligations and liabilities as per the contract with the Client and for the performance of contract awarded to their JV.

6. ASSIGNMENT AND THIRD PARTIES

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.

7. EXECUTIVE AUTHORITY

The said Joint Venture through its authorized representative shall receive instructions, payments from the Client. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. BID SECURITIES

Till the award of the work, JV firm/Lead Partner of JV firm shall furnish Bid Security to the Client on behalf of the joint venture which shall be legally binding on all the members of the Joint Venture.

9. BID SUBMISSION

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Client for the Project. Common expenses shall be shared by all the parties in the ratio of their actual participation.

10. INDEMNITY

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

12. DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

13. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Delhi.

14. VALIDITY

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a. The bid submitted by the Joint Venture is declared unsuccessful, or
- b. Cancellation/ shelving of the Project by the client for any reasons prior to award of work
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Client.

15. This MOU is drawn in number of copies with equal legal strength and status. One copy is held by M/s and the other by M/s.....&M/s and a copy submitted with the proposal.

16. This MOU shall be construed under the laws of India.

17. NOTICES

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner

Other Partner(s)

.....

.....

(Name & Address)

(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s.....

M/s.....

.....

.....

(Seal)

(Seal)

Witness

1..... (Name & Address)

2..... (Name & Address)

Notes: (1) In case of existing joint venture, the certified copy of JV Agreement may be furnished.

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

The JV agreement shall be structured generally as per contents list given below:

A. CONDITIONS AND TERMS OF JV AGREEMENT

1. Definitions and Interpretation
2. Joint Venture – Include Equity of members, transferability of shareholding of equity of a partner leaving during the subsistence of the contract.
3. Proposal Submission
4. Performance – To indicate scope of responsibility of each member
5. Language and Law
6. Exclusively
7. Executive Authority
8. Documents
9. Personnel
10. Assignment and Third Parties
11. Severability
12. Member in Default
13. Duration of the Agreement
14. Liability and sharing of risks
15. Insurance
16. Sharing of Promotion and Project Costs, Profits, Losses and Remuneration
17. Financial Administration and Accounting
18. Guarantees and Bonds
19. Arbitration
20. Notices
21. Sole Agreement and Variation

B. SCHEDULES

1. Project and Agreement Particulars
2. Financial Administration Services
3. Allocation of the obligations
4. Financial Policy and Remuneration

PRO-FORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF JOINT VENTURE (JV)

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act.)

No....

Dated

From:

.....
.....

DG(RD) &SS,

Ministry of Road Transport & Highways Room no. 233, Transport Bhawan, 1, Parliament Street, New Delhi-110001,

Gentlemen,

Re: ...“*[Insert name of work]*.....”.

Ref: Your notice for Invitation for
dated

1. We wish to confirm that our company/firm has formed a Joint Venture with(i)..... & ii)..... for the purposes associated with IFB referred to above.

(Members who are not the lead partner of the JV should add the following paragraph).*

2. ‘The JV is led by ... whom we hereby authorise to act on our behalf for the purposes of submission of Bid for and authorise to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.’

OR

*(Member(s) being the lead member of the group should add the following paragraph)**

2. ‘In this group we act as leader and, for the purposes of applying for Bid, represent the Joint Venture:
3. In the event of our JV being awarded the contract, we agree to be jointly with i)

& ii) (names of other members of our JV) and severally liable to the Dedicated Freight Corridor Corporation of India Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Dedicated Freight Corridor Corporation of India Limited and our JV.

4. *I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.

Yours faithfully,

(Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Company Seal

* Delete as applicable

Note : In case of existing joint venture, the certified copy of JV Agreement may be furnished.

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF
JOINT VENTURE (JV) PARTNERS**

POWER OF ATTORNEY*

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we ... do hereby constitute, appoint and authorise Mr/Ms. who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of ... Including signing and submission of all documents and providing information / responses to **Ministry of Road Transport & Highways Room no. 233, Transport Bhawan, 1, Parliament Street, New Delhi-110001** in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of..... 2020.

(Signature of authorised Signatory)

Signature of Lead Partner

Signature of JV Partner(s)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

*Notes:

- i) To be executed by all the partners jointly, in case of a Joint Venture.

**FORMAT FOR POWER OF ATTORNEY TO
LEAD PARTNER OF JOINT VENTURE (JV)**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

“POWER OF ATTORNEY*"

Whereas Ministry of Road Transport & Highways Room no. 233, Transport Bhawan, 1, Parliament Street, New Delhi-110001, (hereinafter called the “Authority”) has invited Bids for the work of “Supply, Installation, Commissioning and Operation & Maintenance of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring on ----- in the State of"

Whereas, the members of the Joint Venture comprising of M/s. ..., M/s. ..., M/s., and M/s. are interested in submission of bid for the work of ...*[Insert name of work]*... in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project, as may be necessary in connection the Joint Venture's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s., hereby designate M/s., being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's bid for the contract, including submission of bid, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture in all its dealings with the Authority or any other Government Agency or any person, in connection with the Bid/contract for the said work until culmination of the process of bidding till the contract agreement if successful, is entered into with the Dedicated Freight Corridor Corporation of India Limited and thereafter till the expiry of the contract agreement.

**To be executed by all the members of the JV except the lead member. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture.

Dated this the Day of 2020

.....
(Signature)

.....
(Name in Block letters of Executants)
Seal of Company

Witness 1	
Name:	
Address:	
Occupation:	
Witness 2	
Name:	
Address:	
Occupation:	

PROFORMA FOR TIME EXTENSION

No. _____ Dated : _____

Sub : (i) _____ *(name of work)*.
(ii) Acceptance letter no.
(iii) Understanding/Agreement no.

Ref: _____ (Quote specific application of
Contractor for extension to the date received)

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work, if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ *(give here the stipulated date for completion with/without any penalty fixed earlier)* will be recovered from you as mentioned in Clause, 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ *(here mention the extended date)*, further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

CERTIFICATE OF FITNESS

- 1. (a) Serial Number
(b) Date
- 2. Name of person examined
I certify that I have personally examined (*name*) _____
- 3. Father's Name: son/daughter of _____ ,
residing at _____
- 4. Sex
- 5. Residence:
- 6. Date of birth, if available, and/or certified age
- 7. Physical fitness
- 8. Identification marks
- 9. Reasons for:

(a) refusal to grant certificate, or
(b) revoking the Certificate _____

Who is desirous of being employed in a factory or on a work requiring manual labour and that his / her age as nearly as can be ascertained from my examination, is _____ years and that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

Signature or Left Hand
Thumb Impression of the
person Examined

Signature of Certifying Surgeon

Note :In case of physical disability, the exact details of the cause of the physical disability should be clearly stated

PROFORMA OF 7 DAYS NOTICE
(Without Prejudice)

To
M/s

Dear Sir,

Contract Agreement No.
In connection with

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work.
2. Your attention is invited to this office letter no. _____, dated _____ in reference to your representation, dated _____.
3. As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

- **Authority**
(Without Prejudice)

To

M/s

Dear Sir,

Contract Agreement No.
In connection with

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.
2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will stand rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

**PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK (DETAILS OF
PART OF WORK TO BE MENTIONED)**

Authority

(Without Prejudice)

To

M/s_

Dear Sir,

Contract Agreement No.

In connection with

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated ; but you have taken no action to commence the work/show adequate progress of the part of work(details of part to be mentioned).
2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work..... (Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.
3. Your full Performance security for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

PROFORMA OF TERMINATION NOTICE

Authority
(Without Prejudice)

No.

Dated

To
M/s

Dear Sir,

Contract Agreement No.
In connection with

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your per shall be forfeited and retention money shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK.....
(DETAILS OF PART OF WORK TO BE MENTIONED)**

Authority

(Without Prejudice)

No.

Dated

To

M/s

—

Dear Sir,

Contract Agreement No.

In connection with_

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated_ ; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. Your above part of work in contract(details of part to be mentioned) stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

**FORMAT FOR AFFIDEVIT TO BE UPLOADED BY TENDERER ALONGWITH THE
TENDER DOCUMENT
(Clause 1.3.13(ii), Part - I, Chapter - III)**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- The stamp paper has to be in the name of the tenderer)**

Tender Notice No.....
Name of Work:.....

I.....(Name and designation)** appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s (hereinafter called the tenderer) for the purpose of the Tender documents for the work of..... as per the tender Noof (..... MoRTH), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer(s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender document from the website <http://eprocure.gov.in> I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e evolution of tenders, execution of work of final payment of the contract, the master copy available with the Authority shall be final and binding up me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/we also understand that my/our offer will be evaluated based on the document/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness for the information and documents, submitted by us.**
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect ay any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for year on entire Ministry of Road Transport and Highways. Further, I/we (insert name of the tenderer)** and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/ performance security and retention money besides any other provided in the contract including banning of business for five year from Ministry of Road Transport and Highways.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer

DRAWINGS

PART IV

DRAWINGS

General Arrangement Drawings with Key Plan:

Tender No.

E-Tender Document

For

Supply, Installation, Commissioning and Operation & Maintenance of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring on ----- in the State of

(Participation through-Tender only)

**FINANCIAL BID
(PACKET-B)**

TENDER DOCUMENT

**Employer:
Ministry of Road Transport and Highways**

Tender No.

Price Schedule-I

1. Price Schedule for Supply, Installation, Commissioning of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring on ----- in the State of

ITEM NO.	DESCRIPTION OF WORKS	UNIT	QUANTITY	RATE (₹)	AMOUNT (₹)
1.1	Supply, Installation, Commissioning of Instruments including all the Sensors, Hardware for Data Acquisition, Data Transmission & Reporting of Data for Bridge Health Monitoring on ----- in the State of	Each	1		
		Total			

Price Schedule – II

2. Price Schedule for Operation and maintenance:

ITEM NO.	DESCRIPTION OF WORKS	UNIT	QUANTITY	% of Price Schedule-I	AMOUNT (₹)
1.1	Data collection, transmission and Maintenance of the complete bridge health monitoring system, including diagnosis of instrument defects, repair or replacement of faulty sensors/instruments, obtaining of Calibration Certificate, safety of the bride health monitoring system, ensure snag-free transmission as per Scope of work and technical specification.	Quarter	40	As % of Price Schedule-I	
	Total				

Total Cost of Schedule-I and Schedule-II = Rs.....

Note: Prices under Schedule–I and Schedule–II shall be quoted separately, and the total cost shall be the sum of Schedule–I and Schedule–II

Payment Schedule

1. Payment against item of Price Schedule-I will be as follows as certified by the Engineer.
 - a) Upon successful Supply, installation and commissioning of the complete Bridge Health Monitoring System, 60% of the installation and commissioning payment shall be released.
 - b) The balance 40% of Price Schedule-I shall be released in 40 equal instalments, at the rate of 1% per quarter, over the subsequent 40 quarters (i.e., during the Defect Liability Period / Operation and Maintenance period).
2. Payment against Price Schedule-II shall be released for the satisfactory period of successful Operation & maintenance and data collection as per the procedure specified in the technical specification.
 - a) Price Schedule-II Payment during the Operation and Maintenance period (i.e Defect liability period) will be made on quarterly basis. If payment is not made within 30 days of falling due with deduction applicable, if any, then interest @9% shall be payable.