



सत्यमेव जयते
MoRTH
Ministry of Road Transport
and Highways

Providing of Road safety Interventions for the Accident Locations at Km. 181/0-8, Km 185/300 - 186/100, Km 189/8 - 190/00, Km 196/0-8 & Km.198/6 - 199/400 of Kadiri - Mulakalacheruvu Section NH-42 in Sri Sathya Sai District.

VOLUME - I

(Ministry of Road Transport & Highways, Govt. of India)

**Through
(R&B) National Highways,
Andhra Pradesh**

JULY- 2026

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Volume - I

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(SECTION-I)

**NOTICE INVITING TENDER
(E-TENDERING MODE ONLY)**

SECTION – 1

NOTICE INVITING TENDER

Availability of bid documents from	:	13.07.2026 at 17:00 Hrs
Last date & time for submission of bids	:	27.07.2026 up to 17:00 Hrs
Opening of Technical bids	:	28.07.2026 at 17:00 Hrs
Opening of Financial bids	:	Will be intimated later
Submission of Original Bid security along with all documents as per clause 12.2	:	The lowest bidder have to submit the original documents along with Original Bid Security physically with the concerned authority before issuance of Letter of Acceptance (LOA) by the Authority in any of the addresses in clause 20.1
Validity of bids	:	120 Days from Bid Due Date.

Notice Inviting Tender
(National Competitive bidding through e-Tendering mode only)

NIT.No: 08/RSI/SE.NH.ATP/AEE-1/2026-27, Dated: 10-07-2026

The Ministry of Road Transport & Highways, National Highways hereby invites bid through e-tendering from experienced firms/organizations for carrying out **Road Safety Intervention for the following section of the National Highway through Superintending Engineer (R&B), NH Circle, Ananthapuramu:-**

Sl. No	Name of the work	NH-No.	State	Estimated Cost (Rs.) Including GST
1.	Providing of Road safety Interventions for the Accident Locations at Km. 181/0-8 Km 185/300 - 186/100, Km.189/8 - 190/00, Km 196/0-8 & Km.198/6-199/400 of Kadiri - Mulakalacheruvu Section NH-42 in Sri Sathya Sai District.	NH-42	Andhra Pradesh	Rs. 97,08,806/-

Cost of Bid Documents (Non-Refundable) (Online Only): **Rs.11,800/-** to be Paid through BharatKosh.gov.in portal Ministry Code: 024, Regional Office code:: 206489, PAO Code:: 002193, Head of Account:: 105400501010000, Object Code:: 00, Category :: 1 in favour of Regional Pay and Accounts Officer, MoRTH, Hyderabad.

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

Bid Security	Average Turn-over during last 3 years	Work of similar nature during last 5 years	Time for completion
Rs. 97,100	Rs. 97,08,806	Single work of Rs.48,54,403 /- OR Two works of Rs.33,98,082 /- each OR Three works of Rs.24,27,201 /- each	03 months

The Scope of Work includes **“Providing of Road safety Interventions for the Accident Locations at Km. 181/0-8 Km 185/300 - 186/100, Km.189/8 - 190/00, Km 196/0-8 & Km.198/6-199/400 of Kadiri- Mulakalacheruvu Section NH-42 in Sri Sathya Sai District”** as per BoQ to fulfil all the contractual obligations as per the Bid Documents.

It is mandatory for all the bidders to have **Class-III Digital Signature Certificate (With Both DSC Components, i.e., Signing & Encryption in the name of authorized signatory (who will sign the Bid))** from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in to participate in e-tendering of NH.

To participate in the bidding, it is mandatory for the bidders to get registered their firm with e-tendering portal of NH <http://etenders.gov.in>. to get the User ID and Password free of cost. A buyer manual containing the detailed guidelines for e-tendering is also available on e- tender portal of NH, Government of India.

The detailed tender document can be viewed/downloaded/purchased from the website <https://etenders.gov.in> from **13/07/2026 to 27/07/2026 upto 17:00Hrs.**

The complete Bid Document can be downloaded from the NH e-tendering portal free of cost. The amendments / clarifications to the bid document if any will be hosted on the above website.

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

The Authorized Signatory holding Power of Attorney shall only be the Digital Signatory. In case Authorized Signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

The last date for submission of Bid online is **27/07/2026 up to 17:00 Hrs** (as mentioned on the e-portal only) ("Bid Due Date"). The bids would be opened on **28/07/2026 @ 17:00 Hrs** online at **O/o the Superintending Engineer, (R&B) NH Circle, Ananthapuramu. Representatives of the bidders (maximum of 2) who choose to attend may attend** the online opening of the bids at **O/o the Superintending Engineer, (R&B) NH Circle, Ananthapuramu** on the date and time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letter head of the bidder, at the time of opening of bids as mentioned above.

For any clarification, the office of the undersigned may be contacted.

**O/o The Superintending Engineer
(R&B) NH Circle,
Opp to Medical College, Sai Nagar,
Anantapuramu-515001.
Email: senhatp@yahoo.co.in**

(SECTION-II)

INSTRUCTIONS TO BIDDERS & APPENDIX TO ITB

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Section-II
Instructions to Bidders (ITB)
A. General

1. Scope of Bid

- 1.1** The Employer **(Ministry of Road Transport & Highways, Govt. of India)** invites bids for as described in these documents and referred to as “the work” for carrying out through The Superintending Engineer, (R&B) NH Circle, Ananthapuramu. The name and identification number of the works is provided in the Notice Inviting Tender.
- 1.2** The successful Bidder will be expected to complete the Works by the intended Completion Date specified in the Contract Data (Part-I General Conditions of Contract).
- 1.3** Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

- 2.1** The expenditure on this project will be met by Ministry of Road Transport & Highways, National Highways.

3. Eligible Bidders

- 3.1** This Invitation for Bids is open to all bidders meeting the qualification requirements prescribed in this document.
- 3.2** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any Public Undertaking, Autonomous Body, Authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

- 4.1** Deleted
- 4.2** All bidders shall furnish the following information and documents with their bids in Section-III, Qualification Information.
- (a) Scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business; scanned copy of written power of attorney of the signatory of the Bid to commit the Bidder. **and the Lowest Bidder shall be required to submit original of documents listed at Cl. 12.2 (before issuance of Letter of Acceptance (LOA) by the Authority (refer clause 12.2 of ITB)).**
 - (b) Scanned copy of total monetary value of Civil Construction works performed for each of the last three years;

- (c) Scanned copy of experience certificate in works of a similar nature and size for each of the last **five years** with certificates from the concerned officer of the rank of Executive Engineer or equivalent; (clearly indicating date of start and date of completion)
- (d) Scanned copy of evidence of availability (either owned or leased or rented) of items of construction equipment named in Clause 4.4 B(b)(i).
- (e) Scanned copy of the **CV of the** technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B(b)(ii).
- (f) Scanned copy of reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the last three years;
- (g) Deleted
- (h) Deleted
- (i) Deleted
- (j) Scanned copy of information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the present status;
- (k) Deleted
- (l) Deleted

4.3 Bids from joint ventures are not allowed.

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

- (a) ***achieved an average annual financial turnover (in all classes of civil engineering construction works only) equal to the amount indicated in NIT during last three years ending 31st March of the previous financial year duly certified by Chartered Accountant. (Notwithstanding anything to the contrary contained herein, in the event that the bid due date falls within three months of the closing of the latest financial years, it shall ignore such financial year for the purpose of the bid and furnish annual financial turnover w.r.t 3 years preceding in last financial year).***
- (b) satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated/approved subcontractor, provided further that all other qualification criteria are satisfied) similar works during last seven years ending last day of month previous to the one in which bids are invited, either of the following:
 - (i) Three similar completed works, each costing not less than amount equal to **Rs.24,27,201 /-**
 - (ii) Two similar completed works, each costing not less than amount equal to **Rs.33,98,082 /-**
 - (iii) One similar completed work costing not less than amount equals to **Rs.48,54,403 /-**
The similar work constitutes experience in execution of Road Safety works only or execution of road safety items as a part of road works.

(Escalation factor as under shall be used to bring the value of such completed works to the level of current financial year i.e., 2025-26)

Escalation factor (for the cost of works completed during the last 5 years & financial figures required for the calculation of bid capacity) may be taken as follows:

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

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

4.4 B (a) Each bidder must produce:

- (i) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects; and
- (ii) Such other certificates as defined in Section-III
- (iii) Failure to submit the certificates/documents as specified above at (i) & (ii) shall make the bid non-responsive.

(b) Each bidder must demonstrate:

- (i) Evidence of availability (either owned or leased or rented) of the key equipment's for this work as stated in the Appendix to ITB and as per Form in Section-III.
- (ii) Availability for this work of personnel with qualification & experience as stated in the Appendix to ITB.

(c) Deleted

- (d)** Failure to demonstrate the certificates as specified above at (i) and (ii) may make the bid non-responsive.

4.4 C Deleted

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

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

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

Where

A = Maximum value of civil engineering works executed in any one year during the last three years (escalation factor as specified in this section shall be used to bring the maximum value of civil engineering works to the level of current financial year i.e., 2025-26) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bid is invited (N= 3/12).

B = Value (escalation factor as specified in this section shall be used to bring the value to the level of current financial year i.e., 2025-26) of existing commitments and on-going works to be completed during the next 03 months (period of completion of the works for which bid is invited)

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

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

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

- 7.1** The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc., and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the

Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the Executive Engineer, (R&B) NH Division, Chittoor in this regard.

B. Bidding Documents (Online)

8. Content of Bidding Documents

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

Volume-I:-

- i. Notice Inviting Tender
- ii. Instructions to Bidders & Appendix to ITB
- iii. Qualification Information
- iv. Forms of Bank Guarantee, Agreement & LOA
- v. Conditions of Contract & Contract Data
- vi. Scope of Work
- vii. Technical Specifications
- viii. Implementation Manual & Maintenance Intervention Levels

Volume - II:-

Bill of Quantities

Bidders will be required to quote a single percentage above/below the overall estimated amount. This percentage would be applicable for all the items of work in the contract for working out the rates for each item of work.

8.2 DELETED

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

9. Clarifications on Bid Documents

- 9.1** A prospective Bidder requiring any clarification on the bid documents may notify the Employer in writing or by e-mail (scanned copy) at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than **7 days** prior to the deadline for submission of bids. Copies of the Employer's response will be hosted on website or which are required in the opinion of the Employer including a description of the enquiry, but without identifying its source.

9.2 Pre-Bid Meeting

9.2.1. The Bidders authorized representative is invited to attend a pre-bid meeting, if it is indicated in the Appendix to ITB. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.2 The bidder is requested to submit any questions in writing so as to reach the Employer not later than one week before the meeting

9.2.3

Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be posted without delay on website. Any modifications of the bid documents listed in **Clause 8.1**, which may become necessary as a result of the pre-bid meeting or which are required in the opinion of the Employer shall be made by the Employer exclusively through the issue of an Addendum pursuant to **Clause 10** and not through the minutes of the pre-bid meeting

9.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

9.2.5 Deleted

10. Amendment of Bidding Documents

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

10.2 Any addendum thus issued shall be part of the bidding documents and shall be hosted on web site of NH e-tendering portal.

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

C. Preparation of Bids

11. Language of Bid

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

12. Documents Comprising the Bid

12.1 The e-bid submitted by the bidder shall be in two separate parts. **Part-I** This shall be named Technical Bid and shall comprise of information submitted in section-III. **Part-II** It shall be named Financial Bid and shall comprise of (i) Priced bill of quantities.

12.2 **Submission of Original Documents:**

Though, the scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal as per Clause 12.1 above, above, however, the Lowest Bidder shall be required to submit the following original documents in physical form in a sealed envelope before issuance of Letter of Acceptance (LOA) by the Authority on or before the time of submission as specified by the Authority at the address indicated in Clause 20, duly super scribed "Name of Work, Bid Due Date and time". Name and address of the bidder should also be indicated on the envelope.

- i) Original Earnest Money/Bid Security .
- ii) Proof of Submission of Bid Document Fee.
- iii) Original Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the Bid.
- iv) Affidavit duly notarized (as per the format provided in Section-3)
- v) Originals of experience certificates apostle at foreign origin,if any

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

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

13. Bid Prices

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

13.2 The bidder shall quote bid prices on appropriate format enclosed as a part of Tender Document on e-tender portal of NH. Bidders will be required to quote a single percentage above/below the overall estimated amount. This percentage would be applicable for all the items of work in the contract for working out the rates for each item of work.

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

subject to production of proof of such payment has been made in respect of invoices issued to NH. For verification, the Contractor should submit the copies of their GSTR-1 Return (respective page only), wherein their invoice wise details shall be available or the Contractor should submit the copies of their Electronic Credit Ledger to the subject work.

13.4 Deleted.

14. Currencies of Bid and Payment

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

15. Bid Validity

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

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

16. Earnest Money/ Bid Security/ Forfeiture/ Debarment

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money/Bid Security, in the amount as specified in the NIT (~~Demand Draft~~/ Bank Guarantee/ Surety Bond **must be in favour of the Executive Engineer, (R&B) NH Division, Chittoor.**

16.2 **The Earnest Money shall, at the Bidder's option, be in the form of Demand Draft/ Bank Guarantee/ Surety Bond only (the other form will not be acceptable)** of any scheduled commercial bank approved by RBI having a net worth of not less than Rs.500 Crore as per the latest annual report of the bank must be in the name of Employer and operatable at Hyderabad. In case of foreign bank (issued by a branch in India) the net worth in respect of the Indian operations shall only be taken into account. It shall be valid for 45 days beyond the validity of the bid. **Any bid having bid security for lesser value and shorter validity period shall be treated as non-responsive.**

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

- i. State Bank of India or its subsidiaries,
- ii. Any Indian Nationalised Bank
- iii. IDBI / ICICI Bank

- iv. A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalised Bank.
- v. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 Crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

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

- i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI (presently 9, with effect from 31st March 2003).
- ii. The bank guarantee issued by a Cooperative Bank shall not be accepted.

16.3 Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.

~~**16.4** The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub Clause 15.1.~~

16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Bid Security/ Earnest Money will be forfeited:

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
- b) if the Bidder does not accept the correction of the bid price, pursuant to Clause 27; or
- c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and/or
 - ii. furnish the required Performance Security.

16.7 In case of forfeiture of bid security, the bidder shall also be debarred from participation in NH works for a period as decided by NH.

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

18.2 The documents as stipulated in Clause 12.2 (a), (b), (c) (d) and (e) to be submitted (by the Lowest bidder before issuance of Letter of Acceptance (LOA) by the Authority) in the physical form along with the Bid security shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. All the pages of the documents as mention adhere shall be signed by the person/persons signing the Bid. Documents as mention adhere shall contain no overwriting, alterations or additions, except those to comply with instructions, issued by the Employer or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bids

D. Submission of Bids

19. Marking of Bids

19.1 The bid documents shall be submitted (by the Lowest bidder before issuance of Letter of Acceptance (LOA) by the Authority) Online only in NH e-portal as per clause 12.2 of ITB.

19.2 DELETED

19.3 DELETED

19.4 DELETED

19.5 DELETED

20. Deadline for Submission of Bids

20.1 Complete e-Bid to be uploaded on NH e-tender portal before due date & time as specified in the NIT.

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

21. The Bidder shall ensure that the complete Bid is uploaded on the e-tender portal on or before the Bid Due Date and before the time specified in NIT/e-portal. The Bidder is further required to submit Documents in Physical Form on or before the time of submission as specified in NIT (the Lowest Bidder shall be required to submit original of documents listed at Cl. 12.2 (before issuance of Letter of Acceptance (LOA) by the Authority), at the following address:

O/o The Superintending Engineer
(R&B) NH Circle,
Opp to Medical College, Sai Nagar
Anantapuram-515001.
Email: senhatp@yahoo.co.in

In the event of the specified date for the submission of Documents in Physical Form being declared a holiday for the Employer, the same will be received up to the specified time on the next working day

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their e-bids before the deadline prescribed in Clause 20.

22.2 DELETED.

22.3 No bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 shall result in the forfeiture of the Bid security pursuant to Clause 16.

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

E. Bid Opening and Evaluation

23. Bid Opening

Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received shall be opened on the date and time mentioned. 'Financial Bid' of those bidders whose technical bid has been determined to be substantially responsive shall be opened on a subsequent date through online process of e-tendering, which will be notified to such bidders.

23.1 Bid opening shall be carried out in two stages. Firstly, Part-I 'Technical Bid' of all the Bidders received (except those received late) shall be opened on the date and time mentioned in Notice Inviting Tender (NIT). Part-II 'Financial Bid' of those bidders whose technical bid has been determined to be substantially responsive shall be opened on a subsequent date through online process of e-tendering, which will be notified to such bidders.

23.2 The Employer will open the "Technical Bid" of all the Bids received (except those received late), in the presence of the Bidders/Bidders' representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

23.3 In all cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the Employer at the opening as the Employer may consider appropriate, will announce the Bidders' names and such other details.

23.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with this Clause 23.

23.5 The bids accompanied with valid Bid Security, bid document fee, Tender processing fee will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to **Clause 12.1**.

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

23.6 The Employer shall inform the bidders about the result of technical evaluation by uploading on the web portal giving **7 days** time for objections, if any, from the

bidders. The Employer shall finalize the evaluation of technical bids after due consideration of objections received and intimate the bidders whose Technical Bids are found responsive, of the date, time and place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the event of opening of Financial Bids.

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

23.7 The Employer shall prepare the minutes of the opening of the Financial Bids

24. Process to be Confidential

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

25. Clarification of Bids and Contacting the Employer

25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his-Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

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

26. Examination of Bids and Determination of Responsiveness

26.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid

- (a) Meets the eligibility criteria defined in Clauses 3 and 4;
- (b) The required documents uploaded by the bidder are in order; and

- (c) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings etc.
- (d) The bidder has to submit relevant documents as mentioned in ANNEXURE-I of G.Authorization Letter and Pre-Qualification Warranty certificates for the Road Safety Furniture

26.2 DELETED

26.3 DELETED

27. Correction of Errors

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

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

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

28. Evaluation and Comparison of Financial Bids

28.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

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

28.3 DELETED

29. Price Preference

29.1 DELETED

F. Award of Contract

30. Award Criteria

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

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

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

31.1 Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

32. Notification of Award and Signing of Agreement.

32.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by courier/ registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

32.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 33.

32.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

32.4 Upon furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

33. Performance Security

33.1 Within 10 (ten) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the form set forth in Section 4 (Form of Bank Guarantee/ Insurance Surety Bond for Performance Security) for an amount equal to **3 % (Three percent)** of the Bid Price

In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank / **Insurance Surety Bond** in the same form towards an Additional Performance Security (the "**Additional Performance Security**") for an amount calculated as under:

- (i) where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/ security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to

bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;

- (ii) where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;

- (iii) where the bid price is 30% or more below of the project cost put to bid shall be incremented by 0.5% for every percentage of bid price below 30% of the project cost put to bid in addition to 3% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.

Additional performance Security shall be released as per following.

- (iv) 25% of the Additional Performance security shall be released after COD provided the project is completed as per the scheduled time of completion including grace period as per contract, if any, without any EOT. If the project is not completed as per the scheduled date of completion without any EOT, 25% of the Additional performance security shall be released along with para (4-ii) below.
- (v) 25% of the Additional Performance security shall be released one year after COD provided Stretch is meeting the norms as per the contract in terms of Pavement Quality Index (PCI) / International Roughness Index (IRI) in the independent NSV survey of the Ministry/NHAI for which OM no. RW/G-23012/01 / 2019-W&A (Part IV) dated 21.05.2026 may be referred.
- (vi) Remaining 50% of the Additional Performance security shall be released after successful completion of the defect Liability period.
- (vii) If the stretch fails to meet the norms of Pavement Quality Index (PCI) / International Roughness Index (IRI) as per the contract in any biannual assessment starting from COD in the independent NSV survey of the Ministry/ NHAI, non-refundable penalty @5% of the additional performance security shall be levied for each such failure.
- (viii) Additional performance Security shall only be submitted in form of E-Bank Guarantee. Surety bond shall not be accepted for Additional performance Security.

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

- i) State Bank of India or its subsidiaries,
- ii) Any Indian Nationalized Bank
- iii) IDBI/ICICI Bank
- iv) A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank.
- v) Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crore as per the latest Annual Report of the Bank. In the case of

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a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

B. Insurance Surety Bond

- C. The acceptance of the guarantees shall also be subject to the conditions that the capital adequacy of the Bank shall not be less than the latest norms prescribed by RBI.
- D. The bank guarantee issued by a Cooperative Bank shall not be accepted.

a Additional Performance Security shall be calculated as under:

For tenders up to 20% less than estimated cost, no additional performance security deposit is required. But for tenders less by more than 20% of estimated cost of the work, an **additional bank guarantee** equal to the value of Performance Security BG should be furnished by the successful tenderer at the time of concluding agreement as an additional performance security to fulfil the contract.

The bank guarantee for additional performance security deposit shall be valid until a date 28 days from the date of issue of the certificate of completion. The validity shall account for additional 45 days' time to account for BG verification, signing of contract and start date.

- 33.2** The performance security shall be in the form of a Bank Guarantee or Fixed Deposit Receipts in the name of the Employer, from a Bank as specified in case of earnest money/ bid security.
- 33.3** Failure of the successful bidder to comply with the requirement of sub-clause 33.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security and debarment for a period as specified in clause 16.7.

34. Advances

34.1 Deleted.

35. Corrupt or Fraudulent Practices

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

For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them.

- (a) **"Corrupt Practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with Bidding Process (For avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever,

directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with Bidding Process, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

- (b) **"Fraudulent Practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

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

Appendix to ITB

(4.4. B) (b)(i) The key equipment's to be deployed on contract work.

Name of the Equipment	Quantity	Age (in years)
Tractor with Trolley/Tipper	1	5
Concrete Mixer 1.00 cum /Miller	1	5
ROAD MARKING MACHINE	1	5
HSRA PLOTTER CUTTER, SCREEN PRINTING FACILITY	1	5

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

Sl. No.	Personnel	Minimum Qualification and Experience	Particular Experience (minimum requirement)	No. of Persons
1.	Site Engineer cum material Engineer	Diploma In Civil Engineering + 5 Years Exp. Or Graduation in Civil Engineering + 3 Years Exp.	3 years on Highway Construction /Road Safety works	1

Note: The detailed and signed CV's of all the Key/ Technical Personnel, recently signed by the key personnel himself, must be furnished along with the bid as per proforma given below. Non-compliance of the above or non-furnishing of the CVs as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than the above may make the bid non responsive and financial bid may not be opened.

Format of Curriculum Vitae (CV) For Proposed Key Staff

Photo

1. Proposed Position : _____
2. Name of Staff : _____
3. Date of Birth : _____(Please furnish proof of age)
4. Nationality : _____
5. Educational Qualification:
(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).
(Please furnish proof of qualification)

Contact Address with Phone and Mobile numbers:

6. Membership of Professional Societies: _____
7. Publication : _____
(List of details of major technical reports/papers published in recognized national and international journals)
8. **Employment Record:**
(Starting with present position, list in reversed order, every employment held. List of all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and locations of assignments. For experience ***period of specific assignment must be clearly mentioned***, also given client references, where appropriate).
9. Summary of the CV
(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

A) Education:

- (i) Field of Diploma/Graduation and year
- (ii) Field of Post-Graduation and year
- (iii) Any other specific qualification

B) Experience

- (i) Total experience in highways: _____ Years
- (ii) Responsibilities held:
 - a) Years
 - b) Years
 - c) Years

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(iii) Relevant Experience:_____Years

C) Permanent Employment with the Firm (Yes/No):

If yes, how many years:

If no, what is the employment Arrangement with Firm?

Certification:

1. *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project.*
2. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes me, my qualification and my experience.

Signature of the Candidate_____

Place:

Date:

Signature of the Authorized Representative of the firm_____

Place:

Date:

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

SECTION-III

QUALIFICATION INFORMATION
(To be Filled by Bidder)

SECTION-III

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in this section on e-portal will be used for the purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders.

Qualification Information

1. For Individual Bidders

1.1 (a) Year of Constitution

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

[Upload scanned copy of original]

(c) Place of registration: _____

(d) Principal place of business: _____

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

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

(Upload scanned copies of certificate from Chartered Accountant)

2023-2024	-----
2024-2025	-----
2025-2026	-----

Total -----

Average per year

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

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

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

Note:

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

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

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

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

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

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

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

* Upload copy of LOA

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

A = Rs.lakh (enclose the details)

N =years

B = Rs.lakh (enclose the details)

Assessed available bid capacity = $A \times N \times 2.5 - B$

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

Item of Equipment	Requirement		Availability Proposals		Page No of the proof attached.
	No.	Capacity	Owned/ Leased /rented	Nos./Capacity	
Tractor with Trolley/Tipper	1				
Concrete Mixer 1.00 cum /Miller	1				
ROAD MARKING MACHINE	1				
HSRA, PLOTTER, CUTTER, SCREEN PRINTING FACILITY	1				

Note: The bidder must upload the documentary evidence in support of his owning/leased/ rented of the above equipment's/certification by the concerned Executive Engineer (R&B) Division dated not before 01.04.2025. In case the bidder proposes to hire or take the above equipment on lease, he should produce lease/ rent agreement on the name of the work and along with the lease/ rent agreement, attach the proof of ownership of these equipment's with the company/entity from whom the equipment's are proposed to be hired on lease/ rent.

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

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

Position	Name	Qualification	Total Professional Experience (Years)	Experience in the proposed position (Years)	CV at Page No.
Site Engineer cum Material Engineer					

Note: The detailed and signed CV's of all the Key Technical Personnel, signed by the key personnel himself, must be uploaded along with the bid as per proforma given in Appendix to ITB. Non-compliance of the above or non-furnishing of the CV as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than above may make the bid non responsive and financial bid may not be opened.

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

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status	Relevant document at Page No.

2. Bidders should upload the scanned copy of the following affidavits/ undertakings as per formats enclosed hereinafter: -

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

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements and documents made in the enclosed attachments are true and correct.
2. The undersigned also hereby certify that neither our firm M/s. _____ has abandoned any work on National Highways in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by NH to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NH and within the prescribed time.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

Date

To be notarized by Notary

UNDERTAKING

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

Date

Note: it should not be later than one month before bid due date.

UNDERTAKING

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

Date

Note: it should not be later than one month before bid due date.

(On the letter head of the bidder)

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

Undertaking

I, the undersigned do hereby undertake that our firm M/s.....agree to provide and will deploy required equipment as mentioned in the Appendix to ITB of the work

..... further it is certified that the documents submitted as an evidence of availability of the key equipments for this work as stated in the Appendix to ITB, are genuine and correct. If anything contrary to the details as submitted is found at any stage NH would be at liberty to debar/blacklist my firm for an appropriate period as decided by NH.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

(Seal of the company)

Date

Note: it should not be later than one month before bid due date.

(SECTION-IV)

FORMS OF BANK GUARANTEE, LOA & AGREEMENT

FORM OF BANK GUARANTEE FOR BID SECURITY

To
The Executive Engineer,
(R&B) N.H. Division,
Chittoor.

WHEREAS

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

The conditions of this obligation are:

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

Or

- (ii) If the Tenderer having been notified of the acceptance of his Tender by the
Employer during the period of tender validity.
- (a) fails or refuses to execute the Form of Agreement in accordance with the
instructions to bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the
Instruction to Bidders.

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

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

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This guarantee shall also be operable at our branch at Hyderabad, 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 there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation

“The guarantor / bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) Platform & shall invariably send and advice of this Bank Guarantee to the designated bank of NH. The details of designated Bank of NH is as under:.

S. No.	Particulars	Details
1	Name of Beneficiary	The Executive Engineer, (R&B) NH Division, Chittoor
2	Name of Bank	State Bank of India
3	IFSC Code:	SBIN0007083
4	Account No:	30416461128
5	Address of Bank:	C.B Road, Greampet, Chittoor, Andhra Pradesh - 517002

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

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION _____ EMPLOYEE
CODE NUMBER _____

SEAL OF THE BANK _____

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

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To
The Executive Engineer,
(R&B) N.H. Division,
Chittoor.

WHEREAS.....(name and address of contractor)hereinafter called “the contractor” has undertaken, in pursuance of Letter of Acceptance No..... Dated to execute..... (name of Contract and brief description of Works) (herein after called “the contract”).

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

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

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

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

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

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

This guarantee shall also be operable at our branch at Hyderabad, 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 there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ in words) and the guarantee shall

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remain valid till _____. Unless a claim or a demand in writing is served
upon us on or before _____ all our liability under this guarantee shall cease.

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

Name of the Issuing Bank/ BranchName of the Controlling

Branch/Bank.....

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

Date.....

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

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

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

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

FORM OF Insurance Surety Bond
[Performance Security/Additional Performance Security]

To

[Name of Authority]

[Address of Authority]

WHEREAS [name and address of Contractor] (hereafter called the “Contractor”) has undertaken, 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 “**Surety Bond Amount**”15).

AND WHEREAS we, through our branch at (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, Surety Bonds and affirms as follows:

- (1) The **Surety Insurer** hereby unconditionally and irrevocably Surety Bonds 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 therein.
- (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.

- (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 Contractor 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 hereunder.
- (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 hereunder.

- (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 Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Surety Insurer by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

FORM OF LETTER OF APPLICATION

To
The Superintending Engineer,
(R&B) NH Circle,
Ananthapuramu

DESCRIPTION OF WORKS: “Providing of Road safety Interventions for the Accident Locations at Km. 181/0-8 Km 185/300 - 186/100, Km.189/8 - 190/00, Km 196/0-8 & Km.198/6-199/400 of Kadiri- Mulakalacheruvu Section NH-42 in Sri Sathya Sai District”.

Dear Sir,

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

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

Thanking you,

Yours faithfully,

(Authorized Signatory)
for and on behalf of M/s_____

FORM OF LETTER OF ACCEPTANCE

No.

Dated

To

M/s.....

Sub.: **Name of Work**.....

Sir,

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

You are hereby requested to furnish Performance Security in the form detailed in Para 33.2 of ITB for an amount equivalent to **Rs..... (Rupees in words.....)** within 10 days as per provisions of clause 33.1 of ITB of the bid document and sign the contract agreement failing which the actions as stipulated in clause 33.3 of ITB shall be taken.

Further, it is requested to submit the Originals of all documents in compliance to Clause 12.2 of ITB of bid document, failing which action will be initiated as stipulated in Clause-12.2 of ITB and (Name of the firm)..... will be unconditionally debarred from bidding in NH projects for a period of 5 years.

Thanking you,

Yours faithfully,

(.....)

FORM OF AGREEMENT

AGREEMENT

This agreement made the _____ day of _____
2025 _____ between the _____
_____ (hereinafter called “the Employer” of
the one part and _____ (here in after called “the Contractor”) of the other
part.

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

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

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.
5. the employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Binding Signature of Employer _____

For and on behalf of _____

Binding Signature of Contractor _____

For and on behalf of M/s. _____

In the presence of

1. Name:
Address:

2. Name:
Address:

In the Presence of

1. Name:
Address:

2. Name:
Address:

(SECTION-V)

CONDITIONS OF CONTRACT AND CONTRACT DATA

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Section V

Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 41 hereunder.

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

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

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

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

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer and includes technical and financial bids.

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

Days are calendar days; months are calendar months.

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

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

The Defects Liability Period is the period named in contract data and calculated from the Completion Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

- 2.1** In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.
- 2.2** If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3** The documents forming the Contract shall be interpreted in the following order of priority.
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid including Financial Bid Form,
 - (d) Contract Data,
 - (e) Conditions of Contract,
 - (f) Technical Specifications,
 - (g) Drawings, if any,
 - (h) Implementation Manual and Maintenance Intervention Level
 - (i) Scope of Work
 - (j) Bill of Quantities, and
 - (k) Any other document listed in the Contract Data.

3. Language and Law

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

4. Engineer's Decisions

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

5. Delegation

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

6. Communications

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

7. Subcontracting

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

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

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

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

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

- 7.3.1** The Engineer should satisfy himself before recommending to the Employer whether

- a) the circumstances warrant such sub-contracting; and
- b) the sub-contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

8. Other Contractors

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

- 8.2** The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

9. Personnel

- 9.1** The Contractor shall employ the technical personnel named in the Contract Data. **The Superintending Engineer, (R&B) NH Circle Anantapuramu** will approve any proposed replacement of technical personnel (except Project Manager) only if their relevant qualifications and experience are substantially equal to or better than those of the personnel stated in the Contract Data. If the personnel stated in the contract data are not deployed on site by the contractor, a penalty of Rs.50,000/- per month in case of Project Manager and Rs.25,000/- in case of other key personnel will be imposed up to a maximum period of 10days. Thereafter, it will be treated as a breach of contract and action will be taken as per clause 53.

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

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

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

14. Site Investigation Reports

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

15. Queries about the Contract Data

15.1 The NH, RO- Vijayawada will clarify queries on the Contract Data.

16. Contractor to Construct the Works& do maintenance

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

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

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with specifications and drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

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

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

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

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

20. Discoveries

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

21. Possession of the Site

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

22. Access to the Site

22.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out and to any place where material or plant are being manufactured/fabricated/assembled for the works to the Engineer and any person/persons/agency authorized by:

- a. The Engineer
- b. The Employer

23. Instructions

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

23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the Employer if so required by the Employer.

24. Deleted

25. Dispute Resolution

25.1 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 26.2.
- (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.

25.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Authority’s 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 25.1.1 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 25.3 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 25.3.

25.3 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 26 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.

25.4 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 26.3, 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.

26 Deleted

B. Time Control

27. Programme

27.1 The Engineer shall issue the indent of work in stages specifying the time limit for the same as and when required. The Contractor shall submit to the Engineer for approval a programme within the time stipulated in the Contract Data showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts.

27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

27.3 The Contractor shall submit to the Engineer for approval an updated Programme at intervals. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

27.4 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

28.1 The Engineer shall extend the Intended Completion Date only after the approval of NH if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

28.2 The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29. Delays Ordered by the Engineer

29.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

30.1 **Either the Engineer or the Contractor may require the other** to attend a management meeting. The business of a management meeting shall be to review the plans for the remaining works and to deal with matters raised in accordance with the early warning procedure.

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

C. Quality Control

31. Identifying Defects

- 31.1** The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are noticed. Such checking shall not absolve the Contractor from its obligations and its responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work (existing work / work executed by the contractor) that the Engineer considers may have a Defect.

32. Tests

- 32.1** The contractor shall be solely responsible for:

- a. Carrying out the mandatory tests prescribed in the technical specifications forming part of contract.
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- c. The Authority may engage third party for testing of executed items. The payment for the same would be made by the Authority.

- 32.2** If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work (executed by the contractor) has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the cost of such tests shall be borne by the Authority otherwise by the Contractor.

- 32.3** Subject to further condition in contract data

33. Correction of Defects noticed during the Defect Liability Period.

- 33.1** The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2** Every time notice of a defect is given, the Contractor shall correct the notified defect within the reasonable time specified by the Engineer's notice as per good industry practice. If any defect including shrinkage cracks, other faults appear in the work within defect liability period, the Engineer shall give Notice to the Contractor of such defects before end of defect liability period and shall extend the defect liability period as long as defects remain to be corrected.

34. Uncorrected Defects / Incomplete Works

- 34.1** If the Contractor has not corrected the Defect, to the satisfaction of the Engineer, within the time specified in the Engineer's notice/indent, the Engineer will assess the cost of having the Defect corrected and get the defects rectified through some other agency and the Contractor will pay 1.2 times of this amount.
- 34.2** If the Contractor has not completed the work to the satisfaction of the Engineer, within the time specified in the Engineer's notice/indent, in no case exceeding one month, the Engineer will assess the cost of having the work completed and get the work completed through some other agency and the Contractor will pay this amount in addition to the damages specified as per clause 45.

D. Cost Control

35. Bill of Quantities

- 35.1** The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning and maintaining works to be done by the Contractor.
- 35.2** The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rates in the Bill of Quantities for each item for the work executed.

35.3 Changes in the Quantities

Deleted

36. Variations

- 36.1** ~~All variations shall be included in the updated programmes produced by the Contractor. The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order $\pm 25\%$ of original BOQ quantity of single BOQ item subject to maximum of $\pm 5\%$ of original contract value.~~

The Engineer may order Variations, with the prior approval of the Employer, he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall execute the varied works. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

37. Payments for Variations

- 37.1** If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.
- 37.2** If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities and if it cannot be

derived from similar item in Bill of Quantities then the rate will be derived as per Clause 37.3.

- 37.3** The Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor and approval from NH will be taken. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division.

38. Cash Flow Forecasts

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

39. Payment Certificates

- 39.1** The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.
- 39.2** The Engineer shall check the Contractor's monthly statement within 7 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question.
- 39.3** The value of work executed shall be determined, based on measurements by the Engineer.
- 39.4** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 39.5** The value of work executed shall also include the valuation of Variations and Compensation Events.
- 39.6** The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information to rectify the mistakes with detail justification acceptable to Employer.
- 39.7** The final bill shall be submitted by the contractor within one month of the actual date of completion of the work; otherwise the Engineers certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days.

40. Payments

40.1 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law.

40.2 DELETED

40.3 DELETED

41. Compensation Events

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

- a) The Employer modifies the Schedule of other contractors in a way which affects the work of the contractor under the Contract.
- b) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works in reasonable time.
- c) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no defects.
- d) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
- e) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- f) The effects on the Contractor of any of the Employer's Risks.

41.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended after the approval of the employer.

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

42. Taxes& Currencies for payments

42.1 The rates quoted by the bidder shall be inclusive of GST and other levies, duties, royalty, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. The GST shall be reimbursed (if applicable) subject to production of proof of such payment has been made in respect of invoices issued to NH. For verification, the Contractor should submit the copies of their GSTR-1 Return (respective page only), wherein their invoice wise details shall be available or the Contractor should submit the copies of their Electronic Credit Ledger to the subject work.

42.2 All payments will be made in Indian Rupees.

43. Price Adjustment - Deleted

43.2. Deleted

44. Security Deposit / Retention Money

44.1 The Employer shall retain security deposit of five percent of the amount from each payment due to the Contractor until Completion of the whole of the Works.

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

44.3 If the contractor so desires then the Security Deposit/retention money can be released on submission of unconditional Bank Guarantee at the following two stages:-

- (a) At a point after the progress of work in financial term (gross value of work done) has reached 50% of the contract amount
- (b) After the retention money has been deducted to the full value (5% of the Contract Amount).

45. Liquidated Damages

45.1 The Contractor shall pay liquidated damages to the Employer at the rate or part thereof stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor and/or Performance Bank Guarantee Payment of liquidated damages shall not affect the Contractor's other liabilities.

45.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting in the next payment certificate. The contractor shall not be paid interest on the over payment of liquidated damages.

46. Advance Payment

~~46.1 The Employer will make an interest bearing advance payment to the Contractor against provision of an Unconditional Bank Guarantee in a form and from a bank acceptable to the Employer up to 10% Contract Value. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The contractor shall take the above advance before 2nd running bill and thereafter the same is not payable.~~

~~46.2 The Contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.~~

~~46.3 The advance payment shall be repaid with interest @ SBI PLR applicable plus 2% on the date of release of mobilisation advance by deducting from payments otherwise due to the Contractor. The mobilisation advance will be recovered from third running bill up to 8th running bill in six equal instalments and the interest will be recovered from ninth bill. In any case, the mobilisation advance with interest must be recovered within ten months from the date of start. No account shall be taken of the advance payment or its repayment in assessing valuations of work done. Variations, price adjustments, Compensation Events, or Liquidated damages.~~

47. Securities

47.1 Subject to further condition in contract data, the Performance Security equal to **3 percent (Three percent)** of the contract price and additional performance security as per ITB Clause 33 for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a prescribed bank. **The Performance Security shall be valid until a date 60 days after the expiry of Defect Liability Period** and the additional performance security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion. The validity shall account for additional 45 days time to account for BG verification, signing of contract and start date

48. Cost of Repairs

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

E. Finishing the Contract

49. Completion

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

50. Taking Over

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

51. Final Account

- 51.1** The Contractor shall supply to the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the Contractor's revised account.

52. Operating and Maintenance Manual

- 52.1** If "As built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them within 28 days from date of issue of certificate of completion.
- 52.2** If the Contractor does not supply the Drawings and/or manuals by the stipulated date or they do not receive the Engineer's approval, the Engineer shall withhold the amount equal to Rs.5 lakhs from payments due to the Contractor.

53. Termination/Foreclosure

- 53.1** The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.
- 53.2** Fundamental breaches of Contract include, but shall not be limited to, the following:
- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
 - b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstitution or amalgamation;
 - c) the Engineer/Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - d) the Contractor does not maintain a Security, which is required;
 - e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 45;
 - f) the Contractor fails to provide insurance cover as required under clause 13;

- g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this paragraph, “corrupt practise” means (i) offering, giving, receiving, or soliciting directly or indirectly of anything of value to influence the actions of any person connected with the bidding process (For avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with Bidding Process, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the action of a person connected with the Bidding Process);
 - h) “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process, if the contractor has not completed at least 30% of the value of work required to be completed after half of the completion period has elapsed.
 - i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified; and
 - j) any other fundamental breach as specified in the Contract Data.
- 53.3** Without prejudice to any other right or remedies which the Employer may have under this contract, upon occurrence of a Contractor's fundamental breach of contract, the Employer shall be entitled to terminate this contract by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Employer shall by a Notice inform the Contractor of its intention to issue such Termination Notice and grant 15 days to the Contractor to make a representation and may after the expiry of such 15 days, whether or not it is in receipt of such representation issue the Termination Notice.
- 53.4** Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 53.5** If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible but in no case later than 7 days.
- 53.6 Foreclosure** - NH may foreclose the contract before the expiry of the scheduled contract period on account of taking up the stretch for future development such as 4/6 laning or OMT of the highway or any such administrative decision by giving **one month Notice**.
- 54. Payment upon Termination / Foreclosure**
- 54.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total

amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer and Employer may recover the same from Performance Bank Guarantee.

In case of foreclosure of contract on account of proposed future development of the highway or otherwise, as specified in Clause 53.6 within a period of 18 months from the date of start of contract, the Engineer shall issue a certificate for the value of work done till foreclosure and balance value of work left out. The agency shall be compensated 10% of the balance value of work left out beyond the Notice period, of the original contract amount, so certified by the Engineer and necessary deductions of Income Tax and other statutory taxes as applicable at that time will be made and the agency will not have any claim whatsoever on this account". In case, contract is foreclosed after the expiry of 18 months no such compensation will be admissible.

55. Property

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

56. Release from Performance

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

F. Other Conditions of Contract

57. Labour

- 57.1** The Contractor shall, make arrangements of his own cost and expenses for the engagement of all staff and labour, local or others; for their payment, housing, feeding and transport; and for compliance with various labour laws/ regulations.
- 57.2** The Contractor shall, as asked by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

58. COMPLIANCE WITH LABOUR REGULATIONS

- 58.1** During the currency of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local

authority and any other labour law (including rules), regulations, bye laws that may be notified already or that may be notified under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including from his performance security/ retention money. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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

- a) **Workmen Compensation Act 1923:-**The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972: -** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:-** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970: -** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.

- f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Constructions of buildings, roads, runways are scheduled employment.
- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided

certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

59. Drawings and Photographs of the Works

- 59.1** The contractor shall do photography/videography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.
- 59.2** The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, shall be taken or permitted to be taken by the Contractor or by any of his employees or any employees of his sub-Contractors without the prior approval of the Employer in writing. No photographs/ video graphs shall be published or otherwise circulated without the approval of the Employer in writing.

60. The Apprenticeship Act 1961

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

Contract Data

Clause Reference

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

1.1

1. The Employer is [Cl.1.1]

The Engineer-in-Chief (R&B),
National Highways &CRF,
Room No.412, 4th Floor
State HoD Offices Building,
MG Road, VIJAYAWADA - 520010

Name of Authorized Representative:

The Superintending Engineer
(R&B) NH Circle,
Opp to Medical College, Sai Nagar
Anantapuram-515001
Email: senhatp@yahoo.co.in

2. The Engineer is:
Designation: **The Executive Engineer, (R&B) N.H. Division, Chittoor.**
[Cl.1.1]

3. The Intended Completion Date for the whole of the Works is 06 months from start date.
[Cl.1.1, 17&28]

4. The Site is located on **“Providing of Road safety Interventions for the Accident Locations at Km. 181/0-8 Km 185/300 - 186/100, Km.189/8 - 190/00, Km 196/0-8 & Km.198/6-199/400 of Kadiri- Mulakalacheruvu Section NH-42 in Sri Sathya Sai District”.** [Cl.1.1]

5. The Start Date shall be within 15 days after the date of issue of the Notice to Proceed with the work.
[Cl.1.1]

- 3.1** (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]
(b) The language of the Contract documents is English [Cl.3.1]

- 7.1** The limit of subcontracting is NIL of initial contract price [Cl.7.1]

- 8.1** Schedule of Other Contractor – NIL [Cl. 8.1]

- 9.1** The Technical Personnel are: [Cl.9.1]

Sl. No.	Personnel	Minimum Qualification and Experience	Particular Experience (minimum requirement)	No. of Persons
1.	Site Engineer cum Material Engineer	Diploma In Civil Engineering + 5 Years Exp. Or Graduation in Civil Engineering + 3 Years Exp.	3 years on Highway Construction / Road Safety works	1

13.1. Amount for insurance are: [Cl.13.1]

- Rupees equivalent to Contract price.
- Rupees equivalent to 5% of Contract price.
- Rupees equivalent to 5% of Contract price
- Rupees 20 lakhs for multiple incidents.
And deductible as per premium rate.

14.1 Site Investigation Report – NIL [Cl. 14.1]

27.1. (A) The period for submission of the programme for approval of Engineer shall be 10 days from the issue of Letter of Commencement. [Cl.27.1]

(B). (a) Identified indented work

- Weekly Indent, Monthly Indent, and Quarterly Indent 3 days before start of week; 7 days before start of month and 15 days before start of Quarter respectively.
- Emergent Indents – Within 24 hours.

27.3 Amount to be withheld for delays in submission of updated programme: 1% of value of work corresponding to the updated programme.

32 The period for setting up a field laboratory/third party tests with the prescribed equipment relevant to items of work in BOQ is 30 days from the date of notice to start work

33 The defect liability period will be 02 Years from the Date of Completion of work.

45.1(a) Amount of liquidated damages for delay in completion of works

For identified Indented work
0.1 percent of the
Indented value, rounded
off to the nearest
thousand, per day with
the minimum of
Rs.10,000/- per day

(b) Maximum limit of liquidated damages for delay in completion of work.

10 per cent of the Initial
Contract Price rounded

off to the nearest
thousand

[Cl.45.1]

47.1. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as specified in the Bidding Documents. [Cl.47.1]

53.2 (j) Other fundamental breach is that the contractor has failed to complete 75% of value of indented work in any 3 indents issued by the Engineer.

54.1. The percentage to apply to the value of work not completed representing the Employer's additional cost for completing the work shall be 20%.

[Cl.54.1]

(SECTION-VI)
SCOPE OF WORK

SCOPE OF WORK**6.1 General**

The Scope of Work includes **“Providing of Road safety Interventions for the Accident Locations at Km. 181/0-8 Km 185/300 - 186/100, Km.189/8 - 190/00, Km 196/0-8 & Km.198/6-199/400 of Kadiri- Mulakalacheruvu Section NH-42 in Sri Sathya Sai District”** as per BoQ to fulfil all the contractual obligations as per the Bid Documents.

6.2 SCHEDULE "A"**SCHEDULE OF ESTIMATE RATES AND APPROXIMATE QUANTITIES**

The tenderer should quote the percentage in excess of the estimated value of the work at current SOR or percentage less than estimated value of work at current SOR or at estimated value of work at current SOR as a price bid at the end of the Schedule "A".

Sl. No.	Quantity	Description of work	M.O.R.T&H Spn. No. 2019 Edition.	Estimate Rate Figures Words		Unit of Calculation	Estimated Amount
1	2	3	4	5	6	7	8

Schedule 'A'

Enclosed Separately

FOOTNOTE TO SCHEDULE “A”**NOTE:**

1) The rates mentioned in Bill of Quantities Part-I are including overhead charges and contractors profit and seigniorage. The items covered under overhead charges are as per the MoRT&H standard data book for analysis of rates (Second revision).

2) The work shall be conformed to the latest Codal Provisions of IRC and guidelines of MoRT&H specifications and as per latest industry practices.

3) All the works shall be executed strictly as per MORTH specification for Road and Bridge works 2015 (5th revision) and other Ministry's specifications/Ministry's circulars/guide lines issued from time to time.

4) The work is to be carried out in accordance with IRC-67 code of practice for road signs, IRC:35 code of practice for road workings and clause 800: traffic signs, marking and other appurtenances in MoRT&H-Specifications and the “Hand Book of Quality Control for construction of Roads and Runways (Second Revision)-IRC SP:11-1988”, observing strict quality control instructions contained in the Ministry's letter No.NH-III/P/I/83 dated 19 April 1984 & subsequent amendment and permanent records maintained thereof.

(SECTION-VII)
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

7.1 PREAMBLE:

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

7.2 GENERAL REQUIREMENTS

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

7.2.1 PART – I – GENERAL TECHNICAL SPECIFICATIONS

The General Technical Specifications shall be the “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS” (FIFTH REVISION, April 2013) issued by the Ministry of Road Transport & Highways, Government of India and published by the Indian Roads Congress, hereinafter referred to as MORT&H Specifications.

PART – II – SUPPLEMENTARY TECHNICAL SPECIFICATIONS

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

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

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

7.2.3 ~~The Authority/Client shall get the 3rd party quality audit of Bituminous work from any nearest reputed government technical institute for its gradation, bitumen content and thickness for every km. and construction agency shall bear the cost of these tests.~~

(ANNEXURE-I)

QUALITY ASSURANCE OF RETRO-REFLECTIVE ROAD SIGN BOARDS

A. Tender conditions for Retro Reflective Road Signs

1. The Contractor shall be an Authorized Converter /Applicator of the Retro Reflective sheeting manufacturer & shall upload the Authorization certificate during the bid submission, The Tenderer must obtain & must produce such authorization for each tender on the name of the work from the Manufacturer & shall upload the same at the time of tender. The contractor shall submit all the related Technical details including specifications of the Retro Reflective Sheeting used in making the Traffic Signs and Brochures with all information for evaluation of their acceptance to meet the required specifications given in this tender in the Bid Document.

2 The contractor shall obtain from the sheeting manufacturer of Retro Reflective Sheeting a **Pre-Qualification Warranty certificate in original for ten years satisfactory field performance** including stipulated retro reflectance of the retro reflective sheeting to be used and Upload the same during Bid Submission.

3 **Product Conformance Certificate** in original from the manufacturer of retro reflective sheeting stating that the material offered for this tender, conforms to the standards / specifications of retro reflective sheeting as given in this tender and is part of the original warranty shall be submitted.

4 **A certificate of having tested the sheeting for following properties** and its having passed these tests shall be obtained from a reputed test laboratory, by the manufacturer of the sheeting.

- (i) Coefficient of Retro Reflection
- (ii) Day time color & luminance
- (iii) Accelerated outdoor weathering
- (iv) Colorfastness
- (v) Shrinkage
- (vi) Flexibility
- (vii) Liner Removal
- (viii) Adhesion
- (ix) Impact resistance
- (x) Specular gloss
- (xi) Night time color

The sheeting manufacturer shall also provide test data showing that has met the requirements for 24 months of accelerated outdoor weathering. The test data shall be gathered in accordance with ASTM D 4956 and shall be performed by an independent agency. The above test certificate shall be uploaded during the bid submission.

5. The Retro reflective surface after cleaning with soap and water and in dry condition shall have the minimum co-efficient of retro reflection as given in Table I determined in accordance to ASTM D 4956 Type XI Sheeting.

Table I: Acceptable minimum coefficient of retro reflection for wide angle prismatic sheeting.

Minimum Coefficient of Retro reflection (cd/lux/sqm)							
Observation Angle (in degrees)	Entrance Angle (in degrees)	White	Yellow	Red	Green	Blue	Florescent Yellow
0.1	-4	830	620	125	83	37	500
0.1	+30	325	245	50	33	15	200
0.2	-4	580	435	87	58	26	350
0.2	+30	220	165	33	22	10	130
0.5	4	420	315	63	42	19	250
0.5	+30	150	110	23	15	7	90
1.0	4	120	90	18	12	5	72
1.0	+30	45	34	7	5	2	27

At the end of 10 years the sheeting shall retain at least 80% of its original retro reflectance values.

6. The Retro reflective surface after cleaning with soap and water and in dry condition shall have the minimum co-efficient of retro reflection as given in Table II determined in accordance to ASTM D 4956 Type IV Sheeting.

Table II: Acceptable minimum coefficient of retro reflection for wide angle prismatic sheeting.

Minimum Coefficient of Retro reflection (cd/lux/sqm)						
Observation Angle (in degrees)	Entrance Angle (in degrees)	White	Yellow	Red	Green	Blue
0.1	-4	500	380	90	70	42
0.1	+30	240	175	42	32	20
0.2	-4	360	270	65	50	30
0.2	+30	170	135	30	25	14
0.5	4	150	110	27	21	13
0.5	+30	72	54	13	10	6

At the end of 7 years the sheeting shall retain at least 70% of its original retro reflectance values.

7. Color shall be and shall conform to the requirements of Table II as per ASTM D 4956 Specification. Conformance to color requirements shall be determined spectrophotometrically in accordance with ASTM E 1164.

8. The manufacturer of the sheeting, process inks, overlay films for use in production of finished traffic control devices shall be based in India. The manufacturer of the retro-reflective sheeting shall be an ISO 9000 certified company (certificate to be submitted alongwith the bid).

9. The tenderer should upload all the documents mentioned above during the bid Submission, failing which their Bid would be disqualified.

10. The Contractor should be an experienced Sign Maker and having necessary infrastructure for making quality signs. They should be possessing equipment like HSRA, Plotter Cutter, Screen Printing Facilities and etc. They shall provide an **Authorization Certificate** as they are Approved Converter from a reputed sheeting manufacturer and the same shall be submitted with the bid.

B. TENDER CONDITIONS FOR RAISED PAVEMENT MARKER (Twin moulded shanks):

1. The Tenderer shall be an Authorized Convertor /Applicator of RPM or Road Studs manufacturer & Shall upload the Authorization certificate during the bid submission, The Tenderer must obtain & must produce such authorization for each tender on the name of the work from the Manufacturer & shall upload the same at the time of Submission of tender.
2. The Tenderer should mandatorily submit an independent test laboratory certificate of having tested the raised pavement marker lens for visual observation and coefficient of luminous Intensity. Shall be enclosed along with the tender bid at the time of bid opening. A certificate of having tested the lens as per ASTM D 4280 for the following tests and its having passed these tests shall be obtained from an independent laboratory of repute by the manufacturer and enclosed along with the bid at the time of bid opening.
 - i) Construction
 - ii) Coefficient of Luminous Intensity
 - iii) Initial Abrasive Resistance
 - iv) Color
 - v) Temperature Cycling
3. A third party test report (not less than 3 months old) conforming that the product passes following test conforming to MORTH circular and ASTM D 4280
 - i) Compressive Strength
 - ii) Flexural Strength
 - iii) Lens Impact Strength
4. The contractor shall obtain **Pre-Qualification Warranty certificate in original for two years satisfactory field performance from the Manufacturer** and Upload the same during Bid Submission.
5. A sample of the stud with Twin Moulded shanks confirming to the specifications mentioned above shall be submitted by the contractor.
6. The tenderer should upload all the documents mentioned above during the bid Submission, failing which their Bid would be disqualified.

C. TENDER CONDITIONS FOR DELINEATORS -

1. The Tenderer shall be an Authorized Convertor /Applicator of manufacturer & Shall upload the Authorization certificate during the bid submission, The Tenderer must obtain & must produce such authorization for each tender on the name of the work from the Manufacturer & shall upload the same at the time of Submission of tender

(i) Prequalification: Test Report and Conformance Certificates

The supplier of the delineator shall obtain and submit:

Conformance certificate from the Delineator Manufacturer stating that the Delineator to be supplied conform to the above specifications

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A test report from the manufacturer of retro-reflective sheeting stating that the white and red retro-reflective sheeting used in the Delineator shall conform to ASTM D4956 type XI specifications and shall retain at least 80% of its initial values of coefficient of retro-reflection after getting subjected to accelerated outdoor weathering for 3 years.

(ii) Warranty for Delineator

The supplier of the Delineator must obtain and submit a performance warranty from the manufacturer of Delineator stating:

1. There shall be no product failure due to manufacturing defect for a period of 6 months from the date of supply of the product
2. Field performance of the Delineator shall be satisfactory for a period of at least 2 years, provided it is handled, installed and maintained as per the Delineator manufacturer's recommendations
3. Red and white colour retro-reflective sheeting used in the Delineator shall conform to ASTM D4956 type XI specifications and shall retain at least 80% of its initial values of coefficient of retro-reflection after getting subjected to accelerated outdoor weathering for 3 years.
4. Accreditation letter from IRC for delineator is to be uploaded during the bid submission
5. The tenderer should upload all the documents mentioned above during the bid Submission, failing which their Bid would be disqualified.

D. Tender Conditions for Median Marker:

1. Bidder should submit & upload a Letter of authorization confirming that the supplier of the Median Marker is an **authorized applicator/convector** of the Median Marker Manufacturer for that particular work during the submission of Bid.
2. Median Marker shall have **manufacturer LOGO** embossed on either side of the body during the injection molding process
3. A conformance certificate from the Median Marker Manufacturer stating that the Median Markers to be supplied shall conform to the above specifications, shall be submitted by the contractor
4. A test report from the manufacturer of retro-reflective sheeting stating that the Fluorescent Yellow retro-reflective sheeting used in the Median Marker shall conform to ASTM D4956 type XI specifications and shall retain at least 80% of its initial values of coefficient of retro-reflection after getting subjected to accelerated outdoor weathering for 3 years.
5. Conformance certificate from the Manufacturer of the Median Marker stating that the Polycarbonate Used for Manufacturing of Median Markers conforms to ASTM D 256 for Impact Strength & ASTM G155 (or) ISO 180/A for Performance under accelerated weathering for 1000hrs as in Table I should be submitted by the bidder during the Bid.

Table-I

Mechanical property	Test Method	Minimum Initial value (Joule/meter)	Minimum value (Joule/meter) after 1000hrs of Accelerated Weathering as per ASTM G155 or ISO 180/A	Minimum % retention
Impact Strength (Izod)	ASTM D256	600 J/m	420 J/m	70%

6. **A Pre-Qualification Warranty** on field performance of the Median Marker shall be satisfactory for a period of **at least 2 years**, provided it is handled, installed and maintained as per the Median Marker manufacturer's recommendations.
7. A sample of the Median Marker confirming to the specifications mentioned above shall be submitted by the contractor.
8. Accreditation letter from IRC for median marker is to be uploaded during bid submission
9. The tenderer should upload all the documents mentioned above during the bid Submission, failing which their Bid would be disqualified.

E. Tender Conditions for Aluminum backed Flexible Prismatic Sheeting (AFP):

1. Bidder should submit & upload a Letter of authorization confirming that the supplier of the AFP Sheeting is an **authorized applicator/convertor** of the Aluminum backed Flexible Prismatic Sheeting Manufacturer for the project during the Bid.
2. A third party test report confirming the flexibility and reflectivity as per ASTM-D4956-09 Type-VI performance of the flexible prismatic sheeting used in AFP shall be submitted by the contractor during prequalification and supply of material.
3. A copy of product accreditation certificate by IRC/CRRRI should be submitted.
4. Adhesion for application: This Aluminum-backed flexible prismatic sheeting, with the liner removed, shall be applied **with a Neoprene high performance contact adhesive** with Polychloroprene base, viscosity of 200-450 cps and solid content of 20-30% for better adhesion.
5. Edge sealing for protection: After application, the edges of Aluminum-backed flexible prismatic sheeting **shall be sealed all around with a two part epoxy based structural adhesive**, with epoxy having viscosity of 8000-14000 m Pa.s when measured as per ISO 12058, so that it becomes extremely difficult to peel off.

6. Accreditation letter from IRC for AFP sheeting is to be uploaded during bid submission.
7. The tenderer should upload all the documents mentioned above during the bid Submission, failing which their Bid would be disqualified.

F. Tender Conditions for Thermo plastic road marking paint

1. The tenderer must be an authorized applicator of BERGER Company/ BERGER Equivalent/ Equivalent brand
2. He must obtain & must produce such authorization for each tender on the name of the work from the Manufacturer & shall upload the same at the time of tender.

3.0 Scope of Work

Providing and laying of hot applied thermoplastic road marking material as per Code of Practice for Road Markings (IRC-35) and as specified in the drawings or as directed by the Engineer in Charge. Road marking material shall comply MORT&H Specification for Road & Bridge Works (Section 803) and in addition to that shall also comply performance parameters criteria for road marking:-

3.1 Performance parameters (after 7 days)

3.1.1 Wear Durability at least 95 % as per ASTM D913

3.1.2 Day time Visibility

Cement road (Qd), shall be min 130 mcd/m²/lux as per EN1436

Asphalt road (Qd), shall be min 100 mcd/m²/lux as per EN1436

3.1.3 Night time Visibility (Rl) > 250 mcd/ sqm /lx as per EN1436

3.2 Performance parameters (after 2 years)

3.2.1 Wear Durability at least 70 % as per ASTM D913

3.2.2 Day time Visibility

Cement road (Qd), shall be min 130 mcd/m²/lux as per EN1436

Asphalt road (Qd), shall be min 100 mcd/m²/lux as per EN1436

3.2.3 Night time Visibility (Rl) > 100 mcd/sqm/lx as per EN1436

4. The tenderer/contractor must be an authorized applicator of BERGER Company/ BERGER Equivalent/ Equivalent brand well reputed manufacturer of road marking materials. At the time of tender submission, the contractor shall obtain and submit pre-warranty certificate from the manufacturing company and copy of latest ISO certification awarded to the manufacturer for their road marking products.
5. As a prequalification process, material shall be considered for use only when sufficient evidence exists to ensure that the material and services are conforming to the performance requirements. Therefore, contractors shall guarantee the road marking performance for its full service life of two years or as specified per tender specifications.

6. If any defect is noticed during this period it will be either rectified or replaced in total by the contractor within 7 days and if not attended to, the same shall be done by another agency at the risk and cost of the contractor.
7. The contractor may be called for demonstration before any definitive laying or beginning of the work. Product initial performance (after 7 days) shall be tested and approved by the department/site engineers in charge as part of work execution control.
8. Before commencement of the work the contractor has to procure the material from the manufacturer/Authorized C&F Agent of the manufacturer along with the BATCH TEST CERTIFICATE on the name of the work with INVOICE bill in original to the Engineer in Charge including retro-reflective sheeting and other items also, The Engineer in Charge of the work has to certify the quantity of the material consumed at the end of the work before making final payment.
9. The agency shall submit test certificates as per MORTH 803.4.2.2 table stating that their material meets that percentage of the weight (Binder:18.0% Minimum, Glass Beads:30.4% Minimum , Calcium Carbonate & inert fillers : 42.0% Maximum & TITANIUM DIOXIDE : 10% Minimum as per national test house(NTH) of Govt of India & the department shall be inspecting to check whether the specification of the material is as per the NTH certificate or not as & when desired agency shall make all the necessary arrangements for such inspection
10. The properties of thermoplastic materials & glass beads should meet ASTM D36 /BS 3262 specifications , which should have the properties range like white index(60 to 70%), Luminance factor (80 to 85% etc) , such properties certificates have to be submitted at the time of tender submission on the name of work .
11. The performance guarantee of the thermoplastic compound shall be provided by the agency in the name of the contractor as per the tender conditions. The contractor is responsible for any defects in the road safety items of work in collaboration with the manufacturer
12. The tenderer should upload all the documents mentioned above during the bid Submission, failing which their Bid would be disqualified.
13. The agency shall Quote common rate for the entire district considering Transportation.
14. The rates quoted for centerline & Zebra markings shall be inclusive of all overhead costs exclusive of GST.
15. If the agency produces any false or wrong information with regard to material quality & authorization, the agency shall be kept under black list. Further the agency /Manufacturer will not be allowed to carry out any work with R&B Department of Andhra Pradesh State.

G. Authorization Letter and Pre-Qualification Warranty certificates for the Road Safety Furniture :-

The bidder has to furnish the following relevant documents for the Road Safety Furniture as detailed below:

- 1) Authorization Letter and **Pre-Qualification Warranty certificate for Retro Reflective Sheeting Manufacture Company having ISO Certificate and test Reports of 2 Years Mandatory**
- 2) Authorization Letter and **Pre-Qualification Warranty certificate for Road Studs Manufacture Company having ISO Certificate and test Reports of 2 Years Mandatory.**
- 3) Authorization Letter and **Pre-Qualification Warranty certificate for Delineators Manufacture Company having ISO Certificate and test Reports of 2 Years Mandatory**
- 4) Authorization Letter and **Pre-Qualification Warranty certificate for Median Markers Manufacture Company having ISO Certificate and test Reports of 2 Years Mandatory**
- 5) **Authorization Certificate of THERMOPLASTIC Road marking manufacturer of ISO certified company**

SPECIAL TECHNICAL CONDITIONS for “W” metal Beam Crash Barrier

1. The “W” metal Beam Crash Barrier system should be duly accredited by the Indian Road Congress (IRC).
2. “W” Metal Beam Crash Barrier should be crash tested and certified and to be executed inline with the instructions issued by MoRT&H, New Delhi vide No.RW/NH-29023/02/2019-S&R (P&B), Dated: 01.01.2020.
3. The “W” metal Beam Crash Barrier should be of material which is highly shock absorbing and durable in nature.
4. The bidder should have the required crash test certification in its name or may produce it from manufacture or authorized representative of the Manufacturers and submit MAF (Manufacturer Authorization Form) duly with the bid documents.
5. CVC’s guidelines regarding consideration of Indian agents issued vide letter NO. 12-02-6-CTE/SPL(I)-2/16173, dated 13.01.2012 shall be followed:
 - a. In the tender, either the India agent on behalf of the Principal / OEM (Original Equipment Manufacturer) or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender.
 - b. If an agent submits bid on behalf of the Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item / product.

6. In eligibility criteria the past experience of similar nature of work by Principal / OEM or the agent shall be considered.
7. The manufacturer / supplier shall provide all applicable crash test reports that confirms the proposed barrier to have passed the crash test conducted by accredited crash testing laboratory having all the facilities for carrying out crash barrier test for the desired performance. For other specifications crash barrier should adhere to IRC 119-2015 (Guideline for Traffic Safety Barriers).
8. The material dimensions and specifications of the material to be supplied shall be same as the material used in the barrier for the crash tests and for which the test reports submitted.
9. All steel elements including posts, beam sections, bolts, nuts, hardware and other steel fittings shall be hot dip galvanized or painted with an approved paint. If galvanized, all elements shall be free from abrasion, rough or sharp edges and shall not be kinked, twisted or bent. Damaged galvanized surfaces, edges of holes and ends of steel sections cut after galvanizing shall be cleaned and re galvanized as per IRC 119:2015.
10. Contractor / Manufacturer / Supplier installing safety roller crash barrier is responsible for performance of crash barrier to serve the intended objective of containing the vehicle in case of hit.



सत्यमेव जयते
MoRTH
Ministry of Road Transport
and Highways

**Providing of Road safety Interventions for the Accident Locations
at Km. 181/0-8 Km 185/300 - 186/100, Km.189/8 - 190/00, Km 196/0-
8 & Km.198/6-199/400 of Kadiri - Mulakalacheruvu Section NH-42
in Sri Sathya Sai District.**

VOLUME - II

**National Highways
(Ministry of Road Transport & Highways, Govt. of India)**

JUNE - 2026

VOLUME - II

SECTION: VIII



BILL OF QUANTITIES

Appendix-I

The Appendix forms part of Bid. Bidders are required to fill up all the blanks in the form of Bid and Appendix thereto)

FINANCIAL BID FORM

To
The Superintending Engineer,
(R&) NH Circle,
Opp. Medical College, Sai Nagar,
Ananthapuramu
Email Id: senhatp@yahoo.in

DESCRIPTION OF WORKS: “Providing of Road safety Interventions for the Accident Locations at Km. 181/0-8 Km 185/300 - 186/100, Km.189/8 - 190/00, Km 196/0-8 & Km.198/6-199/400 of Kadiri- Mulakalacheruvu Section NH-42 in Sri Sathya Sai District”.

Reference letter No.

Dear Sir,

Having examined the site of works and Bid Documents, comprising Instructions to Bidders, Scope of works, Conditions of Contract, Technical Specifications, Bill of Quantities and schedules for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy any defects therein in conformity with the said bid documents for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Bid documents.

2. We undertake, if our Bid is accepted, to commence the work within fifteen (15) days of receipt of the order to commence, and to complete and deliver the sections and whole of the works comprised in the Contract within the period stated in the bid hereto.
3. If our Bid is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee to be jointly and severally bound on us, in accordance with the Conditions of Contract.
4. We agree to abide by this Bid for the period of One Hundred & Twenty (120) days from the last date fixed for Bid Submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

5. We confirm our agreement to treat the Bid documents and other records connected with the works as secret and confidential documents and shall not communicate information contained therein to any person other than the person authorized by the Employer or use such information in any manner prejudicial to the safety and integrity of the works.
6. Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reasons thereof.
7. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2025

Signature _____ in the capacity of _____ duly authorized
**

To sign Bid for and on behalf of

(In block capital letters)

Address: _____

Signature of Witness _____

Name of witness _____

Address of witness _____

** Certified copy of Power of Attorney/authorization for signature shall be furnished by the bidder.

Bill of Quantities

9.00 Preamble

- 9.01 The Bill of quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Scope of Work and Specifications.
- 9.02 The quantities given in the Bill of quantities are estimated quantities. The basis of payment will be actual quantities of work indented and carried out and valued at the rates and prices tendered in the priced Bills of quantities, where applicable and otherwise at such rates and prices as the Engineer may fix within the terms of Contract.
- 9.03 The rates and prices tendered in the priced Bill of Quantities shall include all equipment, plant, tools, spares, labour, supervision, overheads, consumables, materials, erection, maintenance, testing of input material delivered, profit, taxes and duties together with all general risks, liabilities and obligations set out and implied in the Contract and other incidentals to comply with the requirements of technical specifications and scope of work.
- 9.04 The rates and prices shall be quoted entirely in Indian Currency.
- 9.05 A rate or price shall be entered as a single rate as Tender Premium % above / below on the amount in General Abstract.
- 9.06 The whole cost of complying with the provisions of the contract shall be included in the items provided in the priced Bill of Quantities and where no rates are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.
- 9.07 The contractor shall keep the entire carriageway neat and clean throughout the contract period. The contractor shall maintain guard rails, railings, crash barriers, road furniture etc. in good condition by cleaning them frequently as advised / required by using suitable detergents/ chemicals.
- The staff of the contractor shall wear safety jackets, shoes, helmets etc. while on duty and any violation will attract a fine of Rs. 5,000/- for each incident.
 - Failure to erect safety signage or trying to carry out the works without proper precautions/safety measures as required will attract a fine of Rs. 5,000/- for each incident.
- 9.08 The Tendered rate for incident Management shall include all equipment, labor, material, consumable, tools, spares and other incidentals to comply with the requirement of the scope of the work and technical specifications.
- 9.09 General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. Reference to the relevant sections of the bidding document shall be made before entering rates or prices against each item in the Bill of Quantities.

DESCRIPTION OF WORK: Providing Short Term Rectification Measures for the Identified Black Spot 5 Nos: (1) AP-(05)-258 (2) AP-(05)-259 (3) AP-(05)-260 (4) AP-(05)-261 and (5) AP-(05)-262 under 2019-21 series of Palamaneru - Krishnagiri Border Section NH-42 in Chittoor District.

ABSTRACT OF COST

Sl. No.	Description	Amount
1	Grand Total of BOQ	Rs. 97,08,806/- (Rupees Ninety Seven Lakhs Eight Thousand Eight Hundred and Six Only)
	I/We agree to execute the above works on the tender premium -----% above/below the Grand Total of the project cost as given above.	(In words) ----- -----percent Above / Below

Note: The Grand Total of BOQ is including GST.

Tender Inviting Authority: Superintending Engineer (R&B), National Highways Circle, Anantapuramu, Andhra Pradesh.							
NAME OF WORK: "Providing of Road safety Interventions for the Accident Locations at Km. 181/0-8, Km 185/300 - 186/100, Km. 189/8 - 190/00, Km 196/0 - 8 & Km. 198/6 - 199/400 of Kadiri-Mulakalacheruvu Section NH-42 in Sri Sathya Sai District."							
Schedule-A							
Sl. No	Description of work	Qty.	Unit	MORTH Sp.No 5th revision	RATE In Figures Rs. P		AMOUNT Rs. P
					Figures	Words	
1	Supplying of hot applied thermoplastic road marking compound, 2.5mm thick including reflectorising glass beads @ 250gms with Reflectorising Glass Beads on Bituminous Surface at 250 gms per sqm area, thickness of 2.5mm is exclusive of surface applied glass bead as per IRC: 35, the material should be of BERGER Company/ BERGER Equivalent and must comply with the following: a) White index for the product should be in the range of 60-70 when measured against standard reference. The applied panel 7/8 number must be submitted for checking up the white index in the department lab. In case the department approves the white index of any vendor, the department engineer may carryout random checking of the applied products at site against the approved panel. In case of any major deviation, beyond acceptance limit, department reserve the right to cancel or reject the total supplied consignment of the said material and will compell the vendor has to replace the full consignment by the desired material as per approved panel at his own cost and additional demurrages may be claimed due to loss of man days (as per the rules of the department). b) Luminance factor of the material should be in the range of 80-85% at 45 degree centigrade as per AASTHOM 249. c) Crack resistance: The applied panel cured for 7 days under ambient condition and then should be tested as per BS3262, Part-1, 1989 and should pass at the range of '0' degree centigrade to '-10' degree centigrade D) Adhesion: Strong E) Softening point: 102 degree centigrade F) Dried film finish: Smooth and uniform G) Night Vision: High as directed by the Engineer-in-Charge and confirming to IS: 164-2023 and clause conforming to IRC 35:2015 (MoRTH Clause 803 for technical specification and performance for IRC 35:2015). In case of any major deviation, beyond acceptance limit, department reserve the right to cancel or reject the total supplied consignment of the said material and will compell the vendor has to replace the full consignment by the desired material as per approved panel at his own cost and additional demurrages may be claimed due to loss of man days (as per the rules of the department). b) Luminance factor of the material should be in the range of 80-85% at 45 degree centigrade as per AASTHOM 249. c) Crack resistance: The applied panel cured for 7 days under ambient condition and then should be tested as per BS3262, Part-1, 1989 and should pass at the range of '0' degree centigrade to '-10' degree centigrade D) Adhesion : Strong E) Softening point: 102 degree centigrade F) Dried film finish : Smooth and uniform G) Night Vision: High as directed by the Engineer-in-Charge and confirming to IS: 164-2023 and clause conforming to IRC 35:2015 (MoRTH Clause 803 for technical specification and performance for IRC 35:2015) Accident locations of Kadiri- Mulakalacheruvu Section in NH-42	3692	Sqm		601.00	Rupees Six Hundred one Only	2218892.00
2	Providing and fixing Reflective pavement markers (Road Studs) of plastic body moulded from HIPS (Hi-Impact polystyrene) or ABS or ASA (Acrylic Strene Acrylonitrite) and refectve panels shall consists of number of lenses containing single or dual prismatic cubes capable of provoding total internal reflection of the light entering the lens face and confirming to ASTM,BS and complying to guide lines issued by MOST Circular No. RW/NH-33023/10/97 DO.III Dt.11-06-1997 & Clause 804 of MoRTH specifications. The hight, width shall not exeed 20 mm,130 mmm and the area of the each retro reflecting surface shall not be less than 13 sqcm and the slope of retro reflecting surface shall preferably be 35 +/-5 degree to base.Fixing will be without nails and the reflective marker shall be fixed to the road surface using adhesives and the procedure recommended by the manufacturere and as per para 6.2 of theMoRTH Circular including cost and conveyace os all materials, equipment, machinery and labour with all leads and lifts, loading charges site clearence etc. and complete nessessery for sucesseful completion of the work. Accident locations of Kadiri- Mulakalacheruvu Section in NH-42	1680	Nos		388.00	Rupees Three Hundred Eighty Eight Only	651840.00

3	Supplying and installation of Hazard Markers using M.S. angle of size 55x55x6 mm and 120cm high above ground level painted with two coats of black & white stripes of 15cm wide with first quality synthetic enamel paint over one coat of appropriate primer of approved brand,colour, with 30cm x 90cm Type - XI of ASTM D 4956-09 High Intensity Prismatic Retro reflective sheeting of Yellow colour and conforming to IRC 67:2022 fixed over 3MM Aluminium Composite Material having minimum 0.30 mm thick Aluminium skin on both sides with standard supports consisting of alternately black and Yellow with black stripes in screen printing sloping downward at an angle of 45 degrees towards the side of the obstruction on which the traffic is to pass and buried into the ground in a trench of size 30cm x 30cm and 50cm depth filled with CC M-25 including cost and conveyance of all materials, equipment, machinery and labour with all leads and lifts, loading and un-loading charges necessary for successful completion of the work on any road in division as directed by Engineer-in-Charge and conforming to IRC 67-2022, IRC 79:2019 & MORT&H specification No.805 and approved drawings etc., complete for finished item of work. Accident locations of Kadiri- Mulakalacheruvu Section in NH-42	9	Nos		4,623.00	Rupees Four Thousand Six Hundred Twenty Three Only	41607.00
4	Supplying and installation of SOLAR BLINKERS having polycarbonate Die moulded body conforming to international standard size 300 mm dia signal aspect 20 to 90 flashes per minutes as desired includes mono / crystalline solar cell module sealed maintained free battery inbuilt control card and solid state Blinker, solar charge regulator@ 90 percent charge efficiency 24 hours operation, Automatic ON / OFF Dusk to Dawn operation, 2 to 4 days system autonomy working voltage 12 V, 24V volts DC 300m round lights source, cluster of high intensity ultra bright leds, Amber LED colors, visibility 1000 mts Good even during HAZY weather, single aspect module, fine control over operation of system, panel blinking etc., Accident locations of Kadiri- Mulakalacheruvu Section in NH-42	22	Nos		28,217.75	Rupees Twenty Eight Thousand Two Hundred Seventeen and Seventy Five Paise Only	620791.00
5	Supply of Installation of 120W Solar LED based Solar Street Light System with Installation of 9 mtr octagonal pole of 175 mm bottom top dia 100mm*3mm thickness base plate 350 radius 20mm thickness made with mild steel HRC Superior grade sheet along with 3mm thickness with 80 microns hot dip galvanized pole. solar structure canopy of 114 mm dia pipe along with angle and channel as per requirement for solar panel support including single arm of 1.5 MTR -2 MTR length, battery storage box as per requirement with lock and key fully hot dip galvanized Mono crystalline 540 watt solar panel with 150-160 ah 25.6 Volt lithium and prismatic battery for atleast 24 hours backup (hours means 3 nights from 7 pm until morning 4 am) with 120w street light working on full capacity (100%throughout (50000 burning hours) along with copper wire as per standard) the item also consist of 6 nos of foundation bolt L Shape 24mm x 850 mm length including M25 concrete (foundation size as per structure) (500 x 500 x1600) including required steel (transportation, loading, unloading, store all including the following rates) for achieving 40 LUX for each location pole to pole distance 20-22 mtr. Battery shall vary from 130 ah to 160 ah. Accident locations of Kadiri- Mulakalacheruvu Section in NH-42	4	Nos		1,40,000.00	Rupees One Lakh Forty Thousand Only	560000.00
6	Providing and erecting a W metal beam crash barrier comprising of 3 mm Thick corrugated sheet metal beam rail 70 cm above road/ ground level fixed on ISMC series channel vertical post 150x75x5 mm spaced 2 m center- to - center 1.80 m high 1.1 m below ground/ road level all steels parts and fittings to be galvanised by hot dip process all fitting to conform to IS: 1367 and metal beam rail to be fixed process all fitting to conform to IS 1364 metal beam rail to be fixed on the vertical post with a spacer of channel section 150x75x7 mm 330 mm long complete as per clause 810 of MORTH Specifications.	400	Rms		3,539.00	Rupees Three Thousand Five Hundred Thirty Nine	1415600.00

	Accident locations of Kadiri- Mulakalacheruvu Section in NH-42				Only	
7	This flexible prismatic sheeting shall be of 1ft width and laminated at the back with a 50 micron thick Aluminum (Al) foil with pressure sensitive adhesive and liner. Further, this flexible prismatic sheeting shall have screen printed arrow/slant line pattern in black color on top in a continuous roll format. Neither AFP sheeting nor the flexible prismatic sheeting used in it shall crack when slowly bent in 1 second time around a 1/8th inch mandrel after being conditioned for 24hrs at 0°C and tested as per section S2.2.2. of ASTM D 4956-09. The AFP sheeting, with the liner removed, shall be applied with a neoprene contact adhesive with Polychloroprene as base, viscosity of 200-450 cps and solid content of 20-30%. Once applied, the edges of the product shall be sealed all around with a two-part epoxy based structural adhesive and shall be extremely resistant to peel-off. A test report from institutes like ARAI/CRRRI confirming to above mentioned flexibility and ASTM-D4956-09 Type-XI retro reflectivity performance of the flexible prismatic sheeting used in AFP shall be submitted by the tenderer during prequalification and supply of material.	800	Sqfts	529.00	Rupees Five Hundred Twenty Nine Only	423200.00
	Accident locations of Kadiri- Mulakalacheruvu Section in NH-42					
8	Providing and fixing mandatory / Regulatory sign boards size 900 mm equilateral Triangle made out of type - XI of ASTMD 4956-09 wide angle cube cornered micro prismatic Retro - reflective sheeting and conforming to IRC 67:2022 for full bank ground of white colour and letters / logos done by screen printing in black colour boarders by screen printing in red colour and fixed over 4 MM aluminum composite Material (ACM) sheet having minimum 0.50 mm thick aluminum skin on both sides with back side painted grey colour and fixed over back support frame of M.S angle 25X25X3 mm all round and fixing with 35x35x4 mm and mounted on a ms angle post size 75x75x6 mm with clear height of not less than 2.1 m from ground level the bottom of the board. the support should be painted with one coat of red oxide paint and 2 coats of synthetic enamel paint Black and white colour with bands of 30 cm if height. the signpost shall be firmly fixed with ms base angle 35x35x4 mm in to the ground by M25 concrete foundation of size 450x450x600 mm including cost and conveyance of all material equipments machinery and labor with all leads and lift, loading charges necessary for satisfactory completion of the work as directed by engineer - in - Charge.	42	Nos	7,496.00	Rupees Seven Thousand Four Hundred Ninety Six Only	314832.00
	Accident locations of Kadiri- Mulakalacheruvu Section in NH-42					
9	Providing and fixing mandatory / Regulatory sign boards size 900 mm circular made out of type - XI of ASTMD 4956-09 wide angle cube cornered micro prismatic Retro - reflective sheeting and conforming to IRC 67:2022 for full bank ground of white colour and letters / logos done by screen printing in black colour boarders by screen printing in red colour and fixed over 4 MM aluminum composite Material (ACM) sheet having minimum 0.50 mm thick aluminum skin on both sides with back side painted grey colour and fixed over back support frame of M.S angle 25X25X3 mm all round and fixing with 35x35x4 mm and mounted on a ms angle post size 75x75x6 mm with clear height of not less than 2.1 m from ground level the bottom of the board. the support should be painted with one coat of red oxide paint and 2 coats of synthetic enamel paint Black and white colour with bands of 30 cm if height. the signpost shall be firmly fixed with ms base angle 35x35x4 mm in to the ground by M25 concrete foundation of size 450x450x600 mm including cost and conveyance of all material equipments machinery and labor with all leads and lift, loading charges necessary for satisfactory completion of the work as directed by engineer - in - Charge.	30	Nos	10,488.00	Rupees Ten Thousand Four Hundred Eighty Eight Only	314640.00
	Accident locations of Kadiri- Mulakalacheruvu Section in NH-42					
10	Providing and fixing Chevron board size 600 X 800 mm made out of type - XI of ASTMD 4956- 09 high intensity prismatic Retro reflective sheeting and conforming to IRC:67:2022 for full background of Green colour & white letters and fixed over 3MM aluminum composite Material sheet having minimum 0.30 mm thick aluminum skin on both sides with back side painted grey colour and fixed over back support frame of M.S angle 25X25X3 mm all round and fixing with 35x35x4 mm and mounted on a ms angle post size 75x75x6 mm with clear height of not less than 2.1 m from ground level the bottom of the board. the support should be painted with one coat of red oxide paint and 2 coats of synthetic enamel paint Black and white colour with bands of 30 cm if height. the signpost shall be firmly fixed with ms base angle 35x35x4 mm in to the ground by M25 concrete foundation of size 450x450x600 mm including cost and conveyance of all material equipments machinery and labor with all leads and lift, loading charges necessary for satisfactory completion of the work as directed by engineer - in - Charge.	80	Nos	8,643.00	Rupees Eight Thousand Six Hundred Forty Three Only	691440.00
	Accident locations of Kadiri- Mulakalacheruvu Section in NH-42					

11	Supplying and installation of delineators (road way indicators) not less than 800 mm high above ground level. The delineator shall have a core and shell construction which be made of tough high impact resistant injection - molded thermoplastic outer body. The inner core shall consist of powder coated or painted mild steel of minimum thickness 1.0mm. the delineator should have top retro reflective unit consisting of white color micro prismatic non metallic retro reflective sheeting on both side having minimum exposed area of 125 cm ² and bottom retro reflective unit consisting of red color micro prismatic non metallic retro reflective sheeting of minimum exposed area of 35 cm ² each side confirming to ASTM D4956 type XI standards. The delineators shall be fixed to the ground by inserting the root of the delineator up to the marked portion and by firm concrete filling as per the instructions by engineer - in- charge and conforming to IRC 79:2019 & Clause 806 of MoRTH Specifications.	280	Nos		2,393.00	Rupees Two Thousand Three Hundred Ninety Three Only	670040.00
	Accident locations of Kadiri- Mulakalacheruvu Section in NH-42						
12	Providing and fixing Facility Informatory Sign board size 1500X1200 mm made out of type - XI of ASTM D 4956- 09 wide angle cube cornered micro prismatic Retro reflective sheeting and confirming to IRC:67:2022 for full background of Green colour & white letters and fixed over 4MM aluminum composite Material sheet having minimum 0.50 mm thick aluminum skin on both sides with back side painted grey colour and fixed over back support frame of M.S angle 25X25X3 mm all round and fixing with 35x35x4 mm and mounted on a ms angle post size 75x75x6 mm with clear height of not less than 2.1 m from ground level the bottom of the board. the support should be painted with one coat of red oxide paint and 2 coats of synthetic enamel paint Black and white colour with bands of 30 cm if height. the signpost shall be firmly fixed with ms base angle 35x35x4 mm in to the ground by M25 concrete foundation of size 450x450x600 mm including cost and conveyance of all material equipments machinery and labor with all leads and lift, loading charges necessary for satisfactory completion of the work as directed by engineer - in - Charge and conforming to Clause 801 of MoRTH Specifications.	10	Nos		30,492.00	Rupees Thirty Thousand Four Ninety Two Only	304920.00
	Accident locations of Kadiri- Mulakalacheruvu Section in NH-42						
		Total Amount Rs.					8227802.00
		Add GST 18%					1481004.00
		Estimate Contract Value Rs.					9708806.00

Superintending Engineer
(R&B) N.H. Circle, Ananthapuramu