



Request For Proposal for
Repair and Maintenance work of Delhi Noida Direct Flyway
At DND Flyway

July 03, 2023

Contents

1.	NOTICE INVITING TENDER (NIT)	3
2.	ABOUT THE COMPANY	10
3.	VOLUME-I	11
3.1	INSTRUCTIONS TO BIDDERS (ITB)	11
3.2	CONDITION OF THE CONTRACT	54
3.4	CONTRACT DATA	78
3.5	SPECIFICATION	80
4.	VOLUME-II	94
4.1	SECURITIES AND OTHER FORMS	94
4.2	BILL OF QUANTITIES (BOQ).....	105

1. NOTICE INVITING TENDER (NIT)

- 1.1. Noida Toll Bridge Company Ltd. (NTBCL/the Company) invites Bid in a single stage two packet system, from reputed Contractors who may be a sole proprietary firm, a partnership firm or a company incorporated under the Companies Act' 1956/ 2013 & having its registered office in India or as a Joint Venture/ Consortium of such entities for award of Repair & Maintenance Work of Delhi Noida Direct Flyway as per Tender Document.
- 1.2. The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the Bidding Process, if the constituent of one Bidder is also a constituent of another Bidder.
- 1.3. NTBCL shall receive Bids pursuant to this Bid Document in accordance with the terms set forth herein and as modified, altered, amended and clarified from time to time by NTBCL. Bidders shall submit Bids in accordance with such terms on or before the date specified in this document. Bidders are expected to carry out extensive survey of Designated Space and analysis at their own cost, before submitting their respective Bids for award of Repair & Maintenance Work of Delhi Noida Direct Flyway. NTBCL shall provide necessary permission and assistance to the prospective Bidders in this regard
- 1.4. The Contractor has to comply with rules and regulations of "Safety and Health Management Policy"
- 1.5. Main Terms and Conditions of the Bid:

1.	Cost of Tender Document	Bidding documents may be downloaded by the contractors, <i>free of cost</i> , from the Employer's web site www.ntbcl.com from July 03, 2023 onward. However, at the time of submission of hard copy of the tender document the Contractor is required to make non-refundable payment amounting ₹ 10,000 (Rupees Ten Thousand only) towards tender document through RTGD/Demand Draft.
2.	Earnest Money Deposit /Bid Security	₹ 10,00,000 (Rupees Ten Lakhs only) (refundable without interest) to be provided in the form of demand draft/RTGS only. Bank Guarantee will not be acceptable. Bid Security will have to be in the form as specified above and shall have to be valid for <u>120 days beyond the validity of the Bid.</u>

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

4.	Evaluation	Technical and Financial
5.	Period for Completion of the Works	The period for completion of the works shall be <u>2 months</u> period and while bidder will be required to submit guarantee bonds for a <u>Defect Liability Period of 36 months</u> thereafter.

1.6. **Schedule of Bidding Process:**

1.	Download of Tender Documents	July 03, 2023 onward
2.	Last date of receiving written queries by NTBCL	Mail to tendernovember2022@ntbcl.com latest by 5 p.m. July 06, 2023
3.	Pre-bid meeting/Clarification	July 07, 2023 at 3 p.m.
5.	Last date & time of submission of Bid	<p>July 11, 2023 by 6 p.m.</p> <p>Password protected scan copy of the Bid Documents will be sent to:</p> <p>dheeraj.kumar@ilfsindia.com (by 3 p.m)</p> <p>AND</p> <p>Passwod of the scan copy of the Bid Documents will be sent to:</p> <p>manish.agarwal@ilfsindia.com (by 3.30 p.m.)</p> <p>AND</p> <p>Hard Copy of the Bids in the sealed envelope along with the Cost of Tender & Bid Security will submitted at Noida Toll Bridge Company Ltd., Admin Building, Ground Floor, Toll Plaza, DND Flyway, Noida, India by 3.30 p.m.</p>
6.	Bid opening	<p>Technical Bid (Both Electronic & Hard Copy) on July 13,2023</p> <p>Financial Bid (Both Electronic & Hard Copy) on July 14,2023</p>
7.	Validity of Bid	3 (three) months from the last date of submission

Noida Toll Bridge Co. Ltd.
Corporate Off: Toll Plaza, DND Flyway, Noida-201301
CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

8.	Place for issue of tender documents, pre-bid meeting, and tender submission	Noida Toll Bridge Company Ltd., Admin Building, Ground Floor, Toll Plaza, DND Flyway, Noida, India
9.	Authorized person for issue of RFP, amendments, extensions, queries and replies, receiving of tender documents and securities etc.	Ashok Kumar Kalia- Head Infra Dhirender Kumar Singh – Head Maintenance And Traffic & Security

Other Terms & conditions of Bid

Bidders should read these conditions and the complete bid document for Technical part and financial part carefully and comply strictly while submitting their bids.

1. The Bid Security and Bid Fee shall only be accepted through Electronic mode of payment like RTGS/NEFT/Inter Bank Transfer. The details of unit bank account for payment of Bid Security & Bid Fee through Electronic mode of payment are as under :
 - a) Beneficiary Name : Noida Toll Bridge Company Limited
 - b) Account No. : 1942201075223
 - c) Beneficiary Bank : Canara Bank
 - d) Beneficiary Branch : PCB, Delhi
 - e) Branch IFSC Code : CNRB0001942
2. Bidder should specifically mention UTR No. (Unit Transaction Reference) in his bid.
3. The time period for completion of the work is 2 months. Employer reserves the right to reduce the scope of work and the period of Contract by giving 30 days prior notice without any compensation or loss of profit etc. and the contractor shall not be eligible to submit any claim for early termination of the contract.
4. Director/Manager, NTBCL reserves right to cancel the Bid without assigning any reason to the Bidder or anyone else.
5. Conditional Bid and casual letters sent by the contractors about the bid will not be accepted.
6. Any representation on the procedure of bidding after opening of bidders shall be ignored. Such parties may be debarred from bidding in future for a period of 1 year.
7. Bidders are requested to read the instructions in the Bid Document and visit the site before submitting the Tender/Bid.
8. Director/Manager (NTBCL) reserves the right to finalize the bid in a fair and transparent manner in the best interest of the Company and such decision shall be final and binding on the bidders.
9. Director/Manager (NTBCL) reserves the right to accept any bid not necessarily the lowest bid and reject any or all bid/ bids without assigning any reason thereof.

10. The bidder shall not assign or sublet his bid or any part thereof to any other agency without prior written approval of Director/Manager or authorized representative of NTBCL.
11. The bidder who is registered under the GST & having valid GST No., shall only be eligible to submit the bids. The GST number should be indicated and a copy attached with the bid submission.
12. The bidder shall indicate Permanent Account Number issued by the Income Tax Authority. The successful bidder has to submit KYC in the prescribed format appended herewith and shall submit required KYC documents before signing of the contract agreement.
13. The Bill of Quantities (BOQ) are annexed at Section-4.2. The bidder has to quote the item wise rates and total amount in Financial Proposal of the bidding for this work.
14. **All the enclosed documents, Performa's, annexures, appendices, certificates etc. should be signed by the bidder & must be submitted.**
15. **Release of Bid security:**
 - (i) Bid security of the bidder except L1 & L2 shall be released immediately upon receipt of request by the bidder in original or through Email.
 - (ii) Bid security of the L2 bidder shall be released after execution of contract agreement by the L1 bidder or 30 days of issuance of Letter of Acceptance (LOA) to L1 bidder or bid validity period, whichever is earlier.

Bid security of the L1 bidder shall be released after submission of Performance Security and execution of contract agreement by the L1 bidder. The bid security of L1 bidder available in cash may be adjusted against performance security on request of L1 bidder.

16. **Forfeiture of Bid Security:** The Bid Security will be forfeited in the following cases:
 - (i) When bidder withdraws or modifies the offer after opening of technical bid of tender.
 - (ii) When tenderer does not submit the undertaking with respect to Clause 2.1 of ITB within the specified time.
17. Successful bidder will have to execute the contract agreement on requisite non-judicial stamp papers as per norms.
18. **Performance security:**
 - (i) The successful bidder shall submit performance security amounting to 5% of total cost of work as per work order in the form of DD/FDR/TDR issued from a Nationalized/Scheduled bank within 7 days of issuance of Letter of Acceptance (LOA). If, performance security is not submitted within the prescribed time then penalty of Rs. 1,000 per day shall be levied on the successful bidder up to 30 days (penalty period) beyond specified time of 7 days. If the performance security is not submitted within 60 days beyond specified time, Director/Manager, NTBCL reserves the right to accept the performance security in case of further delay with penalty of Rs 2,000 per day beyond 30 days thereafter.

Noida Toll Bridge Co. Ltd.
Corporate Off: Toll Plaza, DND Flyway, Noida-201301
CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

The performance security may also be accepted through Electronic mode of payment like RTGS/NEFT/Inter Bank Transfer in the name of NTBCL.

- (ii) The bid security deposited at the time of bid in the form of RTGS/NEFT/IMPS will be adjusted towards performance security amount on written request of successful bidder.
 - (iii) No Interest will be paid by NTBCL on the Bid Security or Performance security or Security Deposit.
 - (iv) The performance security shall be released after 6 months satisfactory completion of work. If, the bidder fails to deposit the required performance security or to execute the agreement within the specified period such a failure will be treated as a breach of the terms and conditions of the bid and will result in forfeiture of the Bid Security. The successful bidder shall pay the expenses of completing and stamp duty on the agreement. The forfeiture of the Bid Security or failure to execute the agreement and to submit performance security within the specified period shall also result in cancellation of LOA. Such bidders may be debarred from bidding in NTBCL for 1 year.
19. Retention Money @ 5% of work amount shall be deducted from each running bill on prorate basis, which shall be released after successful completion of defect liability/guarantee period of 3 years.
20. The bidders are advised to visit the Road site before quoting their rates for the work and fully satisfy themselves regarding the Condition of Site, availability of material, labour, distance to quarries and availability of Water, Electricity and other resources required for the execution of work. No additional payment shall be paid to the contractor beyond work order rates. Any claim beyond accepted approved rates shall not be permissible.
21. Bids shall be valid for a period of 120 days from the date of opening of technical bid.
22. In the event of disagreement between NTBCL and the approved Contractor the matter will be referred to the Director/Manager-NTBCL whose decision shall be final.
23. In case of any discrepancy whatsoever, the decision of the Director/Manager, NTBCL shall be final. All the matters/disputes shall be resolved through conciliation. In case the issue is not resolved then arbitration shall be the next step. The contractor shall not file any case in any court before the final arbitration award/conciliation order is passed.
24. Any grievance related to bid may be resolved as per procedure adopted in Annexure-4. All legal proceedings, if any, arising out of this bid shall have to be filed within the specified timelines in courts with jurisdiction in Delhi only, in case the matter is not resolved by procedure mentioned at Annexure-4.
25. All taxes including GST are inclusive in the rates.
26. Project Manager will be administrator of this contract agreement. Work shall be executed under the supervision of NTBCL representatives/Supervision Consultant and payment shall be released based on the certification by the Project Manager/Engineer.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

27. Director/Manager, NTBCL is empowered to approve all the time extensions, variations in the contract, waiving off penalty and approval of change of scope as per site requirement on the merits of the case. They are also empowered /authorized to award the work on any other stretch also in NTBCL on the same terms & conditions to any Agency.
28. DND Flyway is a private road.works are to be executed strictly as per CPWD/MORTH specifications. The inspection by Project Engineer will be done regularly and necessary compliances are to be done by the contractor.
29. Contractors debarred or black listed by any department/central/state government. are not eligible to bid.

Authorized Signatory
NTBCL, Noida

CERTIFICATE

I/We have carefully read, understood and accepted all the above terms & conditions. No additional conditions will be imposed by us. No conditions of the bid have been altered/changed.

Date:

Signature of the Bidder (S)
along with the stamp of the firm/company.
Also address of the Local office with phone/Fax numbers

2. ABOUT THE COMPANY

- 2.1. Noida Toll Bridge Company Limited (NTBCL) is a public limited company incorporated and domiciled in India with its registered office at Toll Plaza, Mayur Vihar Link Road, New Delhi- 110091. The Infrastructure Leasing and Financial Services (IL&FS) group is the promoter of NTBCL.
- 2.2. NTBCL owns and operates the Delhi Noida Toll Bridge, Mayur Vihar Link Road, approach roads and other related facilities (“hereinafter referred to as the “DND Flyway”) under the “Build-Own-Operate-Transfer” (BOOT) concession granted by NOIDA vide agreement dated December 30, 1998 (“Concession Agreement”).
- 2.3. On a Public Interest Litigation filed in 2012 (challenging the validity of the Concession Agreement and seeking the Concession Agreement to be quashed), the Hon’ble High Court of Allahabad has vide its judgement dated October 26, 2016, directed the Company to stop collecting the user fee, holding the two specific provisions relating to levy and collection of fees to be inoperative, but refused to quash the Concession Agreement. Consequently, the Company has filed a Special Leave Petition (SLP) before the Hon’ble Supreme Court of India, which is pending final disposal.
- 2.4. The Company has also initiated arbitration proceedings against NOIDA seeking various reliefs pursuant to breach of the terms of the Concession Agreement by NOIDA. The proceedings are currently stayed by the Hon’ble Supreme Court awaiting disposal of the petition filed by NOIDA against the said proceedings.
- 2.5. Government takeover of the IL&FS Group and effect on affairs of NTBCL:
 - a) The Union of India on October 1, 2018 filed a petition with the National Company Law Tribunal (“NCLT”) seeking an order under section 242(2) and section 246 read with section 339 of the Companies Act, 2013 on the basis of the interim reports of the Registrar of Companies. The said petition was approved and all the board of directors of IL&FS have been replaced with nominees appointed by Government of India.
 - b) The National Company Law Appellate Tribunal (“NCLAT”) vide its Order dated October 15, 2018 gave a moratorium to IL&FS and its group entities including NTBCL which inter-alia stated that no creditors can proceed against it except under article 226 of the Constitution.
 - c) Based on the NCLAT Order dated February 4, 2019, IL&FS Limited has segregated the group entities into green/amber/red Category. The Company has been classified as 'red' category entity (i.e. an entity which cannot meet its payment obligations even towards its senior secured financial creditors). NTBCL, at present, is permitted to make only those payments necessary to maintain and preserve the going concern status. Accordingly, NTBCL has not been servicing the debt obligations since October 15, 2018.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

3. VOLUME-I

3.1 INSTRUCTIONS TO BIDDERS (ITB)

CONTENTS

	Page No		Page No		
A General		18	Deadline for Submission of Bid	21	
1	Scope of Works	12	19	Late Submission of Bids	22
2	Eligible Bidders	13	20	Modification and Withdrawal of Bids	22
3	Qualification of the Bidder	14	E Bid Opening and Evaluation		
4	One Bid per Bidder	16	21	Opening and Evaluation of Bids	23
5	Cost of Bidding	16	22	Process to be Confidential	24
6	Site Visit	16	23	Clarification of Bids	24
B Bid Document		24	Examination of Bids and Determination of Responsiveness	25	
7	Content of Bid Document	17	25	Correction of Errors	25
8	Clarification on Bid Document	17	26	Evaluation and Comparison of Bids	25
9	Amendment of Bid Document	17			
C Preparation of Bids			F Award of Contract		
10	Language of the Bid	18	27	Award Criteria	26
11	Documents to be submitted along with Bid	18	28	Employer's Right to Accept any Bid and to Reject any or all Bids	26
12	Bid Prices	19	29	Notification of Award and Signing of Agreement	26
13	Currencies of Bid and Payment	19	30	Performance Security	27
14	Bid Validity	19	31	Advance Payment	27
15	Bid Security	20	32	Corrupt or Fraudulent Practice	27
16	Alternative Proposals by Bidders	20		Annexure-1A	29
D Submission of Bid				Annexure-1B	30
17	Sealing & Marking of Bids	21			

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

A: GENERAL

1. Scope of Works

- 1.1 NTBCL (hereinafter be referred to as the “Employer”) proposes to execute **the Repair and Maintenance Works of Delhi Noida Direct Flyway during 2023-24.** hereinafter referred to as the “Works”.

The Work detailed herein is a item Rate Contract where the quantities of various items have been mentioned in BOQ (Section -4.2). The bidder has to quote item wise rates and the total amount of the BOQ.

The indicative scope of work to be carried out by the successful Bidder, inter alia, includes the following but is not limited to:

(a) The Works:

- (i) Bituminous Work using SDBC/BC Material manufactured with Bitumen of grade VG-30. In Bituminous Batch mix plant of 100-120TPH capacity and Sensor paver of 7 m width for excessive damaged/cracked carriageway.
- (ii) Repair of pot holes wherever necessary.
- (iii) Providing and laying Micro Surfacing course 6mm to 8mm thick as per MORTH specification, after correcting profile of damaged/Cracked carriageway.
- (iv) Milling of Bituminous pavement up to 50 mm using Milling Machine and disposal of surplus material with all lead and salvage value for extensive damaged /cracked carriageway.
- (v) Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor;
- (vi) Necessary display boards like mandatory, cautionary, regulatory and overhead provision has been taken in this work.
- (vii) Road Marking with Hot Applied Thermoplastic Compound with Reflectorizing Glass Beads on Bituminous Surface; and
- (viii) Provision of missing RCC pre cast slab and MS jail on road side ,SW drain chamber has been taken in this work. Construction. And repair of road side kerbs and protection boundary wall for toilet block(PC) has also been taken in this work.

The cost of maintenance of the road part which is subject matter of the contract, Barricading, traffic management, markings and signs, look-out persons, construction of temporary cross-drainage and road diversion works, and other similar works needed during implementation of Works are deemed to be included by the Bidder in the Bid Price, as incidental to work.

(b) Defect Liability Guarantee period

Subsequent to completion of the Works, Contractor shall be responsible for any defect arising in the executed work for a period of 36 Months from the Works Completion Date as specified in the Contract Data.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

The successful Bidder shall have full regard and be responsible for the safety of the Works/road users and all Project Site operations and for all methods of design for temporary structures, construction and maintenance of the Project Road and the Facility, irrespective of any approval or consent by the Employer and cost for the same is deemed to be included in the Bid Price, as incidental to work. The Agency will be legally liable for safety of road users in this stretch & will take all precautionary measures proactively.

The successful Bidder shall take full responsibility for operation and maintenance of the existing road and facilities thereto and for Traffic Management, in accordance with Clause–A2 of Supplementary Technical Specifications of Section 4.1 (Specifications) and IRC-SP-55, 2014 (guide lines for Traffic management in works zones) from the Start Date to the date of completion. The cost of maintenance of the road, Barricading, traffic management, markings and signs, look-out persons, construction of temporary cross-drainage and road diversion works, and other similar works needed during implementation of Works are deemed to be included by the Bidder in the Bid Price, as incidental to work.

- 1.2 The Employer is now inviting bids for **“Repair and Maintenance work of Delhi Noida Direct Flyway during 203-24.”** as defined in the Contract Data and referred to as “Works”.
- 1.3 The successful Bidder will be expected to complete the Works within the time period as specified in the Contract Data and thereafter responsible for curing the defects for a period of 36 months thereafter.

2. Eligible Bidders

2.1 Eligible Entities: Sole Proprietorship Firm, Partnership Firm, Public/Private Limited Company/ Limited Liability Partnership who have not been blacklisted by CPWD, Central/State Govt. departments, Ministry, autonomous body, PSUs as on bid submission date. Other Eligibility Criteria are as follows:

- In case, the Bidder has subsidiary/affiliate companies/firms whose experience/net-worth is claimed for meeting eligibility criteria by the bidder, then relevant documents shall be provided for showing ownership/control over such subsidiary/ affiliate companies/ firms. The decision of NTBCL on the entities whose turnover/net-worth can be aggregated for the purpose of meeting the qualification criteria shall be final and binding on all bidders
- Bidders should not have abandoned any of their contracts for, and should not be under a declaration of ineligibility or blacklisted for corrupt, fraudulent and coercive practices or works of poor quality / delayed implementation of any work by the Government of India (GoI), other State Governments and Union Territories, NTBCL and/or Statutory Authorities like National Highways Authority of India. He should not have been convicted of any criminal /anti national activities by the laws of India.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

2.2 Experience

The eligible bidder should have satisfactorily completed the works as mentioned below during the last seven years ending previous day of last date of submission of tender.

Three similar works each costing not less than of Rs. 196.00 Lacs.

OR

Two similar works each costing not less than of Rs. 246.00 Lacs.

OR

One similar works each costing not less than of Rs. 296.00 Lacs.

Similar work shall mean **“Micro Surfacing/ Strengthening and Bituminous carpeting work of urban road or a combination thereof”**.

Note:-

- (i) The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion of work to the last date of submission of bids.
- (ii) A certificate of work experience issued by an officer not below the rank of Executive Engineer or equivalent has to be uploaded in support of similar work experience.

2.3 Turnover

All the bidders who will produce the turnover certificates of the Auditor that they have Annual turnover in any one Financial Year during last 3 years (2020-2021, 2021-22, 2022-23) are eligible to bid.

Sr. No.	Item Description	Minimum Turnover (₹)
1.	Annual Turnover in any one year in last 3 financial years ₹ Crore	2.00 Cr.

This data should be supported by Auditor Certificate & Balance Sheet.

3. Qualification of the Bidder:

- 3.1 Bidders should submit, with their Bids, qualification information regarding the Road/Highway Works completed by them as defined in clause 2 of Section 3.1 ITB)
- 3.2 All Bidders shall also include the following information and documents with their Bids in the formats prescribed, wherever applicable, in this Bidding Document:
 - (a) the certificate that they have successfully completed the eligible criteria defined in clause 2 of Section 3.1 ITB.
 - (b) the certificate duly certified from a reputed chartered accountant firm along with the UDIN number that they have average turnover of estimated cost defined in clause 2.3 of section 3.1 ITB in any one of the Financial Year during last 3 years (2020-2021, 2021-22, 2022-23). The bid will be rejected, if the certificate does not have UDIN Number: Refer Form 2C of Section-3.2.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

- (c) written Power of Attorney authorizing the signatory of the Bid;
- (d) major items of construction equipment required to carry out the Contract {as per Clause 3.4 (a)};
- (e) names of persons with sufficient qualifications and experience for site management and construction work should be proposed for the Project {as per Clause 3.4 (b)};
- (f) an undertaking confirming the validity of above information;
- (g) an undertaking with respect to Clause 2.1 hereinabove that he has not been convicted in any criminal case;
- (h) information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, duration of dispute, cause of litigation, matter in dispute and other relevant details; the Bidders shall also submit the information regarding debarring / expelling of Bidder or abandonment of work by Bidder (as per S. Nos. 1.5 of Form 2A of Section 3.2);

3.3 Joint Venture (JV) is allowed.

3.4 Each Bidder shall demonstrate:

- (a) Availability of key construction equipment as minimum required is indicated in the Schedule at Annexure–1A. It is entirely the responsibility of the Contractor to deploy the required owned / leased sufficient Plant and Equipment to ensure satisfactory compliance with his obligations under the Contract, during the execution of the Works and also for Maintenance Works at the Site.
All Equipment provided by the Contractor at the site of Works shall be of the quality and capacity as approved by the Engineer and shall be deemed to be exclusively intended for the execution of the Works, and all these shall be operated, used and maintained in a manner acceptable to the Engineer.
- (b) Availability of key personnel as stated at Annexure–1B. However, it is entirely the responsibility of the Contractor to deploy sufficient key personnel at his head office and at the site, to ensure satisfactory compliance with his obligations under the Contract.
- (c) Through an Undertaking (Form 2E of Section-3.2) that the bidder will be able to invest a minimum cash upto 25% of contract value of work, during implementation of work.

3.5 Even though the Bidders meet the criteria set out above, they are subject to be declared non-responsive if they have:

- (a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- (b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- (c) have been debarred/black listed by any Statutory Agency/Authority during the intervening period between qualification and award of Works; and/or
- (d) participated in bidding for any work and has quoted unreasonably high/low bid prices and could not furnish rational justification to the Employer.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

4. One Bid per Bidder

4.1 Each Bidder shall submit only one Bid.

5. Cost of Bidding

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

6. Site visit

6.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works. The costs of visiting the site shall be at the Bidder's own expense and no claim shall be entertained in this regard. Any information about the site can be obtained from Head Road Infra ITMSL Toll Plaza DND Flyway Noida.

B : BID DOCUMENT

7. Content of Bid Document

- 7.1 The set of Bid Document consist of documents listed in the Table below and amendment/addenda issued in accordance with Clause 9.

Invitation for Bid	
Section 3.1	Instructions to Bidders
Section 3.2	Qualification Information and Other Forms
Section 3.3	Conditions of Contract Part-I : General Conditions of Contract Part-II : Special Conditions of Contract
Section 3.4	Contract Data
Section 3.5	Specifications Part – I : General Technical Specifications Part – II : Supplementary Technical Specifications
Section 4.1	Securities and Other Forms
Section 4.2	Bill of Quantities (BOQ)

- 7.2 The Bid Document can be downloaded from the Employer's web site www.ntbcl.com . Documents to be furnished by the Bidder should be in the formats prescribed in the Bid Document and addendum issued pursuant to Clause 9 of section 3.1.

8. Clarification on Bid Document

- 8.1 A Bidder requiring any clarification of the Bid Document may request the Employer as per clause 1.6 of Section -1.NIT

The Employer will respond to request for clarification as per clause 1.6 of Section -1.NIT.

- 8.2 Any modification of the Bid Document listed in Clause 7.1 which may become necessary as a result of the clarification given to Bidders shall be made known by the Employer exclusively through the issue of an Addendum pursuant to Clause 9.

9. Amendment of Bid Document

- 9.1 Before the deadline for submission of bids, the Employer may modify the Bid Document by issuing addenda on www.ntbcl.com

- 9.2 Any addendum if issued by the Authorized Representative shall be part of the Bid Document. All such addenda shall become an integral part of the Bidding Document and it shall be incorporated in Bid prices and duly signed, stamped and submitted along with the Bid documents on. Bid shall be deemed to be incomplete if the addendum (addenda) is (are) not enclosed duly signed by the Bidder along with the Bid documents.

C: PREPARATION OF BIDS

10. Language of the Bid

10.1 All documents relating to the Bid shall be in the English language.

11. Documents to be submitted along with Bid

11.1 The Bidders should furnish the bid document duly signed by the authorized signatory. The certificate from a reputed Chartered Accountant firm along with UDIN number certifying the turnover of the Bidder shall be provided by the Bidder.

11.2 The Bidder shall attach copies of the certified/audited annual balance sheet / financial statement for financial year on the basis of which it is meeting eligibility criteria. The financial statement shall reflect the financial condition of the Bidder, which should be duly audited/ certified by Chartered Accountant. Following documents should be furnished along with the BID:

- Copy of PAN Card and GST Registration Certificate of the firm.
- Power of attorney favouring authorized representative/ signatory
- In case of a company, copy of the certification of incorporation and certificate of commencement of business (if applicable)
- Affidavit from the Bidder that the Bidder is not involved in any litigation with the NTBCL.
- An undertaking shall be produced that No dispute is pending between any Authority/NHAI/ Government (state/union)/Govt. undertaking and the eligible Bidder. In case, there is any pending dispute with these departments, details of the same shall be provided.
- Transaction Receipt of BID security.
- Transaction Receipt of and cost of bid document

11.3 The Bidder shall submit the Bid which shall comprise scanned copies of following documents by the stipulated date and time:

Cover-1

Envelope/Folder 'A' – 'Technical Proposal' shall contain:

- a) Bidder information along with required supporting documents;
- b) Receipt of transaction details of Bid Security;
- c) Irrevocable Power of Attorney for signing the Bid;
- d) Copies of Bidder's duly audited/ certified balance sheet/ financial statements for the year for which it is seeking eligibility;
- e) The Bidder shall deposit a Bid Security through RTGS/DD in the designated account of NTBCL in accordance with the provisions of this Bid Document.
- f) Compliances as per Annexures 2, 3 & 4 of Section-3.2

Bid document along with related documents can be downloaded from the website www.ntbcl.com.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

Cover-2

Envelope/Folder 'B' – 'Financial Proposal'

The bidder shall quote its financial proposal in Cover-2 (Envelope-B).

12. Bid Prices

- 12.1 The Contract shall be for the Works as described in Contract Data, based on the quote submitted by the Bidder in Financial Proposal.
- 12.2 The Bidder shall quote item wise rate and total amount of the Works described in the Bill of Quantities at Section 4.2. Any incidental item shall be deemed to be covered by the other rates and prices in the Bill of Quantities.
- 12.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 12.4 The Contract Price shall not be subject to any adjustment in price in respect of rise or fall in the cost of labour, materials or any other matters affecting the cost of execution of the Contract,.

13. Currencies of Bid and Payment

- 13.1 The unit rates and the prices of the BOQ are entirely in Indian Rupees, and payment shall be made in Indian Rupees.

14. Bid Validity

- 14.1 Bids shall remain valid for a period not less than one hundred and twenty (120) days after the deadline date for Bid submission. **A bid valid for a shorter period shall be rejected by the Employer as non-responsive.**
- 14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Bidders to extend the period of validity of their bid for a specified additional period. The request and the Bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his Bid security. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid security also for a period of the extension, and in compliance with Clause 15 in all respects.

15. Bid Security

- 15.1 The Bidder shall furnish, as part of his Bid, a Bid Security for an amount of Rs.10 Lakh through RTGS/DD only as per clause 1.5 of Section 1- NIT.
- 15.2 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.
- 15.3 Bid security of the bidders except L1 & L2 shall be released immediately upon receipt of request by the bidder in original or through Email. Bid security of the L2 bidder shall be released after execution of contract agreement by the L1 bidder or 30 days of issuance of Letter of Acceptance (LOA) to L1 bidder or bid validity period whichever is earlier.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

Bid security of the L1 bidder shall be released after submission of Performance Security and execution of contract agreement by the L1 bidder. The bid security of L1 bidder available in cash may be adjusted against performance security on request of L1 bidder.

- 15.4 The Bid Security of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed the Agreement.
- 15.5 The Bid Security may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) if the Bidder does not accept the correction of the Bid Price
 - (c) in case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) furnish the required Performance Security, and/or
 - (ii) sign the Contract Agreement.
- 15.6 The bidders, who have submitted bid security for this work in earlier bids (which has been rejected by the Employer) and is available with the Employer with reasonable validity as per Clause 15.2 of ITB, are required to submit only balance amount of bid security in the form as stated in sub para 15.1 above.

16. Alternative Proposals by Bidders

- 16.1 Bidder may come with an alternative proposal in addition to the proposal as per bid document. However, the alternative proposal will be more for information purpose and company reserved its right to accept or reject such bid.

D: SUBMISSION OF BIDS

17. Sealing and Marking of Bids

17.1 The Bidder shall seal the original and copy of the Bid duly filled in separate envelopes as described in Sub Clause 17.2, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside **one outer envelope**

In addition to that soft copy of above bid also to be sent as per clause 1.6 of section 1- NIT.

17.2 The **outer** and two **inner** (marked (I) and (II)) envelopes shall be

- a) Addressed to the Employer at the following address:

Noida Toll Bridge Company Limited
Toll Plaza, DND Flyway, opposite sector-15A, Noida
Gautam Budh Nagar UP

and

- b) bear the following identification on **Outer Single Envelope: Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24.**

17.1 In addition to the identification required in Sub Clause 17.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Sub Clause 18.

17.2 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

18. Deadline for Submission of the Bids

18.1 **Completed Bids in Hard Copy** must be received by the Employer at the address specified above & as per clause 1.6 of Section 1- NIT. Soft copy of bids must be received by the employer as per clause 1.6 of Section 1- NIT

In the event of the specified date for the submission of hard copy of Bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

18.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9, 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.

19. Late Submission of Bids

Any Bid received by the Employer after the deadline prescribed in Sub Clause 18 will be returned unopened to the Bidder.

20. Modification and Withdrawal of Bids

- 20.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 18.
- 20.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 16 and 17, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.
- 20.3 No Bid may be modified after the deadline for submission of Bids.
- 20.4 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 14.1 or as extended pursuant to Clause 14.2 may result in the forfeiture of the Bid security pursuant to Clause 15.
- 20.5 Bidders may offer discount or modify the prices of their Bids only by submitting Bid modifications in accordance with this clause or included in the original Bid submission.

E: BID OPENING AND EVALUATION

21. Opening and Evaluation of Bids:

21.1 Tender Opening

- Bids shall be opened by the tender opening committee on due date and time of tender opening. Responsiveness of Bids submitted by all the Bidders shall be first examined with respect to Bid application, earnest money and tender fee, immediately after opening of the Bids. Technical Bids of those Bidders who have not submitted Earnest Money Deposit and copy of the payment receipt for purchase of Bid documents shall not be opened. Tender which is accompanied by an unacceptable, inadequate or fraudulent Earnest Money Deposit shall be considered as non-compliant and shall be rejected.
- The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered. On opening of the Tender, it will be checked if they contain Pre-Qualification, Technical & Financial Bids. Pre-Qualification & Technical Bids of the Bidders not containing financial Bids shall not be opened.
- To facilitate evaluation of Bids, the Employer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Tender committee may ask for the pending documents for technical qualification in order to have more competitive bids in a prescribed time frame and such documents have to be submitted by the bidder
- Correction of Errors; Bids determined to be substantially responsive will be checked and considered by the Employer for any discrepancy as follows:
“Where there is any discrepancy between the amounts in figures and in words, the amount in figures entered in the BOQ shall prevail.”

21.2 Technical Bid Evaluation

The Technical Bids of all the Bidders shall be opened on the nominated date. Technical Bids of all the responsive Bids shall be evaluated as per criteria given in clause 2 of Section 3.1 - ITB. The financial Bids will be opened on a subsequent date after evaluation of technical Bids. Financial Bids of only those Bidders, whose submissions are found substantially responsive and technically compliant, will be opened. The time of opening of financial Bids shall be informed separately to only those bidders who have qualified during Pre-Qualification and technical evaluation.

21.3 Financial Bid Opening/Evaluation:

- i. Financial Bids of only the technically qualified bidders shall be opened.
- ii. Quality and Cost based selection (QCBS) system will be followed as under;

S.NO.	Conditions	Max
A.	Technical Score	
a)	Average Annual turnover from Repair & Maintenance of Road during the last 3 Financial Year , i.e. FY 21, FY 22, FY 23 Minimum 2 Cr. = 35 marks + 5 marks for every 1 Cr in addition to 2 Cr. (Max marks = 45)	45
b)	Experience on three similar work(s) i.e. Micro Surfacing/ Strengthening and Bituminous carpeting work of urban	45

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

	road or a combination thereof” . during last 7 years with details including year wise monetary value, Clients, and proof of satisfactory completion of works. Minimum 196 Lac = 35 marks + 5 marks for every 50 Lakhs in addition to 196 Lac (Max marks = 45)	
c)	Experience in execution of similar works for CPWD/ NHAI/ NHIDCL / PWD/ Central/ State Govt. departments/ PSU/PPP/ State Highway in last 7 years	10
	Maximum Technical Marks	100
B.	Financial Score	
	The lowest bidder shall be assigned a financial score of 100 points and the other bidders shall be assigned financial score in proportion to the Lowest bidder.	
	Weight	
	Between Technical & Financial would be 30:70	

- iii. Bidders shall be ranked L-1, L-2, L-3 etc. in increasing order of their technical & financial Score. The ranking criteria will be that the bidder quoting lowest cost for repair & maintenance work of Delhi Noida Direct Flyway will be designated as L-1, and the Bidder quoting second lowest cost for repair & maintenance work of Delhi Noida Direct Flyway will be designated as L-2, and so on. However in the event that two or more Bidders quoting exactly the same Bid amount (“Tie-Bidders”), then NTBCL may identify the selected bidder (L-1) by obtaining spontaneous Bids in sealed cover from all the Tie-Bidders, which must be lower than their original quoted Cost in the presence of representative of Tie- Bidders, and decision of NTBCL in this regard shall be binding on all the Parties /Bidders.

22. Process to be Confidential

- 22.1 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 persons not officially concerned with such process until the award to the successful Bidder has been announced.

23. Clarification of Bids

- 23.1 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 all the bid rates. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 28. In case any Bidder refuses to furnish any clarification sought by the Employer, which may affect his Bid Price, then his bid shall be liable to be treated as non-responsive.
- 23.2 Subject to Sub Clause 23.1, no Bidder shall contact the Employer/its representatives on any matter relating to the Bid from the time of the bid opening to the time the contract is awarded.
- 23.3 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 Bidder's Bid.

24. Examination of Bids and Determination of Responsiveness

- 24.1 During the detailed evaluation of Bids, the Employer will determine whether each Bid
- (a) meets the eligibility criteria defined in Clauses 2 and 3 of Section 3.1 -ITB;
 - (b) has been properly signed;
 - (c) is accompanied by the required securities; and
 - (d) is substantially responsive to the requirements of the Bid Document.
- 24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bid Document, without material deviation or reservation. A material deviation or reservation is one
- (a) which affects in any substantial way the scope, quality, or performance of the Works;
 - (b) which limits in any substantial way, inconsistent with the Bid Document, the Employer's rights or the Bidder's obligations under the Contract; or
 - (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 24.3 If a Bid is not substantially responsive, it will be rejected by the Employer and shall not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 24.4 The financial proposal of only those bidders will be opened by the Employer whose technical proposal have been determine substantially responsive under clause 21 as stated here in above.

25. Correction of Errors

- 25.1 Bids determined to be substantially responsive will be checked by the Employer/Authorized Representative for any arithmetic errors. Errors will be corrected by the Employer/Authorized Representative as follows:
- (a) where there is a discrepancy between the rates in figures and in words, the rate in figures will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
 - (c) in case different rates are furnished in different sections of the Bill of Quantities for the same item, then the lowest rate for the item shall prevail for all the places where the item is appearing.
- 25.2 The amount stated in the Bid will be corrected by the Employer/Authorized Representative in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Bidder. Such adjusted Bid Price 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 may be forfeited in accordance with Sub Clause 15.6 (b) of ITB.

26. Evaluation and Comparison of Bids

- 26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 21.

- 26.2 In evaluating the Bids, the Employer/Authorized Representative will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 28 of ITB; or
 - (b) making an appropriate adjustment for any other acceptable variations, deviations; and
 - (c) making appropriate adjustments to reflect discounts or other price modifications offered by the Bidder.
- 26.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bid Document or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

F : AWARD OF CONTRACT

27. Award Criteria

- 27.1 Subject to Clause 28 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bid Document and who has got highest Final Score in accordance with clause 21.
- 27.2 NTBCL has invited bids for **Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24**

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

- 28.1 Notwithstanding Clause 21, 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.

29. Notification of Award and Signing of Agreement

- 29.1 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 email or facsimile or confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") (Form 6B of Section 4.1) will state the contract amount that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 29.2 The notification of award through the Letter of Acceptance will signify the intention of the Employer to enter into a contract, subject to the furnishing of a Performance Security by the Bidder in accordance with the provisions of Clause 33.
- 29.3 The Agreement (Form 6E of Section 4.1) will incorporate all clarifications sought and submitted, and all agreements between the Employer and the successful Bidder. It will be signed by the Employer and kept ready in his office for signatures of the successful Bidder within 28 days following the issue of the Letter of Acceptance.

- 29.4 Upon furnishing of the Performance Security by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and refund their bid security.

30. Performance Security

- 30.1 Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form of DD/FDR/TDR issued from a Nationalized/Scheduled bank for an amount equivalent to 5% of the Contract Price for the Works, in accordance with clause 18 of section 1-NIT.

If, performance security is not submitted within the prescribed time then penalty of Rs. 1,000 per day shall be levied on the successful tenderer upto 30 days (penalty period) beyond specified time of 7 days. If the performance security is not submitted within 60 days beyond specified time, Director/Manager, NTBCL reserves the right to accept the performance security in case of further delay with penalty of Rs 2,000 per day beyond 30 days thereafter.

The performance security may also be accepted through Electronic mode of payment like RTGS/NEFT/Inter Bank Transfer in the name of NTBCL.

- 30.2 Failure of the successful Bidder to comply with the requirements of Sub Clause 30.1 shall constitute sufficient grounds for cancellation, cause for annulment of the award, forfeiture of the Bid Security and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to any other evaluated Bidder.

31. Advance Payment

- 31.1 The Employer will provide an interest free mobilization Advance Payment on the Contract Price to the Contractor, as per Clause 44 of GCC (Section 3.3) subject to a maximum amount as stated in Contract Data.

32. Corrupt or Fraudulent Practices

- 32.1 The Employer requires that the Bidders/Contractors, observe the highest standard of ethics during the procurement and execution of the Contracts. In pursuance of this policy, the Employer:

- (a) defines, for the purposes of this provision, the terms set forth below:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of Employer/its representatives in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid Prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
 - (iii) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of the Contract.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

- (b) will reject a proposal for award if the Employer determines that the Bidder recommended for award has engaged in corrupt, fraudulent or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, if the Employer at any time determines that the firm has engaged in corrupt, fraudulent or coercive practices in competing for, or in executing, contracts.

Annexure – 1A
(Please refer Sub Clause 3.4 (a) of ITB)

**Schedule of Minimum Key Construction Plant and Equipment required
to be mobilized by Contractor**

S. No.	Type of Equipment	Plant & Equipment Nos.
1	Batch Type Hot Mix plant (100-120 ton per Hr) with all electronic controls	1
2	Sensor Paver finisher (7Mtr Width) (not older than year 2018)	1
3	Micro Surfacing machine with hydraulic power not older than 3 years.	1

Note: The bidder must produce the documentary evidence in support of his owning/hiring of the above equipment's.

Annexure –1B
(Please refer Sub Clause 3.4 (b) of ITB)

**Details of Minimum Key Personnel required to be mobilized by
Contractor**

S No	Position	Minimum Qualification & Experience	Nos.
1	Project Manager/Highway Engineer	B.E. (Civil) with 5 years or Diploma civil with 7 years' experience	1
2	Quality Control Engineer	B.E. (Civil) with 5 years or Diploma civil with 7 years' experience	1

Note: Minimum One engineers must be present at time of the execution of the work

QUALIFICATION INFORMATION AND OTHER FORMS

Table of Forms	Description	Page No
Form 2A	Qualification Information	32
Form 2B	Letter from bidder to bankers authorizing them to provide information to NTBCL Representatives	36
Form 2C	Annual Turnover of the Bidder	37
Form 2D	Bank Certificate- N.A	38
Form 2E	Undertaking	39
Form 2F	Statement of Legal Capacity	40
Form 2G	Format for Power of Attorney for signing of Bid	41
Form 2H	Format for Power of Attorney for Lead Member of Joint Venture	43
Form 2I	Format for Joint Bidding Agreement for Joint Venture	45
Form 2J	Format for Work Executed during last three years	48
Annexure-2	Compliance with the Code of Integrity and No Conflict of Interest	49
Annexure-3	Declaration by the Bidder regarding Qualifications	51
Annexure-4	Grievance Redressal during Procurement Process	52

Form 2A
(Please refer Section 3.1 of ITB)

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of the Qualification Information as mentioned in Section 3.1 of the Instructions to Bidders. (Separate pages with required details shall be attached)

1.1 Details of Bidder

- (i) (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
- (ii) Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
- (iii) Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
- (iv) Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
- (v) (Joint Venture.
(attached to the Application.
(a) The information above (I to IV) should be provided for all the members of the joint venture
(b) A copy of the joint binding agreement, as envisaged in clause 3.3 should be attached to the application.
(c) Information regarding the role of each Member should be provided as per table below:

Sl.	Name of Member	Role	Share of work in the Project

Noida Toll Bridge Co. Ltd.
Corporate Off: Toll Plaza, DND Flyway, Noida-201301
CIN: L45101DL1996PLC315772

--	--	--	--

(d) The following information shall also be provided with respect to clause 3.3 for each member of the Joint Venture:

Name of Applicant/ member of Joint Venture:

Sl. No.		Yes/No
1	Has the Bidder/ constituent of the Joint Venture been barred by the Ministry of Road Transport, NTBCL, PWD & State Government or its implementing agencies for the works of National Highways/State Highways, works, from participating in bidding.	
2	If the answer to 1 is yes, does the bar subsist as on BID due date.	

(vi) I/ We certify that in the last two years, we/ any of the JV partners have neither failed to perform for the works of NTBCL works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by ministry of road transport/PWD/NTBCL and Highway or its implementing agencies for breach on our part

I/ We certify that we/ any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at Clause 3.3 of Instructions to Bidders in the projects of National/State Highways works of Ministry of Road Transport, PWD & State Government or its implementing agencies and furnished the complete details.

(VII) I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

I/ We further certify that no investigation by any investigating agency in India or outside is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

1.2 Availability of Contractor's Equipment should be listed below for carrying out the Works. Contractor is to fill the following items regarding the availability of Equipment. The minimum requirement is available at Clause 3.4 (a) of ITB.

Item of equipment (not more than 3 years old)	Minimum Requirement		Availability proposals				Remarks / Make
	No	Capacity	Nos	Capacity	Condition	Owned/ Leased/Rented/ to be procured	

1.3 Qualifications and experience of key personnel proposed for management and execution of the work. Attach CV. Refer also to Sub Clauses 3.4 (b) of Instructions to Bidders and Sub Clause 9.1 of the General Conditions of Contract.

	Position	Name	Qualification		Years of experience
--	----------	------	---------------	--	---------------------

S No				Years of experience (general)	In similar capacity	In similar nature of works (Roads)

1.4 Deleted

1.5 Information regarding current litigation, debaring / expelling of bidder or abandonment of work by bidder in NTBCL; {(Refer ITB Clause 3.2 (i))}

1	(a)	Has the Bidder or its constituent partners, a history of litigation/arbitration	Yes/No
	(b)	If yes, give details	
2	(a)	Has the Bidder or any of its constituent partners been debarred/expelled by any Agency in India, during the last 5 years as on the date of application	Yes/No
	(b)	If yes, give details	
3	(a)	Has the Bidder or any of its constituent partners abandoned any contract work in India / Rajasthan during the last 5 years	Yes/No
	(b)	If yes, give details	
4	(a)	Has the Bidder or any of its constituent partners been declared bankrupt during the last 5 years	Yes/No
	(b)	If yes, give details, including present status	

Note: If any information in this schedule is found to be incorrect or concealed, at any time including after the award of works, the Bidder's bid will be treated as non-responsive, and rejected.

1.6 (A) Work performed as a prime contractor/sub-contractor, in the past 7 years as a nominated/approved sub-contractor wherein the value of completed work exceeds 100% of the estimated cost of subject work (Refer Qualification Criteria ITB clause 3.2 (a)) provided further that all other qualification criteria are satisfied (in the same name) of a similar nature during the last 3 years.

Project Name	Name of the Employer *	Description of work	Financial Year of Execution	Contract No.	Value of Contract (Rs. Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion *

1.6 (B) Current Commitments and Works in Progress

Sl No	Description of Work	Place & State	Name of the Employer	Contract No. and Date	Value of Contract (Rs Crores)@	Stipulated Period of Completion	Value of works completed (Rs Crores) @	Value of Works Remaining to be Completed (Rs Crores) @	Anticipated Completion Date	Role of Applicant * and Remarks

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

TOTAL									
-------	--	--	--	--	--	--	--	--	--

Note :

- @ : In case of currencies other than Indian Rupees, please indicate the value of works in the original currency as well as Indian Rupees on the date of submission of bid and also the exchange rate assumed.
- * : Specify whether works were executed as Main Contractor, EPC Contractor, and Sub-Contractor or as JV Partner, along with their share.

1.6.1. Suitable certification from Employers (not below the rank of Executive Engineer) to be necessarily attached as part of this Appendix.

I/ We certify that we/ any of the JV partners do not fall in any of the above categories of being a non-Performing entity.

(Signature, name and designation of the authorised signatory)
 For and on behalf of.....

Form 2B

**SAMPLE FORMAT FROM BIDDER TO BANKERS AUTHORISING THEM TO
PROVIDE INFORMATION TO NTBCL / ITS REPRESENTATIVES**

To
Name of Bank/Address/City

Dear Sirs :

We have recently submitted a Bid to NTBCL. for Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24. We hereby authorize you to provide all information/data readily about us and our credit status, as may be required by NTBCL and you need not seek any clearance/opinion from us for providing the information/data to NTBCL and/or its authorized representatives.

Sincerely,

Authorized Signatory

Form-2C

Annual Turnover of the Bidder

(to be certified by the Chartered Accountant with UDIN)

In Case of Single Entity Bidder:

Turnover in last 3 FYs	Year	Single Entity Bidder
	2020-21	
	2021-22	
	2022-23	

In Case of JV:

Turnover in last 3 FYs	Year	Lead Member	Other second JV Member	Other Third JV Member
	2020-21			
	2021-22			
	2022-23			

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

Form 2D – N.A

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF
CREDIT FACILITIES**

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract during the contract period.

Date:
Place:

(Signature)
Senior Bank Manager
Name of Bank
Address of the Bank

Form 2E
(Please refer Clauses 3.4 (c) of ITB)

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.

(Signature)
Authorized Officer of the Firm

Title of Officer

Name of the Firm

Date

Form-2F

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Joint Venture)

Ref.

Date:

To,

*****_

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Joint Venture.*

We have agreed that..... (insert individual's name) will act as our representative/ will act as the representative of the Joint Venture on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorised signatory)
For and on behalf of.....

**Please strike out whichever is not applicable.*

Form-2G
Format for Power of Attorney for signing of BID
(Refer Clause 3.3)

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project proposed or being developed by the NTBCL (the "Employer") including but not limited to signing and submission of all applications, BIDs and other documents and writings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the Contract with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF.....2023.

For

(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of
Witnesses: Partnership firm

- 1.
 - 2.
- Accepted

(Signature)

(Notarised)
(Name, Title and Address of the Attorney)
Person identified by me/ personally appeared before me/
Attested/ Authenticated* (*Notary to specify as applicable)
(Signature Name and Address of the Notary)
Seal of the Notary Registration No. of the Notary
Date:.....

Notes:

Noida Toll Bridge Co. Ltd.
Corporate Off: Toll Plaza, DND Flyway, Noida-201301
CIN: L45101DL1996PLC315772
Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Form-2H
Format for Power of Attorney for Lead Member of Joint Venture
(Refer Addendum-1 pertaining to Clause 3.3 of ITB)

Whereas the NTBCL ("the Employer") has invited BIDs for the***** Project (the "Project").
Whereas,,, and (Collectively the "Joint Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other BID documents including agreement in respect of the Project, and Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and Employer to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's BID for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s..... having our registered office at ... , M/s.
... having our registered office at, and having our registered office at,

(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at,

being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's BID for the in all respect Project and/ or upon award thereof till the Contract is entered into with the Employer & Compelled.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2022.

For
(Signature)

For
(Signature)

For
(Signature)

(Name & Title)

(Name & Title)

(Name & Title)

(Executants)
(To be executed by all the Members of the Joint Venture)

Witnesses:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable Jaw and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Form-21

Format for Joint Bidding Agreement for Joint Venture
(Refer Addendum-1 pertaining to Clause 3.3 of/TB)
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2022.

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at} and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at} (**hereinafter** referred to as the "**Third Part**" which expression shall, unless repugnant to the context' include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

- (A) [Noida Toll Bridge Company Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Toll Plaza, DND Flyway, Noida-201301] (hereinafter referred to as the "**Employer**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "**Bids**") by its Request for Proposal No. dated(the "**RFP**") for award of contract for rehabilitation and augmentation of***** Project (the "**Project**") through an Contract.
- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture (the "**Joint Venture**") for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an Contract with the Employer for performing all its obligations as the Contractor in terms of the Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Contractor in terms of.the Contract for the Project;
- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}
- (c) Party of the Third Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract, till such time as the completion of the Project is achieved under and in accordance with the Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

{Third Party: }

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Employer to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Employer to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

- (ii) violate any Applicable Law presently in effect and having applicability to it;
- (iii) violate the memorandum and articles of association, by laws or other applicable organisational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Employer to the Bidder, as the case may be.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of {India}.

9.1 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

LEAD MEMBER by:	SECOND PART	THIRD PART
(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)
(Designation)	(Designation)	(Designation)
(Address)	(Address)	(Address)

In the presence of:

- 1.
- 2.

Form-2J

work executed during last 3 years
(Refer to Clauses 2.1 (a) of the RFP)

In Case of Single Entity Bidder:

Sr. No.	Application Type	Financial Year	Unit	Microsurfacing (MS)	BC	Total Qty (MS+BC)
1	Single entity Bidder	FY 21-22 20-21	Cum			
2		FY 20-21 21-22	Cum			
3		FY 19-20 22-23	Cum			

In Case of JV:

Sr. No.	Application Type	Financial Year	Unit	Microsurfacing (MS)	BC	Total Qty (MS+BC)
1	Lead member	FY 21-22	Cum			
	Other second JV Member	FY 21-22	Cum			
	Other third JV Member	FY 21-22	Cum			
	Total		Cum			
2	Lead member	FY 20-21	Cum			
	Other second JV Member	FY 20-21	Cum			
	Other third JV Member	FY 20-21	Cum			
	Total		Cum			
3	Lead member	FY 19-20	Cum			
	Other second JV Member	FY 19-20	Cum			
	Other third JV Member	FY 19-20	Cum			
	Total		Cum			

Bidder has to provide details of work executed during last 3 years as per following table which shall be supported by requisite supporting documents i.e. Work Completion Certificate / Payment Received / Agreements/Work Order etc.

Date:

Place:

(Signature, name and designation of the Authorised signatory)
Name and seal of Bidder

(Signature, name and designation of the Authorised signatory)

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall:

- (a) not offer any bribe, reward of gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) not misrepresent or omit the misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and process of the procurement process.
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process.
- (e) not indulge in any coercion including impairing or harming or threatening to do the same , directly or indirectly, to any party or its property to influence the procurement process.
- (f) not obstruct any investigation or audit of a procurement process.
- (g) disclose conflict of interest, if any ; and
- (h) disclose any pervious transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited:

- have controlling partners/shareholders in common; or

- receive or have received any direct or indirect subsidy from any of them;
- have the same legal representative for purposes of the Bid; or
- have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
- the Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as Bidder, in more than one Bid; or
- the Bidder or any of its affiliates participated as consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Signature of Bidder

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to the Company for Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24.

in response to their Notice Inviting Bids No..... Dated I/we hereby declare, that:

1. I/we possess the necessary professional, technical, financial and managerial resource and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we/ have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we are not debarred from any department or any regulatory agency.
5. I/we do not have, and our Directors and Officers not have, been convicted of any criminal offence related to my/our professional conduct or the marking of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
6. I/we do not have a conflict to interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of Bidder
Name:
Designation: Address:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is ----- NTBCL.,

The designation and address of the Second Appellate Authority is, NTBCL.-----

Filing an appeal:

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (1) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- (2) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (3) **Appeal not to lie in certain cases**
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:
 - (a) Determination of need of procurement;
 - (b) Provisions limiting participation of Bidders in the Bid process;
 - (c) The decision of whether or not to enter into negotiations;
 - (d) Cancellation of a procurement process;
 - (e) Applicability of the provisions of confidentiality.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

(4) **Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or by authorized representative.

(5) **Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non- refundable.
- (b) The fee shall be paid in the form of Bank demand draft or Banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(6) **Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,- (i) hear all the parties to appeal present before him; and (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

Signature of Bidder

3.2 CONDITION OF THE CONTRACT

Part No	Description	Page no
Part I	General conditions of contract (GCC)	55
Part II	Special Conditions of Contract (SCC)	75

PART – I : GENERAL CONDITIONS OF CONTRACT (GCC)

Table of Contents

		Page No.			Page No.
A	General		C	Quality Control	
1	Definitions	57	30	Identifying Defects	66
2	Interpretation	58	31	Tests	66
3	Language and Law	59	32	Correction of Defects	66
4	Site Office for Engineer	59	33	Uncorrected Defects	66
5	Field Laboratory	59	D	Cost Control	
6	Communication	59	34	Bill of Quantities	67
7	Procurement of Bitumen	59	35	Changes in the Quantities	67
8	Other Contractors	59	36	Variations	67
9	Personnel	60	37	Payments for Variations	67
10	Employer's & Contractor's Risks	60	38	Cash Flow Forecasts	68
11	Employer's Risks	60	39	Payment Certificates	68
12	Contractor's Risks	60	40	Tax	69
13	Insurance	60	41	Currencies	69
14	Contractor to Construct the Works and Works to be Completed by Contract Completion Date	61	42	Change in Legislation	69
15	Safety, Security and Protection of the Environment	61	43	Liquidated Damages and Penalty	70
16	Working Drawings	61	44	Advance Payment	70
17	Approval by the Employer	62	45	Securities	70
18	Safety of Traffic	62	46	Cost of Maintenance	70
19	Discoveries	62	47	Security Deposit	70
20	Possession of the Site	62	E	Finishing the Contract	
21	Access to the Site	62	48	Completion	71

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

22	Instructions	63	49	Final Account	71
23	Disputes	63	50	Termination	71
24	Procedure for Disputes – Arbitration	63	51	Payment upon Termination	72
B	Time Control		52	Property	72
25	Program	64	53	Release from Performance	72
26	Extension of the Works Completion Date	64	54	Details to be Confidential	72
27	Delays Ordered by the Employer	64	55	Life-saving Appliances and First-aid Equipment	73
28	Management Meetings	64			
29	Early Warning	64			

PART – I
GENERAL CONDITIONS OF CONTRACT (GCC)
A : GENERAL

1. Definitions

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

Authorised representative is the person (or any other competent person appointed and notified to the Contractor to act in replacement of the Employer) who is responsible for supervising the execution of the Works and administering the Contract. Project Manager is the Authorized representative of the Employer for this contract.

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

Contract Completion Date is the date of completion of Contractor's obligations under this Contract for the Construction works as indicated in the Contract Data.

Contract is the contract signed between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Sub Clause 2.2.

Contract Data defines the documents and other information which comprise the Contract, as specified in Section 3.4 of the Document.

Contractor is a person or firm, whose Bid to carry out the Works has been accepted by the Employer.

Contractor's Bid is the completed Bidding document submitted by the Contractor to the Employer.

Contract Price is the price stated in Indian Rupees in the Letter of Acceptance for the Works.

Days are calendar days; **months** are calendar months.

Defect is any part of the Works not completed in accordance with the specifications and designs of the Contract.

Defects Liability/Guarantee Period is the period specified in the Contract Data and calculated from the actual Completion Date of Works. For this particular contract, Defects Liability Period is 3 years after the Works Completion Date.

Drawings include designs and calculations and other information provided.

Employer is the party who employs the Contractor to carry out the contracted Works or its authorized representative (Director/Manager/Project Manager/Authorized Representative, NTBCL)

Engineer is the person (or any other competent person appointed 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. Project Manager, NTBCL/Supervision Consultant will act as the Engineer, as notified by the Employer.

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

Intervention Standards is the level of the damage at which road assets need to be intervened and repaired.

Letter of Acceptance means the formal acceptance by the Employer or its authorized representative of the Bid.

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

Milestone is a specified date or duration by which specified works are to be completed.

Permanent Works means the permanent works to be executed in accordance with the Contract.

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

Rectification Standards is the period of time given to repair the damage to the road asset.

Service Quality specifies the condition of the road asset which gives a desirable level of service and comfort.

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

Specification means the latest CPWD/MORTH Specifications of the Works included in the Contract and any modification or addition made or approved by the Employer/Engineer, in writing.

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.

Subcontractor is a person or firm or corporate body who has a contract with the Contractor to carry out a part of the work in the awarded Contract.

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

Variation is an instruction given by the Employer in writing which varies the Works.

Works means the Major Maintenance or other Works as stated in the Contract Data.

Works Completion Date is the actual date of completion of the Major Maintenance Works as certified by the Employer in accordance with Clause 48.

Working Drawings means all Drawings, calculations, samples, patterns, models, maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Employer, for execution of the Works.

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 Employer will provide instructions clarifying queries about the Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance
- (3) Contractor's Bid
- (4) Contract Data
- (5) General and Special Conditions of Contract
- (6) Specifications
- (7) Priced Bill of Quantities; and
- (8) Any other document forming part of the Contract.

3. Language and Law

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

4. Site office for Engineer

4.1 The contractor shall arrange to provide, at his cost, a fully furnished site office, which includes providing furniture, uninterrupted electric supply, all electrical items like lights, fans, Air Conditioner and complete wiring, water supply etc. The contractor shall arrange to maintain the site office until the issue of completion certificate for the work.

5. Field Laboratory

5.1 The contractor shall arrange to provide at his cost a fully furnished and adequately equipped field laboratory constructed as per Clause 120 of MoRTH (Vth Revision). The field laboratory shall preferably be located adjacent to the site office of the Engineer and provided with amenities like testing equipment, testing personnel and consumables, water supply, electric supply etc.

6. Communication

6.1 Communication between parties of the Contract shall be effective only when it is in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act) physically or through electronic mail.

7. Procurement of Bitumen

7.1 Bitumen shall be procured in bulk by the successful bidder from the nearest refinery i.e. from IOCL, BPCL or HPCL or any other source as approved by NHAI/MoRTH/PWD/CPWD, GOI subject to fulfillment of quality parameters as per approval of the Engineer. Engineer's prior approval is mandatory if bitumen is procured from refineries other than IOCL/BPCL/HPCL.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities and the Employer and his representatives. The Contractor shall provide facilities and services for them related to the Work. The Employer may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification.

9. Personnel

- 9.1 The Contractor shall employ the key personnel for the Works, named in the Details of Key Personnel as referred to in the Contract Data to carry out the functions of the positions stated in Annexures–1B of the Instructions to Bidders, Section 3.11 or other personnel approved by the Employer. The Employer will approve any proposed replacement of key personnel only if their qualifications, abilities, and experience are relevant to the nature of duties and better than the person replaced.
- 9.2 If the Employer requires the Contractor to remove a undesirable person who is a member of the Contractor's staff or his 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 work 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 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), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

12. Contractor's Risks

- 12.1 All risks of loss of or damage to physical property and of personal injury and death to contractor's and Project Manager's staff, Engineer's staff, equipment, material and executed work which arise during and in consequence of the performance of the Contract other than the excepted risks as at Sub Clause 11.1 are the responsibility of the Contractor.

13. Insurance

- 13.1 The Contractor shall provide before commencement of the work, in the joint names of the Employer and the Contractor, "Contractor's All Risk" insurance cover valued at 1.15 times the value of the work order, from any of the acceptable Insurance Companies in India, valid from the Start Date to Completion Date of the Works, including extended period, in the amounts and deductibles stated in the Contract Data.
- 13.2 Policies and certificates for insurance, from the acceptable Insurance Companies in India, shall be delivered by the Contractor to the Employer for the Employer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees, along with the types and proportions required to compensate 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 a debt due and if warranted, recovered by invoking Performance Security, or other payments due to the contractor.

- 13.4 Alterations to the terms of insurance shall not be made without the prior approval of the Employer, in writing.
- 13.5 The parties shall ensure that insurance is as per the applicable laws, and comply with all conditions of the insurance policies.
- 13.6 It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance cover at all times during the period of validity of the Contract or the extended period, if any.

14. Contractor to Construct the Works and Works to be completed by Contract Completion Date

- 14.1 The Contractor shall undertake the Works in accordance with the Contract as per instructions of the Engineer.
- 14.2 The Contractor shall commence the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the consent of the Engineer, and complete them by the Contract Completion Date stated in the Contract Data.

15 Safety, Security and Protection of the Environment

- 15.1 The Contractor shall, throughout the execution and completion of the Works, the remedying of any defects therein and during Defect Liability period:
- (a) have full regard for the safety of all persons entitled to be upon the Site, the road user traffic, and keep the Site so far as the same is under his control and the Works so far as the same are not completed or occupied by the Engineer in an orderly state appropriate to the avoidance of danger to such persons;
 - (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer for the protection of the public or others; and
 - (c) take all reasonable steps to protect the environment, on and off the Site, and to avoid damage or nuisance to persons, road user or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

The Contractor and his Subcontractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local Employer. Some of the major laws that are applicable are given below:

- The Water (Prevention and Control of Pollution) Act, 1974.
- The Air (Prevention and Control of Pollution) Act, 1981.
- The Environment (Protection) Act, 1986.
- The Public Liability Insurance Act, 1991.

16. Working Drawings

- 16.1 The Contractor shall submit Designs, Specifications and Drawings to the Engineer who will approve these, if they complied with the specifications & Drawings.

Noida Toll Bridge Co. Ltd.
Corporate Off: Toll Plaza, DND Flyway, Noida-201301
CIN: L45101DL1996PLC315772

17. Approval by the Engineer

- 17.1 The Engineer shall approve the Designs, Specifications and Drawings submitted by the Contractor
- 17.2 The Contractor shall obtain approval of other relevant authorities/agencies (if any .) for carrying out Works, where ever required. NTBCL shall initiate applications to these authorities
- 17.3 The Engineer's approval shall not relieve the Contractor of his obligations.

18. Safety of Traffic

- 18.1 The Contractor shall be responsible for the safety of all traffic related activities on the Site (IRC-SP-55, 2014)

19. Discoveries

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

20. Possession of the Site

- 20.1 The Employer/Engineer shall give possession of the Site to the Contractor in accordance with the Contract Data. If possession of minimum 75% of the site is not given by the agreed date stated in the Contract Data, then the Works Completion Date shall be extended by the Employer/Engineer as may be required for that particular part/stretch. However, this will not be applicable if sufficient work site is made available to the Contractor as and when required, for him to proceed ahead with progress of work and if available work fronts remain unattended/unutilized. In the case of major maintenance work, the existing road is always available for work, hence it will be considered that possession of the site is given on the start date of work.

21. Access to the Site

- 21.1 The Contractor shall allow the Employer/Engineer or its any authorized person or Independent Engineer to access to the Site, 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 materials or plant are being manufactured / fabricated / assembled /stored for the Works.

21.2 Commencement of the Project

The Contractor shall commence the Works on Site within the period stated in the Contract Data after signing of the Agreement. Thereafter, the Contractor shall proceed with the Works with due diligence, expedition and without delay.

The requirement to commence the Works at Site shall be fulfilled if:

- (a) A programme has been submitted in accordance with Clause 25 of Conditions of Contract;
- (b) The Contractor's authorized representative, vide Clause 9, with full supporting staff are in position at the Site;
- (c) Equipment, Plant, materials and labour mobilised for the work programmed for execution in the first two months have been mobilized at the Site;

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

- (d) Submission of insurance policies in accordance with Clause 13 & S. No. 9 of Contract Data; and
- (e) Submission of statutory clearances as per Clause 2 of SCC.

22. Instructions

- 22.1 The Contractor shall carry out all instructions of the Employer/Engineer pertaining to the Works, which comply with the applicable laws where the Site is located. He shall also comply to the legal and statutory requirements about the execution of works.

23. Disputes

- 23.1 If either party believes that a decision taken by the Employer/Engineer /Contractor was either outside the Contract or that the decision was wrongly taken, the objecting party may file notice of dispute to the other party stating that it is giving the notice pursuant to this Clause while stating clearly the basis for the dispute within 21 days of the notification of the decision.
- 23.2 The party receiving the dispute notice will consider it and reply in writing within 28 days of the receipt of the notice. If no reply is received or the reply is not acceptable to the other party, the affected party may refer the dispute for conciliation. Independent Engineer of NTBCL will be the Dispute Review Expert (DRE) for conciliation. The decision for conciliation is to be given in 60 days by DRE. In case, conciliation is not successful then the dispute may be referred to Arbitration.

24. Procedure for Disputes – Arbitration

- 24.1 The arbitration shall be conducted at NTBCL office at Noida in accordance with the arbitration procedure stated in Clause 5 of the Special Conditions of Contract.

B : TIME CONTROL

25. Program

- 25.1 Within 21 days of issuance of Letter of Acceptance, the Contractor shall submit to the Employer/Engineer for approval, an updated Program for the awarded Works including Quality Control, Traffic Management Plans showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast (Annexure 3A).
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 25.3 If the Contractor does not submit an updated Program within this period as specified in the Contract Data, the Employer/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 updated Program has been submitted. An updated Program is to show the effect of Variations and Compensation Events.
- 25.4 The Employer/Engineer's approval of the Program shall not relieve the Contractor of his obligations with respect to the contract.

26. Extension of the Works Completion Date

- 26.1 The Employer/Engineer shall extend the Works Completion Date as stated in the Contract Data, if a Compensation Event occurs or a Variation is issued which makes it impossible for completion to be achieved by the stipulated Completion Date, without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 26.2 The Engineer shall decide whether and by how much to extend the Works Completion Date, within 28 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 give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Works Completion Date.
- 26.3 Employer/Engineer is fully empowered to grant extension to the Works Completion Date for reasons not attributable to the contractor.

27. Delays Ordered by the Employer/Engineer

- 27.1 The Employer/Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management Meetings

29. Early Warning

- 29.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to provide an estimate

of the expected effect of the future event or circumstance on the Contract Price and Contract Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

- 29.2 The Contractor shall cooperate with the Employer/Engineer in making and considering proposals as to how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer/Engineer.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

C : QUALITY CONTROL

30. Identifying Defects

- 30.1 The Employer shall check the Contractor's work through the Engineer, Independent Engineer and notify the Contractor of any Defects that are found. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect. Such checking/instructions shall not absolve the Contractor of his responsibilities.
- 30.2 The Contractor shall permit the Site visits of the Employer's Technical Auditor/ Engineer/Independent Engineer /Lenders' Engineer to check the Contractor's work and notify the Employer and the Contractor of any Defects that are found. Such a check shall not absolve the Contractor's or the Employer's responsibility as defined in the Contract.

31. Tests

- 31.1 The Contractor shall be responsible for carrying out the tests prescribed for the Works.
- 31.2 The Contractor shall, at his cost, establish fully equipped testing facility with adequate and suitable equipment and survey equipment in the vicinity of the work Site premises, as prescribed in the Specifications, to the satisfaction of the Engineer.
- 31.3 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and sample. If it shows that the work is not defective, then the Employer shall pay for the test and samples.
- 31.4 The Contractor shall furnish all test results as per the approved Quality Control Plan to the Engineer, in a monthly progress report as per Sub Clause 28.3 or at a frequency directed by the Engineer. The Engineer may withhold payment for those works where test results have not been submitted or the work requires to be redone.

32. Correction of Defects

- 32.1 The Contractor shall undertake measures to rectify the defects in the Work identified by the Engineer/ Independent Engineer or any of the Employer's authorized representative at the earliest, but not later than the time period specified by the Engineer.
- 32.2 The Defect Liability Period shall be as given in the Contract Data. The Employer/Engineer shall give notice to the Contractor of any defects before the end of the Defect Liability Period. The Defect Liability Period shall be extended for as long as defects remain to be corrected.

33. Uncorrected Defects

- 33.1 If the Contractor has not corrected a defect to the satisfaction of the Employer/Engineer/Project Manager/ Independent Engineer, within the time specified in the Employer/Engineer's notice, the Employer/Engineer will assess the cost of having the defect corrected, and the Contractor will pay this amount. In case of failure to pay, the same shall be deducted from any payment due to the Contractor/recovered from his Bank Guarantees/Security Deposit under intimation to the Contractor.

D: COST CONTROL

34. Bill of Quantities

- 34.1 The Bill of Quantities shall contain items for the Works for construction, installation, testing and commissioning works to be executed by the Contractor.
- 34.2 The Bill of Quantities shall be the basis to calculate the payment for the Works. The Contractor is paid for the quantity of the work done as per specifications at the rate in the Bill of Quantities for each item on item wise quoted rates

35. Changes in the Quantities

- 35.1 The change in quantities/amounts due to increase/decrease in the scope of work, that is, Variation in Bill, shall be considered for additional payment as per rates defined in Bill of Quantities and the item wise rates quoted.
- 35.2 If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of rate of any item in the Bill of Quantities.
- 35.3 Director/Manager, NTBCL is fully empowered to approve the variation of quantity upto 25% of the contract price mentioned in Letter of Acceptance for major maintenance works and rates for extra item on the merit of the case.

36. Variations

- 36.1 Item rates approved for each BOQ item shall remain fixed irrespective of any Quantity Variation.
- 36.2 All Variations during implementation of the Works, shall be included in updated Programs produced by the Contractor.

37. Payments for Variations

- 37.1 In the event of variation, the payment for the works done, shall be made as per the provisions stated in Sub Clause 35.1.
- 37.2 If the event of variation is in terms of additional/extra item(s) or substitution of any item(s) in the BOQ with new item(s), then the rates for the items shall be derived as follows:
- (a) The Contractor shall submit a quotation along with detailed rate analysis for deriving the unit rate for the item(s) with all supporting documents as follows:
- (i) Such analysis shall be prepared based on the Standard MORT&H Data Book adopting the current CPWD schedule of rates applicable .
- (ii) In case the data for the item is not available in the Standard MORT&H Data Book, Standard CPWD procedure with current CPWD schedule of rates applicable
- (iii) In case the data for the item is not available in the Standard MORT&H Data Book as well as in the CPWD specification, observed data with current CPWD schedule of rates applicable.

(iv) In case rate for any item is not available in the current CPWD schedule of rates, current local market rate for the same shall be adopted for which required supporting documents shall be produced;

(v) On the new rates, derived through observed data, only 10% would be allowed towards Contractor's administrative and other overheads and profits, taken together.

(b) If the Contractor's quotation is unreasonable or if the Contractor fails to provide the Engineer with a quotation within a reasonable time specified by the Engineer in accordance with (a), the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.

37.3 If the Engineer decides that the variation work is urgent, then in order to avoid delay in execution of the variation work due to non-availability of quotation, the Engineer shall instruct the Contractor in writing, to commence the additional works before the approval of the rate.

37.4 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.5 The %age of bitumen in any of the courses shall be as per the approved Job Mix formula and no variation shall be paid against the same.

38. Cash Flow Forecasts

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

39. Payment Certificates

39.1 Major Maintenance Works

(a) The Contractor is required to measure the work executed as per specifications under the observation and control of the Engineer. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed, less the cumulative amount certified previously and, applicable statutory deductions, outstanding advances supported with detailed measurements of the items of work executed, approved request for inspections (RFI) for the work done during the month, applicable rates and other relevant details, both in hard and soft form along with an abstract statement, in accordance with the provisions of this Contract.

(b) The Engineer shall ascertain and determine by measurement the value of the work done in accordance with the Contract. The Engineer shall exclude any item in a previous certificate or reduce the proportion of any item previously certified in the light of later information.

(c) The value of work executed shall comprise the value of quantities of the items at rates in the Bill of Quantities.

(d) The value of work executed shall include the valuation of Variations.

(e) Items of the Works for which no rate or price has been provided in the priced BOQ will not be paid for by the Engineer and shall deemed to be covered by other rates and prices in the Contract.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

- (f) The certification and payment methodology for the Works shall be as given below:
- (i) Contractor to submit a payment request with details of Works completed or partly completed during the calendar month to the Engineer, within seven days from the last date of the particular month;
 - (ii) Within Seven days of receipt of Contractor's RA Bill, Engineer is required to evaluate the payment request in terms of the work executed, and if the Engineer finds the payment request in order, he certifies to pay 70% of eligible payment against the RA Bill, which shall be released by Authority in next 7 days. This payment shall be net of recovery of mobilization and other advances, recovery in terms of Contract and Taxes to be deducted at source as applicable under the Law.
 - (iii) Subsequent to submission of monthly payment request, Engineer shall check the Contractor's monthly statement within 10 days and certify the amount to be paid to the Contractor after taking into account the recovery of advance payments, as per para (ii). Engineer shall also account for Liquidated Damages and other deductions, Variation in price of bitumen, while arriving at the amount payable to the Contractor.
 - (iv) Employer shall make payments within 30 days for final certified bills to the contractor.
- (g) The Employer shall pay the final bill amount as certified by the Engineer within 90 days from its submission.
- (h) In case of delay in payment, the Contractor shall be paid interest on the late payment. Interest shall be calculated at the rate of 8% p.a. from the date by which the payment should have been made up to the date when the payment is made.

40. Tax

- 40.1 The rates quoted by the Contractor shall be deemed to be inclusive of GST and all other applicable taxes including duties/royalties/levies as may be levied by Central/State Governments and local bodies that the Contractor will have to pay for the performance of this Contract. The Employer/Engineer will perform such duties in regard to the deduction of such taxes at source as per applicable law on the date of payment of the Contractor's bill.

41. Currencies

- 41.1 All payments shall be made in Indian Rupees only.

42. Changes in Cost and Legislation

42.1 Price Adjustment-N/A

Compensation to the Contractor for any rise or fall in the Contract Price is not covered by the provisions of this or other clauses in the Contract. The unit rates and prices included in the Contract shall be deemed to cover the contingency of such rise or fall in costs.

42.2 Changes in Legislation

If, after the last date for submission of bids for the Contract, there occur changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted Employer, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor, other than under the preceding Sub-Clauses of this Clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer shall be added to or deducted from the Contract Price and the Employer shall notify the Contractor accordingly.

43. Liquidated Damages and Penalty N/A

44. Mobilization Advance Payment

- 7.5% of the total Contract Value post total supplied value of material at site
- 7.5% of the total Contact Value after mobilization of men and Plant & Machinery at site.

45. Securities

The Performance Security (including additional security 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 an amount and form indicated in Contract Data as acceptable to the Employer, and denominated in Indian Rupees, from:

- (a) State Bank of India or its subsidiaries;
- (b) Any Indian Nationalized Bank;
- (c) IDBI Bank or Axis Bank or ICICI Bank or HDFC Bank or Yes Bank or AU Small Finance Bank or IDFC First Bank; or
- (d) Foreign Bank with operations in India provided the net worth in respect of the Indian operations shall not be less than Rs 500 crores as per the latest Annual Report of the Bank and that Bank Guarantee is issued by a branch in India.

The Performance Security and the additional security for **unbalanced** bids shall be valid for a period of 45 days beyond 1 year after the Works Completion Date. In case, the Works Completion Date is extended, then the Contractor shall substitute fresh Performance Security for the same value valid until a date 1 year beyond the extended Works Completion Date. The performance security and additional security shall be released upon completion of 1 year after satisfactory completion of work.

46. Cost of Maintenance

- 46.1 Loss or damage to or defective works or materials during the execution of Works shall be remedied by the Contractor at the Contractor's cost to the satisfaction of the Employer/Engineer. No maintenance fee is payable to the contractor.

47. Security Deposit

- 47.1 The security deposit @5 % of the amount in cash shall be deducted from each running bill. This will be released after successful completion of Guarantee/ defect liability period.

E: FINISHING THE CONTRACT

48. Completion

48.1 The Contractor shall request the Engineer to issue a certificate of completion of the Works and the Engineer shall do so upon deciding that the assigned Work is completed.

49. Final Account

49.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract within 60 days after the issue of certificate of completion of the Works by the Engineer. The Engineer shall certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account. If the Engineer is not satisfied with the detailed account, then the Engineer shall issue within 30 days thereto a schedule that states the scope of the corrections or additions that are necessary. If the Contractor fails to comply with the Engineer's instructions within 15 days, Engineer will certify as per the schedule of Corrections or addition sent to contractor and recommend payment to the Contractor within 45 days.

50. Termination

50.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

50.2 Fundamental breach of the Contract includes, 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 program and the stoppage has not been authorized by the Employer/Engineer;
- (b) the Employer or the Contractor is made bankrupt or goes into liquidation, other than for purposes of reconstruction or amalgamation;
- (c) a payment for certified bills is not paid by the Employer to the Contractor within 90 days of the date of the Engineer's certificate;
- (d) the Employer/Engineer gives notice that failure to correct a particular Defect is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (e) the Contractor does not maintain Performance Security which is required;
- (f) the Contractor has defaulted in fulfilling his obligations under this Contract;
- (g) the Contractor has contravened Sub-Clause 9.2;
- (h) the Contractor does not adhere to the agreed construction program as per Clause 25 and also fails to attend the management meetings (Clause 28);
- (i) the Contractor fails to carry out instructions of the Employer/Engineer within a reasonable time determined by the Engineer in accordance with the Sub Clauses 15.1, and 22.1;
- (j) the Contractor has delayed the completion of the Works beyond the period for which the maximum amount of liquidated damages has become payable as defined in the Contract Data;
- (k) if the Contractor, in the judgment of the Employer has engaged in corrupt, fraudulent or coercive practices as defined in Sub Clause 28.1 (a) of ITB in competing for or in executing the Contract;

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

- 50.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 50.2, the Employer shall decide whether the breach is fundamental or not.
- 50.4 Notwithstanding the above, the Employer may terminate the Contract for his official convenience by giving 30 days prior notice due to any reason.
- 50.5 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.

51. Payment upon Termination

- 51.1 If the Contract is terminated because of a fundamental breach of the Contract by the Contractor, the Employer/Engineer shall issue a certificate for the value of the work done less advance payments made up to the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. 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. For this purpose, the performance security furnished by the Contractor shall not be taken into account. The Performance Security furnished by the Contractor shall stand forfeited in favor of the Employer without any restrictions or preconditions.
- 51.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of the Contract by the Employer, the Employer/Engineer shall issue a certificate for the value of the work done, and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract and less taxes due to be deducted at source as per applicable law and the Employer/ Engineer shall pay this amount. This includes all type of compensations and no other claim will be payable.

52. Property

- 52.1 If the Contract is terminated because of Contractor's default, all materials on the Site, Plant, Equipment, Temporary works and the Works are deemed to be the property of the Employer, till completion of the work. The Employer shall make use of the available materials and equipment for completion of the Work and pay for these at agreed rates.

53. Release from Performance

- 53.1 If the Contract is frustrated by the outbreak of war, pandemic or by any other event entirely outside the control of either the Employer or the Contractor, the Employer 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 Works carried out before receiving the certificate and for any work carried out afterwards to which commitment was made.

54. Details to be Confidential

- 54.1 The Contractor shall treat the details of the Contract as private and confidential and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. If any dispute arises causing the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the Employer whose determination shall be final.

55. Life-saving Appliances and First-aid Equipment

55.1 The Contractor shall provide and maintain upon the Works and the Site, sufficient, proper and efficient life-saving appliances and first-aid equipment, to the satisfaction of the Engineer. A local doctor shall be on call. The appliances and equipment shall be available for use at all times during the pendency of the Contract.

PART – II : SPECIAL CONDITIONS OF CONTRACT

Table of Contents

	Page No
A General Clauses	
1 Labour	75
2 Statutory Clearances	75
3 Revision of Quality Control Plan	76
4 Measuring/Monitoring Equipment	76
5 Arbitration	76
B Monitoring of Major Maintenance Works	
6 Monitoring of Maintenance Works	77
7 Site Visits, recording, rectification measures for Maintenance Works	77

Enclosure-1 : Road Defect Rectification Standards

Annexure – 3A

Monthly Cash Flow Forecast

PART – II SPECIAL CONDITIONS OF THE CONTRACT (SCC)

A : GENERAL

1 Labour

- 1.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport and medical assistance.
- 1.2 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the different classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.
- 1.3 During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local Employer and any other labour law (including rules) that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or any competent Employer.
- 1.4 The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments to labour laws, ESI, PF etc.. 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 Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer shall also have the 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.
- 1.5 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.

2 Statutory Clearances

- 2.1 List of clearances to be obtained by the Employer and the Contractor are given below prior to the start after work. It may be noted that the list below may not be exhaustive and in case any additional clearances are required, the same shall be procured by the Contractor, unless otherwise specified in the Law / guidelines of statutory agencies.

(a) Employer's Responsibility:

NIL

(b) Contractor's Responsibility:

- (i) Pollution Control Board and other Statutory Clearances for hot mix plant, stone crushers and any other purpose / activity as may be required;
- (ii) Excavation, cutting, transporting and dumping of earth and other construction materials including that for quarry;

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

- (iii) All police and traffic management related clearances at the work sites;
- (iv) Employing labour and other labour related clearances (ESI / Contract Labour / Health / PF etc.);
- (v) Electrical connections and Water Supply;
- (vi) Employment of migrant labour;
- (vii) Establishing and operating labour camps;
- (viii) Location of fuel storage tanks / containers etc.;
- (ix) Clearances for using / storing explosives;
- (x) All clearances required from the Fire Department; and
- (xi) Any other clearances that are not specifically included in Employer's list and may be required according to prudent utility practices or instructed by Employer.

3 Revision of Quality Control Plan

- 3.1 The Engineer shall instruct the Contractor to revise and/or resubmit his Quality Control Plan, if required before giving approval. The Contractor shall implement any required changes to improve the Quality Control Plan. The approval by the Engineer shall not absolve the Contractor of his responsibilities and obligations under the Contract.

4 Measuring / Monitoring Equipment

- 4.1 The Contractor shall ensure properly calibrated and functional measuring/ monitoring equipment, to the satisfaction of the Engineer, at all times during the Contract.

5 Arbitration (Refer GCC Sub Clause 24.1)

- 5.1 The procedure for arbitration shall be as follows:
 - (a) In case of Dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement referred for arbitration, shall first be settled mutually, otherwise in accordance with the Arbitration and Conciliation Act, 1996 and amendment thereof.
 - (b) The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by consensus by the two Arbitrators so appointed by the Parties and shall act as the Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrators, then the Presiding Arbitrator shall be appointed by the Indian Roads Congress on the request of the Employer.
 - (c) If one of the parties fails to appoint its Arbitrator in pursuance of Sub Clauses (a) and (b) within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Roads Congress shall appoint the Arbitrator on the request of the Employer. In case the Employer fails to do so within 30 days, the Contractor will approach the Indian Roads Congress for appointment of Arbitrator.

Noida Toll Bridge Co. Ltd.
 Corporate Off: Toll Plaza, DND Flyway, Noida-201301
 CIN: L45101DL1996PLC315772

A certified copy of the order of the Indian Roads Congress, making such an appointment shall be furnished to each of the parties.

- (d) Arbitration proceedings shall be held at NTBCL Registered / Corporate office and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal and shared equally by both the parties.
- (f) Performance under the Contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

B : MONITORING OF MAJOR MAINTENANCE WORK

6 Monitoring of Major Maintenance Works

The road which has been repaired under this agreement has to be kept defect free and monitored by the Contractor, at all times till the end of defect liability/Guarantee period.

7 Site Visits, recording, rectification measures for Major Maintenance Works

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

3.4 CONTRACT DATA

S. No.	Item	Clause Reference of CC																		
1	The Employer is : Director/Manager Authorized representative is Project Manager, NTBCL	1.1 GCC																		
2	The Engineer is Project Manager, NTBCL or the Supervision Consultant authorized by NTBCL	1.1 GCC																		
3	Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-2024	1.1 GCC																		
4	The Works consists of major maintenance works & other items as per Bill of Quantities	1.1 ITB																		
5	The Start Date shall be the date of signing of the contract agreement for the works (Form 6E, Section 4.1)	1.1 GCC																		
6	The language of the Contract documents is English	3 GCC																		
7	The law which applies to the Contract is the laws of Union of India	3 GCC																		
8	The following documents are also part of the Contract in addition to documents mentioned in Sub Clause 2.2 of GCC: Details of Minimum Key Personnel required to be mobilized by Contractor for the Works (as per Annexure-1B of Section 3.1) Schedule of Minimum Key Plant and Equipment to be deployed by Contractor on the work as per Program of Construction (as per Annexure-1A of Section 3.1)	9 GCC 3 ITB																		
9	Insurance requirements are as under: <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 10%;">S. No.</th> <th style="text-align: left; width: 50%;">Description of Cause</th> <th style="text-align: left; width: 40%;">Minimum Cover of Insurance</th> </tr> </thead> <tbody> <tr> <td></td> <td colspan="2"><u>During implementation of the Works</u></td> </tr> <tr> <td style="text-align: left;">(i)</td> <td>Contractor's All Risk Policy</td> <td>Contract Price + 15% escalation</td> </tr> <tr> <td style="text-align: left;">(ii)</td> <td>Loss or damage to Machinery and Equipment</td> <td>Sum sufficient to provide replacement at site</td> </tr> <tr> <td style="text-align: left;">(iii)</td> <td>Workmen compensation - Personal injury or death insurance. Unlimited number of accidents. After each accident, Contractor will pay additional premium necessary to increase the limit make insurance valid for unlimited number of accidents always</td> <td>Rs 5 Lacs per person per accident for unlimited number of accidents</td> </tr> <tr> <td style="text-align: left;">(iv)</td> <td>Against liabilities for death or injury to any person or loss of or damage to any third-party property</td> <td>In accordance with statutory requirements, applicable in India.</td> </tr> </tbody> </table>	S. No.	Description of Cause	Minimum Cover of Insurance		<u>During implementation of the Works</u>		(i)	Contractor's All Risk Policy	Contract Price + 15% escalation	(ii)	Loss or damage to Machinery and Equipment	Sum sufficient to provide replacement at site	(iii)	Workmen compensation - Personal injury or death insurance. Unlimited number of accidents. After each accident, Contractor will pay additional premium necessary to increase the limit make insurance valid for unlimited number of accidents always	Rs 5 Lacs per person per accident for unlimited number of accidents	(iv)	Against liabilities for death or injury to any person or loss of or damage to any third-party property	In accordance with statutory requirements, applicable in India.	13 GCC
S. No.	Description of Cause	Minimum Cover of Insurance																		
	<u>During implementation of the Works</u>																			
(i)	Contractor's All Risk Policy	Contract Price + 15% escalation																		
(ii)	Loss or damage to Machinery and Equipment	Sum sufficient to provide replacement at site																		
(iii)	Workmen compensation - Personal injury or death insurance. Unlimited number of accidents. After each accident, Contractor will pay additional premium necessary to increase the limit make insurance valid for unlimited number of accidents always	Rs 5 Lacs per person per accident for unlimited number of accidents																		
(iv)	Against liabilities for death or injury to any person or loss of or damage to any third-party property	In accordance with statutory requirements, applicable in India.																		

	<p>(v) Any other insurance cover</p> <p>In accordance with statutory requirements, applicable in India.</p> <p>Note:</p> <ul style="list-style-type: none"> For the above purpose “Roads” include: Main road with service roads, subways, culverts, toe wall, dividing median, crash barriers, electrical poles, separator, public toilets etc. and other infrastructure related to insured trade including sign boards and other property of the project along with electrical fittings, side separator, crash barrier, dividing median various culverts, Cat Eyes, Delineators, W-Beam Crash Barrier, Gantry Sign Boards, Single led Sign Boards, Double legged Sign Boards, Cantilever Sign Boards, Bollards, Road Marking, and other properties of insured. During Defect Liability Period, all the damages are to be repaired by the contractor and damages to completed works due to insurable perils will be paid to the extent of reimbursement from insurance company. 	
10	<p>Contract Completion Date for:</p> <p>(a) Main repair work two months</p> <p>(b) Defect Liability/Guarantee Period: - 3 years after Repair & Maintenance works Completion Date.</p>	14 GCC
11	The Site Possession shall be the date of start of the work	20 GCC
12	The Defects Liability/Guarantee Period is 3 years after the Works Completion Date.	32 GCC
13	<p>The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price for the Works:</p> <p>Performance Security of 5% of Contract Price as per clause 18 of section 1- NIT</p>	45 GCC

3.5 SPECIFICATION

1. Preamble

- 1.1 The Specifications contained herein shall be read in conjunction with the MORTH other Bid Document as specified in Section 3.1.
- 1.2 Wherever reference is made in the Contract to specific standards/codes to be met by the materials, plant, and other supplies to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant MORTH, IRC standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country of region, other internationally recognized standards and codes specified will be accepted subject to the Employer's prior review and written approval.

2. General Requirement

The Specifications in accordance with which the entire work shall be constructed and maintained by the Contractor are as described hereunder:

2.1 Part I – General Technical Specifications

The General Specifications for the Works shall be the “Specifications for Road & Bridge Works” (5th Revision 2013, published by IRC) issued by the Ministry of Road Transport & Highways (MORTH), henceforth called MORTH Specification.

2.2 Part II – Supplementary Technical Specifications

The Supplementary Technical Specifications shall comprise of various Amendments/Modifications/Additions to the MORTH referred to in Part – I for particular item of works not already covered in Part – I and Specifications for Building, Sanitary, Electrical and Miscellaneous Works.

- 2.2.1 Where a particular Clause or a part thereof in the “MORTH SPECIFICATIONS” referred in Part-I, has been Amended/Modified/Added upon, and incorporated in Part-II, such Amendment/Modification/ Addition supersedes the relevant Clause or part of the Clause.
- 2.2.2 The following Clauses in the “MORTH SPECIFICATIONS” have been amended/modified/ added upon:
- 102, 106, 108, 109, 111, 112, 115, 120, 501, 502, 503, 507, 803, 900, 901, 1007, 1014,.
- 2.2.3 The Additional Specifications shall comprise of specifications of particular item of work not covered in Part-I. These are given new Clause numbers.

The following Clauses A-1 to A-2 have been added to the “MORTH SPECIFICATIONS

Clause A-1 Test Procedure for Measuring Roughness Index of the Riding Surface of A Flexible Pavement

Clause A-2 Traffic Safety and Control

- 2.2.4 In the absence of any definite provisions on any particular issue in the MORTH Specifications, reference may be made to the latest codes and specifications of IRC, BIS,

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

BS, ASTM, AASHTO 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 Employer shall be final and binding on the Contractor.

Amendments/Modifications/Additions to Existing Clauses of General Specifications Referred in the Part – I

Clause 102 : Definitions

The following abbreviations shall be added at the end of Clause 102.

- “BIS” : Bureau of Indian Standards
“MORTH” : Ministry of Road Transport & Highways, Govt. of India.
”NTBCL : Noida Toll Bridge Company Limited .

Add a paragraph at the end of this Clause as under

Wherever in the Specification, the phrase “Condition of Contract” is mentioned, it shall mean General Conditions of Contract and Special Conditions of Contract contained in Section 3.3 of the Bid Document.

Clause 106 : Construction Equipment

Add the following after Sub Clause 106 (k).

- l) Adequate standby equipment including spare parts shall be available as required, and as may be advised by the Employer.
- m) All measuring devices and gauges shall be in good working condition. Measuring devices that can affect product quality shall be calibrated prior to use and at prescribed intervals against certified equipment. Calibration procedures shall be established, maintained and documented and corrective actions taken when results are unsatisfactory. Accuracy and fitness of measuring devices shall be ensured at all times by proper maintenance.

Clause 108 : Site Information

Add the following at the end of Sub-clause 108.3

“Identification of quarry sites and borrow areas is the responsibility of the Contractor. Material to be procured from quarry sites and borrow areas identified by the Contractor and to be used in the works shall be as per Specifications for particular items of work.”

Clause 109 : Setting Out

The second sentence in Para 1 of Sub Clause 109.3 shall be inserted and read as under:

“The Reference Bench Mark for the areas shall be GTS Benchmark established by Survey of India and the values of the same shall be obtained by the Contractor from Survey of India.”

Clause 111 : Precautions for Safeguarding the Environment

Add new Sub Clause:

Clause 112 : Arrangement for Traffic During Construction

Noida Toll Bridge Co. Ltd.
Corporate Off: Toll Plaza, DND Flyway, Noida-201301
CIN: L45101DL1996PLC315772
Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

Sub Clause 112.1 : “Measurements for Payment and Rate” is deleted

Clause 115 : Methodology and Sequence of Work

Sub Clause 120.2 : Description

Add the words “including uninterrupted power supply” to the second sentence of first paragraph.

Add the following at the end of this Sub-Clause:

“Within 14 (fourteen) days of the Commencement Date, the Contractor shall prepare and submit a layout plan and details of the laboratory building and make/supplier of the equipment to the Employer for his approval.

The field laboratory shall be provided in finished and fully equipped condition to the entire satisfaction of the Employer not later than 45 (forty-five) days after execution of the Contract Agreement. During the period till the laboratory is completed the laboratory tests shall be performed in another laboratory proposed by the Contractor and approved by the Employer at the cost of the former.”

Sub Clause 120.4 : Laboratory Equipment

The following items of laboratory equipment may also be ensured in the field laboratory:

S. No.	Sub No.	Item, Specifications	Nos. Required
A : General			
(i)		Balance	
	(a)	7 kg to 10 kg capacity semi-self indicating Electronic Type-Accuracy 1 gm	2
	(b)	500 gm capacity semi-self indicating Electronic Type-Accuracy 0.01 gm	2
	(c)	Chemical balance 100 gm capacity – Accuracy 0.0001 gm	1
	(d)	Pan balance 5 kg capacity – Accuracy 0.5 gm	2
	(e)	Platform Scale – 300 kg capacity	1
(ii)		Ovens – Electrically operated, thermostatically controlled	
	(a)	From 100°C to 220°C – Sensitivity	2
(iii)		Sieves, as per IS 460-1962	
	(a)	IS Sieves 450 mm internal dia of sieve sets as per ISI of required sieve sizes complete with lid and pan	2 sets
	(b)	IS sieve 200 mm internal dia. (brass frame and steel or brass wire cloth mesh) consisting of sieve sets of required sieve sizes complete with lid and pan	2 sets
(iv)		Sieve shaker capable of taking 200 mm and 450 mm dia. Sieves electrically operated with time switch assembly (As per IS)	1
(v)		200 tonnes compression testing machine	1

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

(vi)	Stop watches 1/5 sec. Accuracy	2
(vii)	Glassware comprising of Beakers, Pipettes, dishes, measuring cylinders (100 to 1000 cc capacity) glass rods and funnels, glass thermometers range 0°C to 100°C and metallic thermometers range 300°C	6 each
(viii)	Hot plates 200 mm dia (1500 watt)	2
(ix)	Enamel trays	
	(a) 600 mm x 450 mm x 50 mm	10
	(b) 450 mm x 300 mm x 40 mm	10
	(c) 300 mm x 250 mm x 40 mm	6
	(d) Circular plates of 250 mm dia	6
(x)	Water Testing Kit	1

B : For Soils

Deleted

C : For Bitumen and Bituminous Mixes

(i)	Constant temperature bath for accommodating bitumen test specimen, electrically operated and thermostatically controlled	1
(ii)	Penetrometer automatic type, adjustable weight arrangement and needles as per IS : 1203-1978	1
(iii)	Centrifuge type bitumen extraction apparatus complete with extraction thimbles with solvent and filter paper	1
(iv)	Laboratory mixer including required accessories about 0.02 cum capacity electrically operated fitted with heating jacket	1
(v)	Marshall compaction apparatus automatically operated as per ASTM 1559-62 T and complete with electrically operated loading unit, compaction pedestal heating head assembly, dial micrometer and bracket for flow measurement, load transfer bar, specimen mould 100 mm dia (4 in) with base plate, collars, specimen extractor, compaction hammer 4.53 kg (10 lb.) x 457 mm (18 in) fall	1 set
(vi)	Distant Reading Digital Thermometer	1
(vii)	Automatic Asphalt Content Gauge (Nuclear or equivalent)	1
(viii)	1.5 tonne capacity Air Conditioner	1
(ix)	Apparatus for the testing of theoretical Maximum Specific Gravity (GMM)	1
(x)	Viscosity Meter for testing of Bitumen	1

D : For Cement, Cement Concrete and Materials

E : For Checking Alignment, Control of Profile and Surface Evenness

F : Steel Tape

(a)	5 m long	As required
(b)	10 m long	As required
(c)	20 m long	As required
(d)	30 m long	As required
(e)	50 m long	As required

Note: The laboratory set-up must be complete including a set of reference standards for all tests, adequately staffed and operational to the satisfaction of the Employer before commencement of the works.

Clause 501 : General Requirements for Bituminous Pavement Layers

Sub Clause 501.8.8.2 : Rate for Premixed Bituminous Material

Item (ii) shall read as:

‘Preparation of surface to receive the materials except rates for prime / tack coats’

Item (viii) shall be deleted from “with the provision that the variation in actual percentage of bitumen used will be assessed and the payment adjusted accordingly”.

Clause 502 : Prime Coat over Granular Base

Sub Clause 502.8 : Rate

Delete last sentence and read it as “Payment shall be made on the basis of the provision of prime coat at an application rate specified in relevant item of BOQ as approval by Employer. No variation is permitted.”

Clause 503: Tack Coat

Sub Clause 503.8: Rate

Delete last sentence and read it as “Payment shall be made on the basis of the provision of Tack Coat at an application rate specified in relevant item of BOQ as approval by Employer. No variation is permitted.”

Micro Surfacing work

The work shall consist of construction, in single sealing course, of compacted crushed stone aggregates mixed with bituminous binder, to serve as sealing course, laid immediately after mixing, on a previously prepared base in accordance with the requirement as per MORTH specification for Road & Bridge works 2013(5th revision) and as directed by Engineer-in-charge

Clause 507 : Bituminous Concr  t  

Sub Clause 507.1 : Scope

Add the following at the end of this Clause

“A site trial shall be performed in accordance with Sub Clause 901.6.”

Sub Clause 507.2.2 :

The coarse aggregates shall be generally as specified in clause 504.2.2.

Add the following:

“The coarse aggregate shall consist of crushed rock be made from **black/ blue basaltic rock**”

Sub Clause 507.2.3 :

The coarse aggregates shall be generally as specified in clause 504.2.3.

Add the following:

“The fine aggregate shall consist of crushed rock be made from **black/ blue basaltic rock**”

Sub Clause 507.3.1 : Requirement for the Mixture

In table 500-12 giving the requirement of Bituminous Concrete mix, add the following:

“Air voids in mix (VIM) determined on Specimens compacted 3% (minimum) to refusal density by 300 blows of Marshal Hammer on each end”

Sub Clause 507.9 : Rate

The contract unit rate shall be all as specified in Clause 504.8, except that the rate shall include the provision of bitumen at minimum 5.2 percent & 5.4 percent for grading 1 and grading 2 by weight of total mix respectively. No additional payment for increased percentage of bitumen based on job mix formula shall be paid.

Clause 803 : Road Markings

Sub Clause 803.3.2

This Sub Clause is substituted to read as under:

“The road marking shall be laid with appropriate road marking machinery as approved by the Employer.”

Add at the end of Sub-clause 803.6.6:

Faulty Workmanship or Materials

If any material not complying with the requirements is delivered at the Site or used in the Works, or if any sub-standard work is carried out, such material or work shall be removed, replaced or repaired as required by the Employer, at the Contractor’s own cost. Rejected traffic markings and paint that has been splashed or has dripped onto the surfacing, kerbs, structures or other such surfaces shall be removed by the Contractor at his own cost, in such a way that the markings of split paint will not show up again later.

Clause 900 : Quality Control for Road Works

Sub Clause 901.1

This Sub Clause is substituted to read as under

“All materials to be used, all methods adopted and all works performed shall be strictly in accordance with the requirements of these Specifications. The Contractor shall set up a field laboratory at location approved by the Employer and equip the same with adequate equipment and

personnel in order to carry out all required tests and Quality Control work as per Specifications and/ or as per Clause 121 and/ or as directed by the Employer. The list of laboratory equipments and the facilities to be provided shall be as per Clause 121 or as directed by Employer and shall be approved by the Employer in advance.”

Add new Sub Clause as under:

Sub Clause 901.15 : Site Trial N/A

Clause 1007: Coarse Aggregates

- (i) Delete from the first sentence “crushed gravel..... inert material” appearing in 4th and 5th Line.
- (ii) Add the following at the end of this clause:
“Except where it can be shown to the satisfaction of the Employer that a supply of properly graded aggregate of uniform quality can be maintained over the period of the Works, the grading of aggregate shall be controlled by obtaining the coarse aggregate in different size and blending them in correct proportions as or when required.”

Clause 1014: Storage of Materials

Sub Clause 1014.3: Storage of Materials: Aggregates

The following shall be added to this clause

“Aggregates shall be stored or stockpiled in such a manner that segregation and coarse size will be avoided and also that the various sizes will not become intermixed before proportioning. They shall be stored, stockpiled and handled in such a manner that will prevent contamination by foreign materials.”

**ADDITIONAL SPECIFICATIONS FOR PARTICULAR ITEMS
OF WORKS NOT COVERED IN PART – I**

Clause A-1

Test Procedure for Measuring SURFACE Roughness Index of the Riding Surface of A Flexible Pavement

EQUIPMENT – British Towed Fifth Wheel Bump Integrator

Test Procedure:

The following test procedure shall be adopted for the test:

- (1) Check the installation and operation of the equipment is in order and meets the requirements prescribed in its operational manual. For example the towing hitch maintains the frame in a upright position but provides freedom of movement in longitudinal and transverse directions. The tyre pressure of wheels is as prescribed.
- (2) The instrument shall be calibrated prior to its use for measurement as prescribed in its operational manual.
- (3) The operators shall familiarize themselves with the Fifth Wheel Bump Integrator, operation using its Test Mode before commencing a survey.
- (4) A uniform speed of 30 km/hour, which is the specified operating speed of the British Towed Fifth Wheel Bump Integrator, shall be maintained during measurements. The readings shall be taken for each carriageway independently.
- (5) The equipment shall run on a lane in both the direction once and the average of two values taken for its roughness index.
- (6) Pavement unevenness/roughness of 3 lane carriageway shall be obtained from the average of the values of the 3 lanes recorded.
- (7) The surface roughness index value is obtained by using the following formula.

$$\text{Roughness Index Value} = \frac{\mathbf{B \times R \times 1 \text{ cm/km}}}{\mathbf{W}}$$

Where

B = Number of Bumps in a section

W = Number of Wheel Revolution Counter

R = is a constant, 1000 nos. of wheel revolution counter per km

Length count of B = 1 cm

- (8) All data shall be properly recorded with appropriate referencing and stored in a prescribed manner as in the operational manual.
- (9) The roughness measurements shall be properly calibrated using the procedure recommended in the World Bank Technical Publication No. 46.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

Clause – A-2

TRAFFIC SAFETY AND CONTROL

(IRC-SP-55, 2014 to be adopted)

1. Description

These specifications describe the traffic management and safety measures to be taken by the Contractor throughout the construction period for ensuring the safe and convenient passage of public traffic through the project road on one hand and safety of the project workers on the other. It shall be understood that the Contractor is solely responsible for all the traffic management and safety measures which should be got approved by the Employer prior to taking up any construction work on the project. All relevant latest IRC specifications shall be followed by the contractor and he will be solely responsible for any lapses/accidents etc. due to non-compliance of safety measures etc. throughout the construction period.

Any construction work on or near a public traveled way will pose a set of new situations, which may include diversion of road users on to unfamiliar paths, exposure of road users to moving construction equipment and workers, stacking of construction materials to cause reduction in the space available for public traffic, inadequate space for maneuvering, etc. which may pose several surprises. These may cause to develop hazardous situations in case adequate advance precautions in the form of notification, traffic etc. is not taken. Within the construction area itself, the workers may be handling materials like hot bitumen and moving road construction equipment which may prove to be a cause of serious accident if adequate precaution and safety measures are not taken. Thus, the guiding principles on which the Contractor shall base the traffic management and safety measures will include:

- i) advance warning of road users about the road situation including diversion ahead.
- ii) providing clear and safe demarcated channels for guiding the public traffic.
- iii) providing necessary traffic warning/ guiding devices such as signs, safety cones, pavement markings, red lights, reflecting studs/tapes, etc.
- iv) barricading construction area with CGI sheets so that public traffic steer clear of these and do not come into conflict with construction activities.
- v) providing the project workers with necessary safety gears such as gum boots, luminous yellow jackets, crash helmets etc. as appropriate.
- vi) taking all other necessary measures so that safety is ensured during all hours of day and night.

2. Traffic Management and Safety

Any construction activity on the project will pose a hazardous situation to the road users. For least disturbance to safe passage of public traffic appropriate traffic management and safety measures should be adopted throughout the construction period. In this regard, the

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

construction zone in which conflict from safety angle may arise between the road users on one hand and the construction activities on the other shall be divided into 4 sub zones, and safety measures to be adopted therefore shall be as described hereunder:

a) Advance Warning Zone

This warning sub-zone is meant to inform, alert and prepare the approaching driver well in advance by providing information regarding the distance and extent/type of hazard ahead so that he is able to reduce the speed and be in readiness to carry out the necessary manoeuvres as he meets with the changed situation. For the operating speeds on the project road, length of this sub-zone shall be 100 mtr. and 500 m, in plain and hilly terrain respectively. Information in this sub-zone will be conveyed through a series of traffic signs, which will include “Men at Work” and the speed reduction signs at the start and middle of this sub-zone.

b) Transition Sub-Zone

This sub-zone is the area in which the traffic is steered and guided into and out of the diverted path around the work sub-zone. This is the most crucial sub-zone from safety angle as vehicles have to be guided on to the diverted path, and most of the movements will be of turning type. The elements for designing this sub-zone are speed of the vehicles, extent of lateral shift and elevation difference between the normal and the diverted paths. The essential safety measures shall include delineation of the travel path and prevention of wayward movements of vehicles by means of barricades, channelizers, red cones, and red lamps during hours of darkness etc., as appropriate.

In the design of this sub-zone adequate attention shall be paid for providing necessary turning radius of the curves, grade to permit for safe passage of animal driven vehicles, drainage and dust-proofing. Where necessary traffic control shall be effected through manual flagging and by battery operated traffic lights during hours of darkness. Where vehicles have to wait, the waiting area shall be demarcated by stop lines.

Length of the sub-zone will generally be between 50 and 100 m.

c) Work Sub-Zone

This is to the area where construction activity takes place, and the main concern relates to safety of workers are also prevention of public traffic from entering the work area. In this sub-zone, path of traffic shall be clearly delineated to avoid intrusion of public traffic moving on to the work area or construction equipment moving on to the public traffic. It shall be ensured that adequate distance is available between 2 consecutive work zones (2 Km. on urban section and 5-10 km. in rural sections) so that vehicles get sufficient breather space for overtaking slow vehicles, lane adjustment etc. Traffic across this sub-zone shall be guided through with the help of various traffic control devices, such as signs, delineation of travel path by cones/drums, barricades, luminous tapes etc. as appropriate.

d) Termination Sub-Zone

The sub-zone is intended to inform the road users of the end of the construction zone. This shall be effected through suitable informatory sign boards.

The standard on “Safety During Construction” may be referred for compliance.

3. Traffic Control Devices

Traffic control devices in the construction zones perform the crucial task of warning, informing and alerting drivers apart from guiding the vehicle movements so that the drivers

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

of the vehicles as well as the workers on site are not faced with situations posing surprise/hazard, and safe passage to traffic is affected.

The primary traffic control devices used in work sub-zone are signs, delineators, barricades, cones, pylons, pavement marking, flashing lights etc. They shall be such that they are easily understood without any confusion, are clearly visible during day and night, conform to the prevailing speed in immediate vicinity, stable against sudden adverse weather conditions and are easy in installation, renewal and maintenance. Broad details of the different devices are hereunder:

a) Signs

The construction signs fall into 3 major categories namely, regulatory signs, warning signs and guide or informatory sign as defined and detailed in IRC:67-1977, Code of Practice for Road Signs. These signs shall be placed on the left hand side of the travel path.

The common Regulatory signs used in the construction zones are “No Entry”, “Road Closed”, “Speed Limit” etc. These shall be used in consultation with the local police and / or authorities.

The warning signs to alert the drivers of the possible danger ahead in the construction zones are “Lane Closed”, “Diversion to other carriageway”, “Divided carriageway Starts”, “Divided carriageway End”, “Two way Traffic” etc. It will be advisable to explain the signs with the help of a rectangular definition plate of size of appropriate to the size of warning triangle and placed 0.15 m below, from the bottom of the triangle.

Guide signs in construction zones shall different background colour than the normal informatory signs of IRC : 67-1977, These signs shall have black messages and arrows on yellow (Traffic Yellow of IS : 5-1978) background. The guide signs to e commonly used are “Diversion “Road Ahead Closed”, “Sharp Deviation of Rout” etc.

The commonly used temporary signs during construction are depicted in the drawings. These should preferably be of reflectorised type to be visible during hours of darkness.

b) Delineators

Delineators are channelising devices such as cones, traffic cylinders, tapes, drums etc. which are placed in or adjacent to the roadway to guide the driver along a safe path and to control the flow of traffic. These shall normally be retro-reflectorised for night visibility. IRC: 79-1981 (Recommended Practice for Road Delineators) gives details of some of the delineators. The types of delineators commonly used are traffic cones, drums and barricades.

c) Traffic Cones

Traffic cones shall normally be 0.5 m to 0.75 m high and 0.3 m to 0.4 m diameter or in square shape at the base. These shall be made of plastic or rubber with retro reflectorised red and white band and have suitable anchoring so that they are not easily blown over or displaced. The cones shall be placed close enough together (spacing 3-9m) to give an impression of the continuity. Larger sized cones shall be used for high speeds or where more conspicuous guidance is required.

d) Empty Bitumen Drums

Empty bitumen drums can be used as channelising device since they are highly visible, give the appearance of being formidable objects, thereby commanding the respect of the drivers. These drums can also be of plastic which are lighter, easy to transport and

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

store. As delineators, these drums shall be painted in circumferential strips 0.10 m to 0.15 wide, alternatively in black and white colours.

e) Barricades

Whenever the traffic has to be restricted from entering the work areas such as excavations or material storage sites so that hazardous locations are barred for public and protection to workers is provided, or there is need for separation the two way traffic, barricades shall be used. The barricades may be of portable or fixed type and can be made of wooden planks, metal or other suitable material. The horizontal component facing the traffic shall be made of 0.30 m wide wooden planks joined together and painted in alternate yellow and white strips of 0.15 m width and sloping down at an angle of 45° in the direction of traffic. Suitable support or ballasting shall be provided so that they do not over turn or are not blown away in strong winds. In case of fixed type barricades, a gate or moveable section shall be separately provided to allow the movement of the construction/supervision vehicles.

f) Flagmen

In large construction sites, flagmen with flags and sign paddles shall be effectively used to guide the safe movements. The flags for signaling shall be 0.60m x 0.60m size made of good red cloth and securely fastened to a staff of approximately 1 meter in length. The sign paddles shall conform to IRC:67-1977 and provided with a rigid handle.

For one-way operation at a time hours of darkness, battery operated red/green lights shall be used at either end of the affected section.

4. Safety and Management Practices

Measures for providing safe movement of traffic in some of the most commonly occurring work-zones on highways shall be as follows:

a) Detour on Temporary Diversion

In certain situations during the project construction period it may become necessary to pass the traffic on temporary diversion constructed parallel to highway.

A temporary diversion road shall basically satisfy the following requirements

- ❖ It shall have smooth horizontal and vertical profile for easy negotiation by vehicles.
- ❖ It shall not get overtopped by flood or drainage discharge under any circumstances.
- ❖ It shall have adequate capacity to cater for the diverted traffic
- ❖ It shall be dust free and shall ensure clear visibility at all times of the day and night. Pavement and riding surface for the diversion will depend on the duration over which the diversion will be used, and shall be as directed by the Employer. The commonly used specifications are mix seal surfacing over 150-200 mm thick WMM constructed on completed sub-grade.
- ❖ It shall be provided with the required safety standards and

The warning for the construction ahead shall be provided by the sign “Men at Work” about 1 Km. in advance of the work zone. In addition a supplementary plate indication “Diversion 1Km. Ahead “and a sign “Road closed Ahead” shall be placed. It shall be followed by “Compulsory Turn right/left sign”. The “Detour” and sharp deviation” sign shall be used to guide the traffic on to the diversion. Hazard markers shall be placed where the railings for the cross drainage structures on the diversion start.

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

b) Switch over of traffic from widened section and vice-versa

In the course of construction widening of the carriageway will have to be taken up in course of construction widening of the carriageway will have to be taken up in stretches with intervening space between two such stretches. This will bring about the situations in which the traffic passing through the widened road would have to pass on and merge with the unwidened section and vice-versa. For such cases, apart from “Men At Work” signs with distance plate in the advance warning zone, the signs indicating “Road Narrowing” or “Road widening” as appropriate shall be installed.

5. Precautions for Safety

The following general precautions shall apply to all the work sites.

a) General Measures

- i) All the sign and delineators shall be maintained in clean and brightly painted conditions at all times.
- ii) Adequate lighting arrangements shall be made for proper visibility during night travel through the work area.
- iii) Adequate arrangements for frequent sprinkling of water shall be made to keep the area dust free.

b) For Safety of Workmen

- i) Workmen shall be trained in use of tools and plant.
- ii) Bitumen handling labour shall be given gum boots, spectacles etc.
- iii) First –aids kits shall be provided
- iv) Workers required on site during night hours shall be provided with fluorescent jackets with reflective tapes.

c) For Safety of Road User

- i) As far as possible, the material, equipment and machinery shall be installed/parked in places sufficient away from the berms in the available road land. Only in avoidable cases the same is allowed near the edge of berms.
- ii) Machinery shall be parked at appropriate places away from the path of public traffic, and shall be provided with red flags and red lights.
- iii) Only minimum quantity of material required for the construction operations shall be collected at site near the public traveled way.

6. Safety Audit

Safety audit shall be conducted periodically on the safety measures adopted during the constructions operations. The main aspects to be covered shall include:

- a) Manpower and their safety
- b) Machinery
- c) Temporary works
- d) Equipment & Vehicles
- e) Material storage and handling

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

- f) Construction procedures
- g) Environment
- h) Site safety guidelines
- i) Miscellaneous services

The contractor shall constitute special teams from his staff for the above audit, and shall take appropriate corrective measures to the directions of the Employer/Engineer

4. VOLUME-II

4.1 SECURITIES AND OTHER FORMS

Form – 6A	:	Bid Security (Bank Guarantee)
Form – 6B	:	Letter of Acceptance
Form – 6C	:	Performance Securities Bank Guarantee
Form – 6D	:	Performance Bank Guarantee (for Unbalanced Bids)
Form – 6E	:	Form of Agreement
Form – 6F	:	Bank Guarantee for Advance Payment

Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the works "**Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24**" (hereinafter called "the Works").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] having our registered office at _____ (hereinafter called "the Bank") are bound unto NTBCL (hereinafter called "the Employer") in the sum of Rs 50 Lakh for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2023.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid 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; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 12 of ITB;

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 one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force for 165 days i.e. upto and including 45 days after the Bid validity period (120 days) as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

Noida Toll Bridge Co. Ltd.
Corporate Off: Toll Plaza, DND Flyway, Noida-201301
CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

(Letterhead paper of the Employer)

Letter of Acceptance

To: [name and address of the Contractor]

[date]

Sub.: Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24

Dear Sirs,

1. It is hereby confirmed that your Bid received on _____ submitted to the Director. (NTBCL), for the work mentioned in the subject above has been accepted for and on behalf of the NTBCL for an amount mentioned below on rates quoted by you and the terms and conditions as contained in the Bid Document and subsequently addendum/corrigendum issued.
2. The accepted amount of the bid for the above mentioned work in consideration, execution, completion etc. of works by you as prescribed in the Bid Document is Rs. (Rupees *In words*).
3. The date of start will be as defined in S. No. 5 of Contract Data.
4. The period of completion of whole work is as defined in S. No. 10 of Contract Data as Contract Completion Date.
5. You are requested to please furnish the Performance Security in the form of Bank Guarantee for an amount equal to 5% of the Contract price within 14 days of receipt of this letter, in accordance with Clause 33 of ITB and Clause 45 of GCC as defined in the Contract Data S. No. 19. The Bank Guarantee will be provided in the proforma given in the Bid Document.
6. You are also requested to sign and execute the Contract Agreement within 28 days, failing which action as stated in Para 33.2 of ITB will be taken.
7. You are requested to submit a detailed Construction Program including Traffic Management Plans as per Clause 25 of General Conditions of Contract, Section 3.3, Part-I within 21 days of receipt of this letter.

Yours faithfully,

/

Authorized Signatory

Name and Title of Signatory

Name of Agency

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

PERFORMANCE SECURITIES BANK GUARANTEE

To

Noida Toll Bridge Company Limited
Toll Plaza, DND Flyway, opposite sector-15A, Noida
Gautambudh Nagar UP
(the Employer)

Bank Guarantee No.-----dated ----- for Rs.-----

WHEREAS vide the “**Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24**”. Contract dated ----- (hereinafter referred to as “the Contract”), _____ [name of Contractor] having its office at _____ (hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns) has been awarded by NTBCL a company incorporated under the Companies Act, 1956 and having its registered office ----- India , (hereinafter referred to as the ‘Employer’ which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns), the contract for the works “ **Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24**.”

AND WHEREAS it has been stipulated by you in the Bid proposal and the said Contract that the Contractor shall furnish you a **Performance Guarantee** on or before the date of signing of the Contract, by a specified **nationalized bank** for the sum specified therein as security for compliance with the Contractor’s obligations in accordance with the Contract and against any breach or non-performance of the terms and conditions contained in the Contract;

AND WHEREAS WE, _____ [name of Bank], a body corporate, constituted under [relevant Act] and having its head office at _____ and branch office at _____ have agreed to furnish a Performance Guarantee for a sum of **Rs** _____ (**Rupees** _____ **Only**) (hereinafter referred as the guaranteed amount) as security for compliance of the Contractor’s obligations under the Contract;

NOW THEREFORE we hereby affirm that we, as the Guarantor, are responsible to you, on behalf of the Contractor for the guaranteed amount and we irrevocably undertake to pay you, upon your first written demand and without demur or argument, any sum or sums within the limits of the guaranteed amount as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. The guaranteed amount shall be payable merely on demand by the Employer. Any certification or letter stating that the amount claimed in the demand notice is due and payable, signed by a duly authorised official of the Employer to this effect, shall be final, binding and conclusive upon us.

WE hereby agree to pay on demand the guaranteed amount without demur by crediting to the Bank Account of the Employer, the details of which are to be informed to us by you during the validity of the guarantee.

Noida Toll Bridge Co. Ltd.
Corporate Off: Toll Plaza, DND Flyway, Noida-201301
CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

We hereby undertake that this Guarantee is absolute, irrevocable and unconditional and shall be enforceable against us notwithstanding any security or securities comprised in any instrument executed or to be executed by the Contractor in favour of the Employer.

We hereby also agree that this guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Employer by the Contractor and shall be valid and binding on us and operative until the expiry of this Guarantee.

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.

The jurisdiction in relation to this Guarantee shall be the Courts at Jaipur and laws of India shall be applicable. This guarantee shall be valid up to _____ (Expiry Date) which will be 45 days beyond 1 year after Works Completion Date. We hereby agree to renew and extend the validity of this Guarantee on request from you. Unless a demand or claim is lodged within the aforesaid time i.e. before Expiry Date, your rights under this Guarantee shall be forfeited and we shall not be liable there under.

WE hereby represent that there is no litigation or arbitration or other proceedings pending against us which could reasonably be expected to have a material adverse effect or change in our ability to perform our obligation under this Guarantee.

Notwithstanding anything contained herein:

- a) our liability under this Guarantee shall not exceed the guaranteed amount i.e. Rs _____ (Rupees _____ Only)
- b) this guarantee shall be valid up to _____ (Expiry Date) and
- c) we shall be liable to pay the guaranteed amount under this Guarantee only and only if we receive a written claim or demand duly signed by a duly authorised official of the Employer before the _____ as mentioned above or any other extended date.

IN WITNESS WHEREOF we have executed this Guarantee on this ___ day of ____, ____.

Signed and delivered by the above named _____
through its Authorised Signatory as authorised by its Board
Resolution passed on _____/Power of Attorney dated
[].

In the presence of

PERFORMANCE BANK GUARANTEE (FOR UNBALANCED BIDS)

To
Noida Toll Bridge Company Limited
Toll Plaza, DND Flyway, opposite sector-15A, Noida
Gautambudh Nagar UP
(the Employer)

Bank Guarantee No.-----dated ----- for Rs.-----

WHEREAS vide the **“Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24.** Contract dated _____ (hereinafter referred to as “the Contract”), _____ [name of Contractor] having its office at _____ (hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns) has been awarded by NTBCL a company incorporated under the Companies Act, 1956 and having its registered office at -----, India hereinafter referred to as the ‘Employer’ which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns), the contract for the works **“Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24..**

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you a **Performance Guarantee** for unbalanced Bids on or before the date of signing of the Contract, by a specified / **nationalised bank** for the sum specified therein as additional security for compliance with the Contractor’s obligations in accordance with the relevant Contract condition and against any breach or non-performance of the terms and conditions contained in the Contract;

AND WHEREAS WE, _____ [name of Bank], a body corporate, constituted under [relevant Act] and having its head office at _____ and branch office at _____ have agreed to furnish a Performance Guarantee for a sum of **Rs** _____ (**Rupees** _____ **Only**) (hereinafter referred as the guaranteed amount) as security for compliance of the Contractor’s obligations under the Contract;

NOW THEREFORE we hereby affirm that we, as the Guarantor, are responsible to you, on behalf of the Contractor for the guaranteed amount and we irrevocably undertake to pay you, upon your first written demand and without demur or argument, any sum or sums within the limits of the guaranteed amount as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. The guaranteed amount shall be payable merely on demand by the Employer. Any certification or letter stating that the amount claimed in the demand notice is due and payable, signed by a duly authorised official of the Employer to this effect, shall be final, binding and conclusive upon us.

WE hereby agree to pay on demand the guaranteed amount without demur by crediting to the Bank Account of the Employer, the details of which are to be informed to us by you during the validity of the guarantee.

Noida Toll Bridge Co. Ltd.
Corporate Off: Toll Plaza, DND Flyway, Noida-201301
CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

We hereby undertake that this Guarantee is absolute, irrevocable and unconditional and shall be enforceable against us notwithstanding any security or securities comprised in any instrument executed or to be executed by the Contractor in favour of the Employer.

We hereby also agree that this guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Employer by the Contractor and shall be valid and binding on us and operative until the expiry of this Guarantee.

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.

The jurisdiction in relation to this Guarantee shall be the Courts at Jaipur and laws of India shall be applicable. This guarantee shall be valid up to _____ (Expiry Date) which will be 45 days beyond 1 year after Works Completion Date. We hereby agree to renew and extend the validity of this Guarantee on request from you. Unless a demand or claim is lodged within the aforesaid time i.e. before Expiry Date, your rights under this Guarantee shall be forfeited and we shall not be liable there under.

WE hereby represent that there is no litigation or arbitration or other proceedings pending against us which could reasonably be expected to have a material adverse effect or change in our ability to perform our obligation under this Guarantee.

Notwithstanding anything contained herein:

- d) our liability under this Guarantee shall not exceed the guaranteed amount i.e. Rs _____ (Rupees _____ Only)
- e) this guarantee shall be valid up to _____ (Expiry Date) and
- f) we shall be liable to pay the guaranteed amount under this Guarantee only and only if we receive a written claim or demand duly signed by a duly authorised official of the Employer before the _____ as mentioned above or any other extended date.

IN WITNESS WHEREOF we have executed this Guarantee on this ___ day of ___, ___.

**Signature
Date and place**

FORM OF AGREEMENT
Agreement

GENTLEMEN

This agreement, made the _____ day of _____ 2022 between (NTBCL)-----, India (hereinafter called “the Employer” which expression shall unless the context otherwise requires, include its successors and assigns) of the one part and _____ [name and address of contractor] (hereinafter called “the Contractor” which expression shall unless the context otherwise requires, include its successors and assigns) of the other part.

Whereas the Employer is desirous that the Contractor to execute the works ““Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24. (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price as given in this Contract.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein 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.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Letter of Acceptance;
 - ii) Contractor’s Bid
 - iii) Contract Data;
 - iv) Conditions of Contract (including Special Conditions of Contract);
 - v) Specifications;
 - ix) Any other document forming part of the Contract.

In witness whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed and Delivered by the said Employer through his authorized representative and the said Contractor through his Power of Attorney Holder:

FOR AND ON BEHALF OF
NTBCL

By

Witness:

1) Signature _____

Name _____

Address _____

AUTHORIZED REPRESENTATIVE

2) Signature _____

Name _____

Address _____

FOR AND BEHALF OF
M/s _____
By

1) Signature _____

Name _____

Address _____

AUTHORIZED REPRESENTATIVE

2) Signature _____

Name _____

Address _____

BANK GUARANTEE FOR ADVANCE PAYMENT N/A

To
Noida Toll Bridge Company Limited
Toll Plaza, DND Flyway,
opposite sector-15A, Noida
Gautam budh Nagar UP
(the Employer)

Bank Guarantee No.-----dated ----- for Rs.-----

WHEREAS vide the ““**Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24** Contract dated ----- (hereinafter referred to as “the Contract”), _____ [name of Contractor] having its office at _____ (hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns) has been awarded by NTBCL a company incorporated under the Companies Act, 1956 and having its registered office at----- India (hereinafter referred to as the ‘Employer’ which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns), the contract for the works “**Repair and Maintenance work of Delhi Noida Direct Flyway during 2023-24.**”

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you a **Advance Payment Guarantee** security, at the time of forwarding a request for Advance payment, from a specified / **nationalised bank**, for the sum proposed to be released as Advance Payment in accordance with the terms and conditions of the Contract.

AND WHEREAS WE, _____ [name of Bank], a body corporate, constituted under [relevant Act] and having its head office at _____ and branch office at _____ have agreed to furnish a Advanced Payment Guarantee for a sum of **Rs _____ (Rupees _____ Only)** (hereinafter referred as the guaranteed amount) as security for compliance of the Contractor’s obligations under the Contract;

NOW THEREFORE we hereby affirm that we, as the Guarantor, are responsible to you, on behalf of the Contractor for the guaranteed amount and we irrevocably undertake to pay you, upon your first written demand and without demur or argument, any sum or sums within the limits of the guaranteed amount as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. The guaranteed amount shall be payable merely on demand by the Employer. Any certification or letter stating that the amount claimed in the demand notice is due and payable, signed by a duly authorised official of the Employer to this effect, shall be final, binding and conclusive upon us.

Noida Toll Bridge Co. Ltd.
Corporate Off: Toll Plaza, DND Flyway, Noida-201301
CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

WE hereby agree to pay on demand the guaranteed amount without demur by crediting to the Bank Account of the Employer, the details of which are to be informed to us by you during the validity of the guarantee.

We hereby undertake that this Guarantee is absolute, irrevocable and unconditional and shall be enforceable against us notwithstanding any security or securities comprised in any instrument executed or to be executed by the Contractor in favour of the Employer.

We hereby also agree that this guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Employer by the Contractor and shall be valid and binding on us and operative until the expiry of this Guarantee.

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.

The jurisdiction in relation to this Guarantee shall be the Courts at Jaipur and laws of India shall be applicable. This guarantee shall be valid up to 45 days beyond the period of stipulated date of completion _____ (Expiry Date). We hereby agree to renew and extend the validity of this Guarantee on request from you. Unless a demand or claim is lodged within the aforesaid time, i.e. Expiry Date, your rights under this Guarantee shall be forfeited and we shall not be liable there under.

WE hereby represent that there is no litigation or arbitration or other proceedings pending against us which could reasonably be expected to have a material adverse effect or change in our ability to perform our obligation under this Guarantee.

Notwithstanding anything contained herein:

- g) our liability under this Guarantee shall not exceed the guaranteed amount i.e. Rs _____ (Rupees _____ Only)
- h) this guarantee shall be valid up to _____ (Expiry Date) and
- i) we shall be liable to pay the guaranteed amount under this Guarantee only and only if we receive a written claim or demand duly signed by a duly authorised official of the Employer before the _____ as mentioned above or any other extended date.

IN WITNESS WHEREOF we have executed this Guarantee on this ___ day of ___, ___.

Signature

Date and place

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

4.2 BILL OF QUANTITIES (BOQ)

BILL OF QUANTITY(BOQ)

NAME OF WORK: - Repair and maintenance work of Delhi Noida Direct Flyway during-2023-24

S.No	Description of Item	Qty.	Unit	Rate	Amount(Rs.)
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth, 1.5m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth, lead up to 50m and lift up to 1.5m,as directed by Engineer-in-Charge.				
1.1	All kinds of soil	5	Cum		
2	Filling available excavated earth (excluding rock) in trenches, plinth, side of foundation etc. in layers of exceeding 20cm in depth, consolidation each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5m.	2	Cu m		
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level.				
3.1	1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources)	10	Cu m		
4	Providing, hoisting and fixing above plinth level up to floor five level precast reinforced cement concrete work in string courses, bands, copings, bed plates, anchor blocks, plain window sills and the like, including the cost of required centering, shuttering, but excluding cost of reinforcement with 1:1:5:3 (1 cement:: 1.5 coarse sand Zone-III derived from natural sources: 3 graded stone aggregate 20 mm nominal size derived from natural sources.	7	Cum		
5	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level				
5.1	Thermo-Mechanically Treated bars of grade Fe-500D or more.	1700	KG.		
6	Brick work with common burnt clay F.P.S.(non modular) bricks of class designation 7.5 in foundation and plinth in.				
6.1	Cement mortar 1:6 (1 cement : 6 coarse sand)	15	Cum		
7	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting hoisting, fixing in , position And applying a priming coat of approved steel primer all complete.	375	Kg		

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

8	Providing and applying tack coat using hot straight run bitumen of grade VG - 10, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications				
8.1	On bituminous surface @ 0.50 Kg / sqm	30000	Sqm		
9	Providing and laying semi- dense Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibrat and tandem rollers to achieve the desired ory compaction and density as per specification, complete and as per directions of Engineer-in- Charge.				
9.1	25 mm compacted thickness with bitumen of grade VG-30@5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix -120 TPH capacity	10000	Sqm		
10	Providing and laying Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per Specification, complete and as per directions of Engineer-in-Charge.				
10.1	40/50 mm compacted thickness with bitumen of grade VG-30 @ 5.5 % (percentage by weight of total mix) and lime filler @ 3% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100- -120 TPH Capacity.	800	Cum		
11	Providing and fixing Glow studs of size 100x20 mm made of heavy duty body shall be moulded ASA (Acrylic styrene Acryloretrite) or HIP (High impact polystyrene) or ABS having electronically welded micro- prismatic lens with abrasion resistant coating as approved by Engineer in charge. The glow stud shall support a load of 13635 kg tested in accordance with ASTM D4280. The slope of retro-reflective surface shall be 35 (+/-5) degress to base .The reflective panels on both sides with at least 12 cm of reflective area up each side. The luminance intensity should be as per the specification and shall be tested as described in ASTM I: 809 as recommended in BS: 873 part 4 : 1973.	2007	each		

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

	The studs shall be fixed to the Road surface using the adhesive conforming to IS, as per procedure recommended by the manufacturer complete and as per direction of Engineer-in-charge				
12	Manufacturing, supplying and fixing retro reflective sign boards made up of 2 mm thick aluminum sheet, face to be fully covered with high intensity encapsulated type heat activated retro reflective sheeting conforming to type - IV of ASTM-D 4956-01 in blue and silver white or other color combination including subject matter, message (bilingual), symbols and borders etc. as per IRC ; 67:2001, pasted on substrate by an adhesive backing which shall be activated by applying heat and pressure conforming to class -2 of ASTM-D-4956-01 and fixing the same with suitable sized aluminium alloy rivets @ 20 cm c/c to back support frame of M.S. angle iron of size 25x25x3 mm along with theft resistant measures, mounted and fixed with 2 Nos. M.S. angles of size 35x35x5 mm to a vertical post made up to M.S. Tee section ISMT 50x50x6 mm welded with base plate of size 100x100x5 mm at the bottom end and including making holes in pipes, angles flats, providing & fixing M.S. message plate of required size, steel work to be painted with two or more coats of synthetic enamel paint of required shade and of approved brand & manufacture over priming coat of zinc chromate yellow primer (vertical MS-Tee support to be painted in black and white colors).Backside of aluminum sheet to be painted with two or more coats of epoxy paint over and including appropriate priming coat including all leads and lifts etc. complete as per drawing , specification and direction of Engineer-in-charge.	56			
12.1	Mandatory/ Regulatory sign boards of 900 mm diameter with support length of 3750 mm	6	each		
12.2	Cautionary /warning sign boards of equilateral triangular shape having each side of 900 mm with support length of 3650 mm	6	each		
13	Manufacturing, supplying and fixing retro reflective overhead signage boards made up of 2 mm thick aluminum sheet, face to be fully covered with high intensity and encapsulated lens type heat activated retro reflective sheeting conforming to type - III of ASTM-D-4956-01 as approved by Engineer-in-charge, letters, borders etc. as per IRC : 67-2001 in silver white with blue color back ground and with high intensity grade, pasted on substrate by pressure sensitive adhesive backing which shall be activated by applying pressure conforming to class II of ASTM-D-4956-01 and fixing the same to the plate of structural frame work by means of suitable sized aluminum alloys, rivets or bolts & nuts @ 300 mm Centre to Centre all along the periphery as well as in two vertical rows along with theft	42	Sqm		

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

	resistant measures, including the cost of painting with two or more coats of epoxy paint in grey color on the back side of aluminum sheet Including appropriate priming coat. The rate includes the cost of rounding off the corners, lowering down the structural frame work From the gantry, fixing and erecting the same in position all complete. as per drawings, specification and direction of the engineer-in charge.(Structural frame work including M.S. plate to be provided Separately. Rectangular area of the sheet only shall be measured for Payment). Overhead informatory road signage				
14	Providing and applying 2.5 mm thick road marking strips (retroreflective) of specified shade/ color using hot thermoplastic material by fully/ semi-automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labor, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.	4200	Sqm		
15	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge.	200	Sqm		
16	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work	9600	Sqm		
17	12 mm cement plaster of mix : 1:6 (1 cement: 6 coarse sand)	100	Sqm		
18	Filling pot holes and Patch Repairs with Bituminous concrete up to 40mm. (Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat @ 0.50kg per Sqm of bitumen 80/100 grade , on the sides and base of excavation as per CPWD DSR-2021 item no. 16.30.2 and back filling the pot-holes with hot bituminous material as per CPWD DSR 2021 item no. 16.57.1 compacting, trimming and finishing the surface to form a smooth continuous surface smooth continuous all as per CWD specification	500	Sqm		
19	Milling of existing wearing course up to 50mm using fine milling drum and disposal of milled material incl. all leads with suitable place of disposal. The rate quoted	20000	Sqm		

Noida Toll Bridge Co. Ltd.

Corporate Off: Toll Plaza, DND Flyway, Noida-201301

CIN: L45101DL1996PLC315772

Repair and Maintenance work of Delhi Noida Direct Flyway during-2023-24

	shall be inclusive of the rebate for the salvage value of the milled material				
20	Recasting and placing in position 125 mm dia Bollards 600 mm high of required shape including providing M.S. Pipe Sleeve 50 mm dia 300 mm long in the Bollard and M.S. Pipes 40 mm dia and 450mm long with 150x150x6mm M.S. plate welded at bottom and embedded 150mm in cement concrete 1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources), including necessary excavation of size 250x250x450mm deep for the same in bitumen/concrete pavement at specified spacing	150	each		
21	Erection of metallic pole of above 8.00 m and up to 12 m in cement concrete (1:3:6) foundation including excavation and refilling etc. as required.	5	each		
22	Providing and laying micro surfacing course 6mm to 8mm thick as per MORTH section 514/including proportioning mechanized mixing as per the job mix formula confirming to MORTH table 500-33.1) Dry fine aggregate confirming to type-3 grading as per MORTH table 500-27.2). Polymer modified cationic slow setting bitumen, emulsion, as per MORTH table 500-32. (modified cationic slow setting bitumen emulsion should confirm to IS 8887:2004 3) Mineral filler confirming to MORTH specification para 514.3.3 4) Additive confirming to MORTH specification para 514.3.5 complete as per direction of Engineer-In charge and nothing extra shall be payable due to variation in job mix formula.	152200	Sqm		
	Total Amount				