

URGENT WORK OF PERIODIC OVERLAY OF TRICHY – DINDIGUL SECTION OF NH-45(NEW NH-83) FROM KM 334+000 TO KM 421+273 IN THE STATE OF TAMILNADU (TENDER NO. TDTRPL/TENDER/01 dated 18.01.2024)

TD Toll Road Private Limited
(Under Corporate Insolvency Resolution Process)

**NAME OF WORK: URGENT WORK OF PERIODIC OVERLAY OF TRICHY – DINDIGUL SECTION
OF NH-45(NEW NH-83) FROM KM 334+000 TO KM 421+273 IN THE STATE OF TAMILNADU**

(TENDER NO. TDTRPL/TENDER/01 dated 18.01.2024)

VOLUME -I

Mr.S.Rajendran,
Resolution Professional
In the matter of TD Toll Road Private Limited
2nd Floor, Hari Krupa,71/1,
Mc.Nicholas Road, (off Poonamallee High Road)
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(SECTION-I)

NOTICE INVITING TENDER

URGENT WORK OF PERIODIC OVERLAY OF TRICHY – DINDIGUL SECTION OF NH-45(NEW NH-83) FROM KM 334+000 TO KM 421+273 IN THE STATE OF TAMILNADU (TENDER NO. TDTRPL/TENDER/01 dated 18.01.2024)

Notice Inviting Tender

(National Competitive Bidding)

The Resolution Professional in the matter of TD Toll Road Private Limited hereby invites bids Through – electronic mode “from experienced firms / organizations (hereinafter referred to as the “Bidders”) to bid for the works detailed in the table as mentioned below from the eligible bidders, excluding those firms who have been declared as non-performing by NHA or the firms those are blacklisted/debarred for specified period by NHA.

S No	Section	NH No.	Length (in Km.)	State	Estimated Cost (Rs. Crores)
1	URGENT WORK OF PERIODIC OVERLAY OF TRICHY – DINDIGUL SECTION OF NH-45(NEW NH-83) FROM KM 334+000 TO KM 421+273 IN THE STATE OF TAMILNADU ON ITEM RATE BASIS.	45 (New NH-83)	87.273 Km	Tamil Nadu	106.29 Crores (including GST)

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

Bid Security (Rs. Crores)	Average Turn- over during last 3 years (Rs. Crores)	Work of similar nature during last 7 years (Rs. Crores)	Time for completion (days)
Rs. 2 crores along with Bid Security Declaration shall be furnished	Rs.150 Crores	Single work of Rs. 50 crores OR Two works of Rs. 75 crores OR Three works of Rs. 120 crores	6 Months (Excluding mobilization period of 45 days) with 3 years Defect Liability Period (DLP)

The currency of the contract shall be only in Indian Currency.

- i. Cost of Bid documents (Non-Refundable) : Rs. 1,00,000/- (Rupees One Lakh)
- ii. E-Tender Processing fee (Non-Refundable) : Nil

The Scope of Work includes Periodic Overlay of Trichy - Dindigul section from Km 334+000 to Km 421+273 of NH-45 (New NH-83) in the State of Tamil Nadu on Item Rate Basis and further detailed information regarding the scope of the work may be seen in the bid document.

The detailed tender document can be viewed /downloaded from the website

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(<http://cirptdtollroad.in>) from 18.01.2024 to 17.02.2024 (upto 17:00 Hrs IST).

The complete bid documents can be viewed/downloaded from the Portal (<http://cirptdtollroad.in>) free of cost. However, to participate in bidding, bidder has to pay non-refundable cost of tender document of Rs.1,00,000/- (Rupees one lac only) through Online Mode on or prior to last date & time of submission of bid documents.

The Payment Should be made to:

Particulars	Details
Name of Beneficiary	TD Toll Road Private Limited Operating Fund Sub-
Name of Bank	Canara Bank
Account No.	1903201010098
IFSC Code	CNRB0015550

The Bidder must submit the Copy of Receipt (Indicating Reference No./Transaction ID) towards payment of cost of Bid document.

The bid should be submitted by password protected electronic mail in cirp.tdtoll@gmail.com in the prescribed format. No other mode of submission is acceptable. However, Bidder must produce the originals of the Bid Security (EMD) viz., Bank Guarantee (along with SFMS Confirmation)/Demand Draft to this office on or before 19.02.2024. The financial bid of those bidders whose technical bid is found responsive shall be opened in video conference mode only.

The last date for submission of e-Bid is 17.02.2024 up to 17.00 Hrs IST (as mentioned on the above mentioned only) ("Bid Due Date"). The bids would be opened on 20.02.2024 at 11.30 Hrs IST through video conferencing mode at **2nd Floor, Hari Krupa, 71/1, Mc. Nicholas Road, (off Poonamallee High Road), Chetpet, Chennai – 600 031**. Representatives (maximum of two) of the bidders may attend (the necessary link will be provided), the online opening of the bids, on the date and time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only on receipt of scanned copy of the letter of authority on the letterhead of the bidder in advance.

Key Dates for download/view/submission/opening of bid.

Availability of Bid Documents (last date & time of sale of Bid documents):	At:- http://cirptdtollroad.in From 18.01.2024 at (11.00 Hrs. IST) To 17.02.2024 at (17.00 Hrs. IST)
Last date & time of submission of e-Bids (Bid due date):	Upto 17.02.2024 at 17.00 Hrs. IST
Last date & time of submission of originals of earnest money deposit, bid cost receipt and Power attorney (if applicable) in physical form:	Upto 19.02.2024 at 17.00 Hrs. IST

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The date & time of opening of bid online:	20.02.2024, at (11.30 Hrs.) at 2 nd Floor, Hari Krupa, 71/1, Mc. Nicholas Road, (off Poonamallee High Road), Chetpet, Chennai – 600 031
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1. It is clarified that, the bidders have to submit the bid by password protected electronic mail in cirp.tdtoll@gmail.com along the details of cost of bid document, on or before the last date & time of sale of bid documents mentioned above, otherwise, it will not be possible to consider bids which are received after the Bid due date i.e. 17.02.2024 at (17.00 Hrs. IST).
2. Submission of the Bids after the Bid Due date and time shall not be permitted. Time being displayed on our website (<http://cirptdtollroad.in>) shall be final and binding on Bidder. Bids are required to be submitted by Bidders, only as per the Standard Time and not the time as per their location/ country.
3. The Bidders are advised to submit their Bids well before the Bid Due Date. The Employer shall not be responsible for any delay in submission of Bids for any reason. The Resolution Professional reserves the right to accept or reject any or all Bids without assigning any reason thereof. In case of any dispute, decision of the RP shall be final and binding upon the parties
4. For any clarification, the office of the undersigned may be contacted.

Mr. S. Rajendran,
Resolution Professional
In the matter of TD Toll Road Private Limited
2nd Floor, Hari Krupa, 71/1,
Mc. Nicholas Road, (off Poonamallee High Road)
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(SECTION-II)

Scope of work

URGENT WORK OF PERIODIC OVERLAY OF TRICHY – DINDIGUL SECTION OF NH-45(NEW NH-83) FROM KM 334+000 TO KM 421+273 IN THE STATE OF TAMILNADU (TENDER NO. TDTRPL/TENDER/01 dated 18.01.2024)

SCOPE OF WORK

S.no	Description
1	Kindly refer to the BOQ abstract of periodical overlay of Trichy – Dindigul section from Km 334+000 to Km 421+273 of NH-45 (New NH-83) in the State of Tamil Nadu to be complete in all respect as per approval of Engineer in Charge (Abstract of BOQ excel sheet enclosed)

Note: The construction material used for construction shall be tested as per MoRTH Specification in presence of Engineer - in - charge and Third Party - NABL Certified Laboratory. Prior to use of construction material the necessary Source approval shall be obtained from the Engineer-in-charge.

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Trichy Dindigul Project - Overlay Work - BOQ - Abstract

Sl. No	Description	Unit	Rate (Rs)	OverLay work		Remarks
				Quantity	Amount (Rs)	
1	Milling the existing bituminous surface complete as directed by engineer.	Sqm		402,500	-	
2	Providing Tack Coat using bituminous emulsion on bituminous surface all complete as per Technical Specification Clause 503.	Sqm		1,803,240	-	
3	Providing & laying Bituminous Concrete wearing course using modified bitumen obtained from oil refineries complete as per Technical Specification Clause 509 & 521. (Grading-II) Type of Bitumen – CRMB 55 / VG40	Cum		70,487	-	
4	Pavement marking with hot applied thermoplastic paints conforming to ASTM D36/BS-3262 (Part-I) as per drawing & Technical Specification Clause 803.	Sqm		85,538	-	
5	Construction of Earthen shoulder satisfying the requirements of minimum soaked CBR values as indicated in the Specifications with approved material with all leads & lifts all completed as per Technical Specification Clause 305	Cum		33,063	-	
6	Painting with synthetic enamel paint on crash barrier, kerb at curve location and junction etc. complete as per technical specification and as directed by Engineer.	Sqm		69,793	-	
7	Providing and fixing Road side reflective road stud 100mm X 100mm as per technical specifications. (Make: 3M)	Nos		51,500	-	
8	Providing and fixing of Solar LED reflective studs (Make: 3M / Tata BP)	Nos		2,500	-	
	Total Amount =				-	
	Add GST 18% for Road Works =				-	
	Grand Total =				-	
	Total Amount (incl GST) in Rs Cr				-	

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(SECTION-III)

Conditions of Contract

URGENT WORK OF PERIODIC OVERLAY OF TRICHY – DINDIGUL SECTION OF NH-45(NEW NH-83) FROM KM 334+000 TO KM 421+273 IN THE STATE OF TAMILNADU (TENDER NO. TDTRPL/TENDER/01 dated 18.01.2024)

CONDITIONS OF CONTRACT

Table of Clauses:

1. Priority of Documents	25. Contract Closure
2. Scope of Work	26. Electronic Payment
3. Qualified Contractor	27. Insurance
4. Employer	28. Resource based Planning
5. Owner	29. Site Mobilization
6. Project	30. Demobilization
7. Engineer In Charge	31. Codes and Standards
8. Effective Date	32. Health, Safety and Environment
9. Notice To Proceed	33. Standard Quality Plan
10. Completion Time along with Milestone	34. Progress Report including Photograph
11. Defects Liability Period	35. Fortnightly / Monthly Progress Report
12. Price Basis and Quantity Variation	36. Treasure, Trove, Fossils & Materials having archaeological interest and / or value obtained from excavation
13. Rate of Extra Item	37. Inspection Procedure
14. Bid Validity	38. Statutory Obligations
15. Terms of Payment	39. Quality Control Requirement
16. Bank Guarantee	40. Standard method of measurement
17. Liquidated Damages	41. Arbitration
18. Tax Registration	42. Termination
19. GST	43. Trade Test
20. Tax Invoice submission procedure, certification and E-invoicing	44. Quality of Equipment's/ Personnel
21. Power to withhold payment by Employer	45. Unforeseeable Sub-surface Condition
22. Work Completion	46. Claims, Disputes with Owner
23. Rectification, Correction & Replacement of faulty / damaged work	
24. Remedy for Contractors Default	

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Special Conditions of Contract

1. Priority of Documents:

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Employer, who shall thereupon issue to the Contractor, instructions thereon. In such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- 1.1. SAP Work Order duly signed by Contractor within 3 Working Days from receipt of Work Order.
- 1.2. Price Schedule.
- 1.3. Special Condition of Contract.
- 1.4. Technical specification and Tender Drawing.
- 1.5. Erection Conditions of Contract.
- 1.6. General Conditions to the Contract (GCC).

2. Scope of Work:

The Scope of Work shall be as specified in the Technical Specifications and quantified in the complete Bill of Quantities, Schedule of items and RFC Drawings. All necessary Tools & Plant (T&P), materials and manpower required for the scope of Work are in the scope of the Contractor.

All materials shall be confirming to relevant IS codes, Quality plan and must be acceptable to Owner (NHAI).

3. Qualified Contractor:

Contractor means the Qualified Agency / Contractor (M/s) through bidding process finalized to execute the proposed periodic overlay works under this Contract.

4. Employer:

Employer means TD Toll Road Private Limited represented by the Resolution Professional.

5. Owner:

Owner Means [National Highways Authority of India (NHAI)]

6. Project:

Project shall mean the “Periodic Maintenance (MMR work) along TRICHY – DINDIGUL SECTION FROM KM 334+000 TO KM 421+273 IN THE STATE OF TAMILNADU”

7. Engineer in Charge (EIC):

EIC is the person / employee / Employer Representative appointed by Employer.

8. Effective Date:

The date of issuance of Work Order/ Contract will be considered as Effective Date of Contract.

9. Letter of Acceptance and Notice to Proceed

The qualified Contractor shall submit Letter of Acceptance within 3 days of issuance of the Contract. Notice to Proceed (NTP) will be issued to the qualified Contractor within 7 days of awarding the Contract.

10. Completion Time along with Milestone:

The project work shall be completed within 6 months (excluding mobilization period of 45 days) from the date of issuance of NTP. The qualified Contractor shall provide Work Programme within 7 days of NTP.

11. Defect Liability Period:

Defect Liability Period is 3 years from the date of Completion of the Contract.

12. Price Basis and Quantity Variation

12.1 Contract Value mentioned shall be fixed and firm for the duration of the Contract plus 12 months beyond scheduled completion period.

12.2 The unit rate / unit price of the items mentioned shall remain valid for the variation in quantities up to (+/-) 25% of total Contract Value. However, individual quantities may vary upto any extent.

12.3 In case of quantity variation beyond above limit, the unit rates shall be mutually negotiated for adjustment.

12.4 Contractor will execute any quantity beyond complete BOQ limit or extra items only after written approval from the Employer.

13. Rate of Extra Item

Rate for all the extra items shall be mutually negotiated and fixed on the basis of cost of materials, consumables, labour and T&P expenses plus overhead expenses and profit upto maximum 10%. The unit rate/unit price fixation shall be including GST, duty, cess, charges, local levies & etc.

14. Bid Validity

14.1 Bids shall remain valid for a period of 120 days after the bid submission due date. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

14.2 Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified

14.3 Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

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15. Terms of Payment

The payment shall be released on fulfilment of all conditions given below,

- i) Signed and duly stamped Work Order/Contract by Contractor within 5 working days from date of submission of Work Order / Contract.
- ii) Submission of Contract Performance Bank Guarantee of 5% of the Contract Value within 15 days from date of receipt of NTP letter from Employer.
- iii) Site mobilization including mobilization of Tools and Plant (T & P) as agreed for execution of Works and making site office functional, which shall be certified by Employer's / Owner's Engineer In charge.
- iv) Submission of L2 Network (execution schedule), resource deployment schedule and quality Plan.

Sr. No.	Payment terms	Conditions Precedent
a)	95% on Pro-rata running payment basis (To be billed on a monthly basis)	<ol style="list-style-type: none"> i) Completion of Works to the standard described in the Specifications and to the satisfaction of the Employer / Engineer In Charge / Independent Engineer. ii) Submission of Monthly Progress Report, Tax Invoice / E-invoice along with all necessary documents, reconciliation statements and accepted measurement sheets. iii) Certification of Tax Invoice / E-invoice along with attachments by Engineer in Charge. iv) Certification by Engineer in Charge for achieving Mile stone.
b)	Retention Amount - 5% to be deducted from each Running Account bills (RA bills), maximum 5% of Order value.	<ol style="list-style-type: none"> i) Retention Money will be released on completion of Work.

Note:

- i. In case of inspection of equipment/materials at Contractor Works, prior to dispatch, the intimation regarding readiness of Materials for inspection should be sent two weeks in advance.
- ii. All payment shall be due after 30 days after the submission of certified bills and along with all relevant documents for the work.
- iii. In case the work is suspended/Hold at any stretch by Employer, then the Retention amount

accumulated in RA Bills will be released and additional cost for mobilization - demobilization shall be mutually discussed and negotiated on the actual basis.

16. Bank Guarantee

Performance Bank Guarantee (PBG) for 5% of the Contract Value has to be submitted within 15 days of Issue of Notice to Proceed. The PBG shall be valid till 90 days beyond the end of Defect Liability Period (DLP) of 3 years. In case there is a delay in submission of PBG, the Bid Security amount of Rs. 2 Crores shall be realized by invoking the Bank Guarantee (if given by deposit, the same will be withheld) and the remaining amount shall be deducted from first running account bill towards the PBG.

17. Liquidated Damages

- 17.1 Liquidated Damages for delay in Completion. Due to any delay in the completion of the work as per the agreed schedule under this Contract, the Contractor shall be liable to pay to Employer, for the reasons attributable to the Contractor, a Liquidated Damages and not as penalty, a sum at the rate of 0.25% of the Contract Value per each week of delay or part thereof by which delay has occurred, subject to a maximum of 5% of the Contract Value.
- 17.2 The Liquidated Damages shall not in any way relieve the Contractor from any of its obligations to complete the Work or from any other obligations and liabilities of the Contractor under the Contract
- 17.3 Notwithstanding the above, in the event the Contractor fails to complete the package as per the schedule; and delays the Employer Handing Over of the plant / Structure / unit(s) up to a period for which the Liquidated Damages for time delay becomes more than 5% of the Contract Value, then the Employer at his sole discretion, shall be entitled to treat the failure as an act of default by the Contractor and same shall entitle the Employer to terminate the Contract and get the Work done by some other agency, at the Risk & Cost of Contractor
- 17.4 Employer shall issue notice to Contractor in writing before recommending any Risk & Cost to Contractor. The Contractor shall immediately provide an action plan to make good of any balance Work/deficient Work within seven (07) days of receiving such notice. Any non response by the Contractor to the Risk and Cost proposal of the Employer or failure to provide an action plan shall be deemed as acceptance of the Risk and Cost proposal by the Contractor
- 17.5 In case of Contractor completing all the Works under this Contract within the agreed Contractual schedule, amount of Liquidated Damages withheld for delay in completion of the intermediate milestones will be refundable
- 17.6 The total Liquidated Damages payable by the Contractor on account of any or all of the above shall be subject to a maximum of 10% of Contract Value

18. Tax Registration

Contractor shall obtain registration under GST Laws. All Tax Invoice / E-invoices, royalty challans (wherever applicable) shall be submitted to the Employer in due course of time. GST paid challans are to be provided to the Employer for each running bill after Certified Amount of first/previous running bill.

19. GST

19.1 The Employer shall have right to issue revised Work Order/s in the event of any Change in Law including changes in tax laws impacting details such as quantity, mode of delivery, price, etc.

19.2 In the event that a Change in Law, including but not limited to the Goods and Services Tax (GST), occurs during the term of the Contract, which results in any benefit to the Contractors, the Contractors shall be bound to pass on such benefit arising out of the Change in Law to the Employer.

19.3 In the event that a Change in Law, including but not limited to the GST, occurs during the term of the Contract, which results in any benefit to the sub-Contractors, the Contractor shall be bound to pass on such benefit arising out of the Change in Law to the Employer.

19.4 Contractor must submit HSN and / or SAC for all the items incorporated under the Contract. HSN and / or SAC Codes must be mandatorily mentioned in the Invoice.

20. Tax Invoice submission procedure, certification and E-invoicing

20.1 Tax Invoice / E-invoice shall be submitted to the Engineer In charge for certification. Contractor must pay due attention of submission of Tax Invoice / E-invoice along with relevant Documents to EIC.

20.2 Tax Invoice / E-invoice shall be certified by EIC after verifying relevant original Documents submitted by Contractor. If original Document associated with Tax Invoice / E-invoice is misplaced or lost during transit or for any genuine reason(s) attributable to Contractor, the reason(s) should be informed to EIC / Employer in writing in stipulated period as instructed by EIC / Employer. A true certified document with an indemnity bond or bank guarantee must be submitted in the format provided by the Employer as the case may be and as decided by Authorized Person or Site Finance / Head of Finance at Head Office.

20.3 Incomplete Tax Invoice / E-invoice will not be considered for processing of payments in terms of the Contract. Any dispute regarding Tax Invoice / E-invoice submission and or associated relevant Documents if any, GCC shall be referred to resolve the Dispute. Employer reserves right to recover payable amount or part of Tax Invoice/ E-invoice from available financial security or dues with the Employer.

20.4 Contractor shall be paid after certification of Tax Invoice /E-invoice along with associated relevant Document(s) by the EIC & Site finance within 15-20 days from date of submission of Tax Invoice / E-invoice along with associated relevant Document(s) by Contractor.

20.5 Provisions regarding E-invoicing under GST Laws

The GST Council has approved the Introduction of e-Invoicing, applicable to specified categories of persons, in a phased manner starting from 1st October 2020. Accordingly, we have outlined hereunder a brief communication in relation to E-invoicing provisions:

A summary of key aspects is mentioned below for your ease of reference:

1. E-invoicing will be applicable for every taxpayer having aggregate turnover more than INR 500 Crore.
2. E-Invoice will be authenticated electronically in Invoice registration portal (IRP).
3. Notified taxpayers would need to submit specified details on the Invoice Registration Portal (IRP) and obtain a unique IRN (Invoice Reference Number) and QR (Quick Response) code against each and every E-invoice generated through IRP. The IRN and QR codes MUST be reflected on the face of the E-invoice.
4. IRN once generated, can be cancelled within 24 hours of its generation.
5. Once the E-invoice is cancelled the same E-invoice number cannot be used again to generate another IRN.
6. Without IRN and QR Code on the face of the E-invoice, the said invoice will be treated as invalid and the recipient would not be eligible to avail input tax credit on such invalid invoice.

In light of the above, it is imperative that:

1. E-invoices are raised with correct and valid Goods and Services Tax Identification Number (GSTIN) details.
2. Only active GSTIN are accepted in IRP for IRN and QR code generation, thus, in case status of your GSTIN is cancelled or is inactive at the time of issuance of E-invoice, GSTIN will get rejected by IRP portal.
3. Share the correct GSTIN with Reliance Group for updation in our records so that E-invoices, if any, are raised correctly.
4. Contractor shall be held responsible for Reliance Group for any financial loss on account of input tax credit due to non compliant of E-invoicing under GST Laws.
5. E-invoice once generated through IRP, revision or amendment will not be possible. However, if there is any correction required, it has to be addressed \ accounted through valid debit and credit notes by Parties as per GST Laws.

In view of the above, if the Contractor whose aggregate turnover exceeds INR 500 Crore during the previous financial year(s), has not complied with the E-invoicing provisions introduced under GST law from the effective date as mentioned aforesaid, Reliance Group of companies would not be entitled to avail any credit against such invalid Tax Invoice.

Given the above, Contractor must determine the applicability of E-invoicing provisions. In the

event, the aggregate turnover of Contractor for all units / its companies using the same PAN card number exceeds INR 500 Crore, raise E-invoice bearing IRN and QR code.

In the event the aggregate turnover of Contractors company does not exceed INR 500 Crore, the following disclosure / declaration on the Tax Invoice raised by Contractor on the Reliance Group:

The aggregate turnover of the [name of Contractor] does not exceed INR 500 Crore and therefore, the [name of Contractor] is not liable to comply with the E-invoicing provisions under the GST law.

Furthermore, with effect from 1st October 2020, Employer will process the payments for Tax Invoice raised by Contractor only if

(a) the said Tax Invoice is in compliance with all the requisite provisions outlined as per E-invoicing under the GST law OR (b) the said Tax Invoice contains the above-mentioned declaration assuring the Employer that Contractor is not liable to comply with the E-invoicing provisions under the GST law.

Moreover, if Employer suffers any loss on account of any non-compliance under GST Laws due to reasons attributable to the Contractor, the Employer would be entitled to recover the losses or damages along with the applicable GST rates, if any, from Contractor.

The Employer will not be held liable / responsible for any financial loss (including loss of credit), refund or any other benefit which is denied or delayed or any interest or penal charge which is imposed owing to any non-compliance at Contractors end.

21. Power to withhold payment by Employer

21.1 Employer shall have power to withhold payment of Tax Invoice / E-invoice in full or in parts for the reason of non compliance of major Contract terms and conditions such as quality of work, progress of work etc as per the discretion of Engineer In Charge.

21.2 Such withholding of payment neither relieve the Contractor to execute the Work with due diligence and speed, nor entitle Contractor to claim any interest, loss of anticipated profit, etc there on.

21.3 All the compliances to be done by the Contractor before next Tax Invoice / E-invoice and hold amount to be released. In case Contractor is not able to do the compliance before next Tax Invoice / E-invoice such hold amount shall be released as and when such compliances are fulfilled to the satisfaction of Employer.

21.4 If the Work is not performed in strict accordance with the Contract ,or if the Work of any other Contract between the Contractor herein and the Employer is not performed in strict accordance with its terms ,or if the Employer has a claim against the Contractor herein for any other reason whatsoever ,or if any claim ,just or unjust (including claims for wrongful death and for injuries to person property), which arises out of the performance of Work is made against the Employer, the Employer shall have the right to withhold out of any payment, final or otherwise, such sums as the Employer may deem ample to protect it against delays or loss or to assure the payment of such claims.

21.5 Deduction of Defective Work as Alternative to Requiring Corrections: If the Employer deems it inexpedient to require the Contractor to Correct Work damaged or not done in accordance with the Contract, an equitable deduction from the Contract Value shall be made by agreement between the Contractor and Employer. In the event of failure of said parties to reach an agreement, the amount to be so deducted shall be settled in accordance with the procedure hereinafter provided for the settlement of disputes. Until such settlement, the Employer may withhold such sum as it deems just and reasonable from monies, if any, due the Contractor.

22. Work Completion

The Contractor has to intimate in writing to the Employer about the completion of activities for necessary inspection of Employer for certification.

Joint protocol to be signed off by Contractor and EIC on completion of intermediate milestone.

Date of signing of protocol will be treated as date of completion of Work.

23. Rectification, Correction & Replacement of faulty / damaged work

The Employer may reject defective or unsatisfactory Work or materials. The Contractor shall proceed immediately with the correction of rejected, defective, or unsatisfactory workmanship or materials and shall have all objectionable materials and defective Work removed from the site (or any place used or storing materials for use on the Work) and replaced.

24. Remedy for Contractor Default

In case the quality of Works performed by the Contractor is found to be not meeting the requirements of the Contract, then the Employer / Owner shall have the right to demolish such construction Work and get it re-executed at the risk and cost of the Contractor. In case the Contractor is not able to perform as per the time schedule and other requirements of the Contract, then, the Employer / Owner, upon giving a notice of 7 (seven) days to the Contractor, can get the Works rectified / completed by some other agency, at the risk and cost of the Contractor.

25. Contract Closure

Employer shall Communicate to the Contractor to initiate Contract Closure after submission of final Running Bill. Contract shall be closed on completion of following formalities such as,

25.1 Reconciliation of Running Bill: The date of submission, verifications, certification, payment made toward statutory provisions GST and any other dues etc. The reconciliation is in format provided by Employer under this Article. Payment reconciliation Running Bill wise shall be made with the Contractor periodically. Under terms and condition of this Contract, the Contractor shall accept debit note upon Communication by the Employer. Reconciliation of FIM. If any discrepancies arise, both Parties reconcile in reasonable time. Employer reserves rights to recover any deficiencies in FIM from due amount to Contractor under this Agreement or any other Agreement with the Contractor.

25.2 Certification from Contractor regarding payment of dues;

- i. Sub-Contractors timely and without any Dispute.
- ii. Payment of statutory dues toward Provident Funds, wages & etc., as per Applicable Laws.
- iii. Payment to its Manpower: It shall be made in cashless mode. Payment documents shall be submitted to the Employer along with Running Bill.

25.3 'No demand' certificate to be issued by the Contractor in a format to be provided by the employer.

25.4 Indemnity Bond in format appended herein.

25.5 Submission of valid Bank Guarantee (BG) by Contractor as suggested by Employer. The appropriate format of such BG shall be furnished by Employer.

25.6 Final payment shall be released on successful completion of all documents mentioned above and submission to Employer timely

25.7 Bank Guarantees shall be released and return to Contractor on successful completion of Contract Closure to the satisfaction of Employer and as per BG release procedure and policy of Employer.

25.8 Contractor to get the Contract Closure Certificate from the Authorised Person of Employer.

25.9 Contractor shall coordinate with Employer's finance deptt to provide all requisite documents, records and reconciliation in timely manner to expedite Contract Closure. The above formalities are subject to changes in Applicable Laws prevalent at time of Closure of Contract. The Contractor shall abide by the changes in formalities of Contract Closure.

26. Electronic Payment

Contract shall provide the Bank Name, Branch, account number, IFSC/ECS code and all other relevant details to the Company. The Employer shall effect all payments to such Bank account of the Contractor as provided by the Contractor and shall provide payment advice to the Contractor.

27. Insurance

27.1 Contractor shall take at his own cost necessary Insurance policy. Please note that the insurance policies shall be taken in consultation with the Employer, where Employer is to be named as Co-insured and a copy of the insurance policy shall have to be furnished to Employer within 30 days of the date of Work Order.

27.2 For all the insurance policies (whether taken by the Employer or Contractor), the Contractor shall be responsible for settlement of claims with the underwriters without any liability on the Employer / Employer and will arrange replacements / rectification expeditiously without waiting for settlement of insurance claim, at Contractors own cost and this shall arrange the comprehensive Insurance policy for workmen's compensation, General liability Insurance, Automobile insurance, Third party insurance for damage of any movable and immovable properties and lives. This shall not entitle the Contractor for any extension of time.

27.3 The Contractor, at his own cost, shall take necessary insurance to indemnify third party risk arising out of the Work to be done by him. The Contractor shall also take out the following Public Liability and Property Damage Liability Insurance Cover for the entire period of Contract as given below.

27.4 Public Liability and Property Damage Liability Insurance Covering all Operations the Contract Limits for bodily injury or death up to and including Rs. 2,00,000/- (Rupees Two Lakhs) for one person and Rs. 5,00,000/- (Rupees Five Lakhs) for each accident. Limits for property damage up to and including Rs. 5,00,000/- (Rupees Five Lakhs) for each accident.

27.5 Automobile Liability Insurance

On all self propelled vehicles used in connection with this Contract, whether owned, non-owned or hired by the Contractor, limits of insurance shall be as follows:

For Public Liability up to and including Rs. 2,00,000/- (Rupees Two Lakhs) for one person and Rs. 5,00,000/- (Rupees Five Lakhs) for each accident.

For property damage up to and including Rs. 2,00,000/- (Rupees Two Lakhs) for each accident. Insurance for Contractors personnel

The Contractor shall effect and maintain insurance against Liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractors personnel.

28. Resource based Planning

Bidder shall submit deployment plan for the T&P and Manpower and Staff List required for the project for Employer review and approval along with Techno- Commercial Offer.

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Trade test Each labour shall go through the trade test by the Contractor before deployment and get specific approval of the Employer to accept / reject the skill level of the worker.

Quality Assurance Plan (QAP): Bidders to submit QAP / Final Quality Plans (FQPs) for the complete Scope of Work along with Techno- Commercial Offer for Employer review and approval. Works to be executed as per approved QAP.

List of Minimum field quality lab items to be provided by bidder along with Techno-Commercial Offer.

PPE items to be deployed to be submitted by the bidder along with Techno-Commercial.

Note:

i. Contractor is to provide list of plant & machineries to be deployed for their Scope of Work.

ii. If the actual requirement of plant & machineries exceeds those listed during tendering (min required at the time of deployment) the same shall be deployed for the execution of the Work within the time schedule and as may be required under the Contract by Employer at no extra cost to Employer.

The Contractors Plants and Equipments shall be of first class standard, fit for purpose and shall comply with the requirements of any statute, statutory regulation or direction of anybody having jurisdiction in the matter relating to the maintenance, use, operation or safety features of the same. In the event that the Engineer-in-Charge considers any of the Contractors Materials Plant and Equipment to be dangerous or in contravention of any said statute, statutory regulation or direction and if the Engineer-in-Charge for that reason directs that the same shall be removed from the Site and replaced with an alternative, the Contractor shall at his cost comply with such direction notwithstanding that the Engineer-in-Charge may previously have approved the same.

29. Site Mobilization

29.1 Contractor shall commence the Work immediately as per Annexure A.

29.2 Contractor shall submit deployment plan for the T&P and Manpower required for the project. If the Contractor is not able to deploy the required T&P, manpower & construction materials, Employer, at its sole discretion, may opt to arrange the same on behalf of Contractor and an amount of cost plus 20% shall be deducted from any amount due or becoming due to the Contractor.

29.3 The Contractor shall submit a construction plan / Method Statement for the Scope of Work under the Contract as decided in Kick-off-meeting

The construction /erection techniques strategy to be employed.

i. Resource planning & Resource Based planning.

ii. Deployment of construction/erection equipment/ machinery

(Tools & Plants). Actual deployment will be mutually agreed between Employer / Owner & Contractor.

iii. Deployment of manpower of specific trade and requisite skill

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Actual deployment will be mutually agreed between Employer / Owner & Contractor.

iv. Deployment of field Quality Lab Equipment

v. Deployment of PPE items as per Safety Requirements

vi. Sequencing of construction and erection to avoid

accumulation/under- utilisation of resource & to achieve better progress.

vii. Action plan for completing critical Work.

viii. Trade test Each labour shall go through the trade test by the Contractor before deployment and get specific approval by the Employer / owner to accept/ reject the skill level of the worker

29.4 Quality Assurance Plan: Contractor to submit QAP / FQP for the complete scope of civil Works within 01 weeks of issue of NTP for Employers / Owners Approval. Works to be executed as per approved QAP.

29.5 Minimum field quality lab items / equipments shall be discussed and agreed during kick-off meeting

29.6 Minimum PPE items to be deployed at Project shall be discussed and agreed during kick-off meeting

29.7 Schedule of Work to be performed shall be as per implementation schedule (to be finalized during kick-off meeting).

The Network so finalized shall also be used for the purpose of Contract execution, monitoring progress of Work, payments and operation of all other terms and conditions of the Contract strictly.

The Schedules shall be reviewed periodically with the Employer /Owner to ensure that the completion dates for different milestones will be met and to institute all corrective steps such as mobilising additional resources in terms of labour, materials, equipment, tools and plant, night work etc. at no extra cost to the Employer / Owner to achieve any accelerated progress at any time to the extent required to adhere to the completion dates. The Employer / Owner reserves the right to revise the Work schedule at his discretion in order to ensure completion date and to suit the project requirements and such alterations shall not entitle the Contractor to any extra payment.

30. Demobilization

30.1 Prior to Handing over, the Contractor shall remove all the belonging from the site on written approval of the Employer / Owner,

30.2 Surplus Materials and Equipment: any surplus materials and equipment not required in connection with the performance of the Contractors obligations after completion of Work, provided that before doing so it shall offer such materials and equipment (including rolling stock) for sale to the Employer / Owner at a price to be agreed.

30.3 Debris, Rubbish etc. so as to take all practical measures to prevent damage to the site or any other property on or near the Site or Work area. As soon as reasonably practicable, but in any event prior to handing over, the Contractor shall remove or dispose of in accordance with applicable laws all such rubbish, debris, etc. and all Contractors Equipment, supplies, materials and wastes brought or produced by the Contractor on the Site.

30.4 Labour and Hutments: Labour and work men engaged by the Contractor for the Works along with their hutments, sheds and dwellings, notwithstanding the foregoing, the Contractor shall be responsible for the removal of all its temporary structures built at site.

31. Codes and Standards

All required codes and standard detailed in the specifications are to be adhered to. The plant equipment material and Works shall be completely furnished in all the respects in accordance with the technical specification as per the acceptable codes & standards.

32. Health, Safety and Environment

This condition establishes the Health, Safety and Environment (HSE) management requirements to be complied with by the Contractor during construction phase.

(Note: Post award of Contract further details will be disclosed with qualified Contractor)

33. Standard Quality Plan

The Contractor shall submit SQP for design, manufacture, inspection, testing, packing, forwarding, storage at site, transportation & handling at site, construction, erection, testing & commissioning including shop painting and final painting) as per applicable provisions of Technical Specifications for review and approval of engineer in charge / employer within 14 days of issuance of NTP mentioning the name of person responsible for implementing the same at site.

34. Progress Report including Photograph

34.1 During the various stages of erection and commissioning of the critical equipments in the pursuance of the Contract, the Contractor shall at its own cost submit periodic progress reports as may be reasonably required by the Employer with such materials as charts, net works, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Employer and shall be submitted in adequate number of copies to be notified by the Employer

34.2 The quantitative progress report of the Works by reference to the project schedule in sufficient detail should permit the Employer to assess performance, plan witness dates and evaluate forecasts, including reports on key Sub-Contracts (as applicable). Within 10 days of the submission of each such report and at such other times as the Employer may reasonably request, the Contractor and the Employer shall meet to discuss progress. Contractor has to submit daily manpower, T&P, & work done report. Weekly MIS is required to be submitted by Contractor, at the end of each weekday (On Every Monday). Each monthly progress report shall be submitted not later than the 3rd day of the month following that in respect of which it is made,

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but may report on actual progress only up to the 25th day of the month and anticipated progress thereafter. Monthly progress reports shall include the following section

34.2.1 Executive summary

34.2.2 Description of the Work and services performed and erection / commissioning activities completed during the preceding month

34.2.3 Necessary photographs of erection and commissioning activities which shall be taken when and where indicated by the Employer. Photographs shall be approximately 100 x 125 mm in size including a margin of 5 mm side for fixing. Adequate numbers of photographs shall be submitted indicating various stages of erection / commissioning. Each photograph shall contain the date, the name of the Contractor and the title of the view taken

34.2.4 Updated project schedule showing progress to the end of the month (as percentages completed of the Contractor's activities broken down into significant elements of the Works), and the current schedule of activities and the targets for the next month including catch up plan, if required.

34.2.5 Identification of areas with foreseeable problems which in the opinion of the Contractor may affect the project schedule

34.2.6 Such other information and supporting documentation as the Employer may require satisfying himself about the timely erection and commissioning of equipment as per Contract.

34.2.7 The Employer shall advise the Contractor about the number of copies of progress reports and, where relevant, photographs to be submitted each month together with the names and addresses of persons to whom they are to be sent. Employer will also advise the Contractor regarding the format of the Monthly Progress report.

34.2.8 Contractor shall submit to the Engineer-in-Charge on a daily basis details of Contractors and Sub-Contractors personnel (classified by trade), equipment and construction materials on Site; progress of Work under the Contract; and safety issues.

35. Fortnightly / Monthly Progress Report

35.1 Project Overview

35.1.1 Executive Summary

i. Performance Highlights during the period

ii. Issues needing Attention

35.1.2 Schedule Analysis

i. Progress Curves: Attach Engineering progress curve, procurement progress curve, Erection & commissioning curve and overall progress curve Schedule Analysis

ii. Brief write up on major gains and shortfall in each schedule. iii. One page summary schedule indicating target and forecast delivery dates of major equipment.

iv. Overview of critical inputs to be provided by Contractor to Employer and vice versa.

35.1.3 Critical areas/ issues needing attention

Bring out any critical issue that needs attention/action of project team including Contractor, Employer & its Consultants.

Suggest action required from concerned on the critical issues and impact of the decision on project schedule & cost (if any). Bring out specifically the previous agreed date for issue of deliverable /deliverable/delivery of equipment or a decision on the issue.

35.1.4 Recovery Plan:

Bring out the areas that are delayed by over 2 weeks from the schedule or current requirement. Provide action taken for recovery of schedule and meet the delivery dates.

35.1.5 Engineering Progress

- i. Major highlights during the month.
- ii. Goals for next month
- iii. Updated project schedule 12 weeks rolling plan. Target Vs Actual/ Forecast
- iv. Detailed schedule analysis
- v. Critical areas and action taken recovery plan.
- vi. List of inputs required from Contractor to Employer and vice versa Plan Vs Actual.
- vii. Plan for next month

35.1.6 Procurement Schedule

- i. Major highlights during the month
- ii. Updated detailed manufacturing and delivery schedule. 12 weeks rolling plan. Target Vs Actual/ Forecast
- iii. Detailed delivery report Indicate list of all material supplied and plan for next 3 months as annexure.
- iv. Critical areas, Impact of delays, action taken and recovery plan
- v. List of purchase orders placed, with Contractor name, order no., and date
- vi. Transport & logistics Plan
- vii. QA & Inspection plan
- viii. Plan for next month

35.1.7 Erection & Commissioning Schedule

- i. Major highlights during the month.
- ii. Updated detailed erection schedule. 12 weeks rolling plan. Target Vs Actual/ Forecast.
- iii. Resource mobilization plan Vs Actual, Constraints.
- iv. Critical areas, Constraints, Impact of delays, action taken and recovery plan.
- v. QA & Inspection plan.
- vi. Plan for next month.

35.1.8 Financial Summary

Invoice raised, Payments received.

35.1.9 Fortnightly Progress Report

The fortnightly progress report shall consist of executive summary, critical areas and updated project schedule. Contractor shall submit the progress report latest by 3rd day of every month.

35.2 Meetings at Site

i. Meetings shall be convened weekly or at other intervals as deemed necessary by the Engineer-in-Charge during the period of Work under the Contract and such meetings shall be held on Site during the period of Site work. The meetings shall be attended by the Senior Representatives of both Employer and the Contractor.

ii. The meetings shall ascertain Work progress, safety issues, any problems related to manpower, equipment or Site conditions, and provide early notice of any potential claims for Contract

variations. Meetings shall be minutes by the Employer Representative / Engineer-in-Charge. Copies of the minutes shall be supplied to attendees and a standard list of addressees and the Employer.

35.3 Review Meeting:

The Contractor has to attend weekly review meeting at site level and bi-monthly review meeting at corporate level. MIS and Resources planning shall be prepared and monitored showing progress and quantity completion along with S-curve.

35.4 Contract Performance Feedback and Evaluation System

The Employer has in place an established Contractor Performance and feedback system against which the Contractors performance during the execution of the Contract shall be evaluated on continuous basis at regular intervals. In case the performance of Contractor is found unsatisfactory on any of the following four parameters, the Contractor shall be considered ineligible for participating in future tenders for a period as may be decided by the Employer.

- i. Financial status
- ii. Project execution and project management capability
- iii. Engineering and QA capability
- iv. Claims and disputes.

36. Treasure, Trove, Fossils & Materials having archaeological interest and / or value obtained from excavation

All fossils, coins, treasures, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be absolute property of Government of India and Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer-in-charge of

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Employer with such discovery and carry out the Engineer-in-charge's directions as to the disposal of such articles or things.

37. Inspection Procedure

- i) Inspection activities will be carried out as per applicable provisions of Technical Specifications.
- ii) Only after having obtained satisfactory results of internal inspection and ensuring that all reference documents such as purchase specifications, drawings and approved QAPs for the purpose of inspection are approved by the Employer, the Contractor shall call the Employer's representative for inspection in line with requirements of the bidding documents. At the time of inspection, the Contractor shall make all the above documents readily available at the place of manufacturing / sub-Contractor's / sub-Contractors Works where the inspection is to be carried out by the Inspector.
- iii) To facilitate advance planning of inspection in addition to giving inspection notice, the Contractor shall furnish quarterly inspection programme indicating schedule dates of inspection at "Customer Hold Point" and final inspection stage. Updated quarterly inspection plans shall be made for each three consecutive months and shall be furnished before beginning of each calendar month.
- iv) All inspection, measuring and test equipment used by Contractor shall be calibrated periodically depending on its use and criticality of the test / measurement to be done. The Contractor shall maintain all the relevant records of periodic calibration and instrument identification, and shall produce the same for inspection by Employer. Wherever asked specifically, the Contractor shall re-calibrate the measuring / test equipments in the presence of Employer.

38. Statutory Obligations

Contractor shall be responsible and shall comply with the provision of all the statutory Acts applicable. You shall take all steps as may be necessary to comply with various Acts, Rules, including but not limited to The Child Labour (Prohibition & Regulation) Act, 1986, The Contract Labour (Regulation & Abolition) Act, 1970. The Employees Pension scheme, The Employees Provident Funds and miscellaneous provisions Act, 1952, The Employees state Insurance Act, 1948, The Equal Remuneration Act, The Industrial Dispute Act, 1947, The Maternity Benefit Act, 1961, The Minimum Wages Act, 1948, The payment of Bonus Act, 1965, The Payment of Gratuity Act, 1972, The Payment of wages Act, 1936, The Shops & Establishment Act, The Workmen Compensation Act, 1923, Building and Other Construction Workers (Employment and

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Regulations) Act 1996, Building and Other Construction Workers (Cess) Act 1996, The Employers Liability Act, 1938, Indian Electricity Act, 2003 and Indian Electricity Rules, GST Laws etc., as applicable from time to time.

Contractor would also be responsible for payment of wages to workmen / labour through electronic transfer to the individual bank accounts of the labour and workmen deployed by the Contractor. The Contractor shall also arrange to provide ATM cards to such labour and workmen deployed by Contractor

39. Quality Control Requirement

39.1 The Works shall be carried out to the standards and quality control requirement all as specified in the technical specifications

39.2 The Contractor shall appoint a qualified Civil Quality Control Engineer at site before starting execution activities.

39.3 The Contractor shall establish a civil quality lab equipped with minimum necessary equipments or as directed by Engineer-in-Charge.

40. Standard method of measurement

All measurements shall be carried out as per IS 1200 and/or latest publication unless otherwise specified in BOQ.

41. Arbitration

41.1 Procedure for Claims

- a) If the Contractor intends to claim any additional payment in addition to the Contract Value on the occurrence of any event entitling the Contractor to any additional payment, the Contractor shall give notice to the Employer as soon as possible and in any event within ten (10) days of the start of the event giving rise to the claim.
- b) The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Employer. Without admitting the Employer's liability, the Employer shall, on receipt of such notice, inspect such records and may instruct the Contractor to produce and maintain further contemporary records. The Contractor shall permit the Employer to inspect all such records, and shall submit copies to the Employer on request.

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- c) Thirty (30) days of such notice, or such other time as may be agreed by the Employer, the Contractor shall send to the Employer an account, giving detailed particulars of the amount and basis of the claim.
- d) Where the event giving rise to the claim has a continuing effect, such amount shall be considered as interim. The Contractor shall then, at such intervals as the Employer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the Employer, the Contractor shall send a final account within thirty (30) days of the end of the effects resulting from the event.
- e) If the Contractor fails to comply with this Article 12.1, the Contractor shall not be entitled to claim any additional payment.
- f) Notwithstanding anything contained in the Contract, the Employer shall not be liable for any claim for any matter, arising out of or in connection with the Contract or the performance of the Works, unless the Contractor shall have given a notice to the Employer in respect thereof, in writing, within sixty (60) days from the date of Final Taking Over Certificate. It is clarified for the avoidance of doubt for any such claim under this Article 41.1(f), the Contractor shall still be required to comply with the procedure set out under Article 41.1(a) to 41.1(d).

41.2 Payment for Claims

The Contractor shall be entitled to additional costs as the Employer considers due, after taking approval from the Employer. If the Documents or information supplied by Contractor as requested by Employer clearly in support of claim are insufficient to substantiate the whole of the claim, the Contractor shall be entitled for payment for such part of the claim as agreed by the Employer.

41.3 No legal action till Dispute settlement procedure is exhausted

Any Dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the Contract shall be settled in accordance with the provisions of Article 41 (other than Article 41.1 and 41.2). No action at Law concerning or arising out of any such Dispute, differences or controversy shall be commenced unless and until all applicable Dispute resolution procedures set out in Article 41 (other than Article 41.1 and 41.2) shall have been finally exhausted in relation to that Dispute, difference or controversy.

41.4 Notice of Dispute

For the purpose of Article 41, a "Dispute" shall be deemed to arise when one Party serves on the other Party a notice in writing (hereinafter called a "Notice of Dispute") stating the

nature of the Dispute, differences or controversy provided that no such notice shall be served later than sixty (60) days after the date of issue of Final Taking Over Certificate by the Employer.

41.5 Two Stages for Dispute Resolution

Disputes shall be settled through two stages

A. Adjudication; and

B. Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time) and in accordance with this Article 41.

41.6 Adjudication

(a) If any Dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the performance of the Contract whether during the progress of the Supplies or after their completion and whether before or after the termination, abandonment or breach of the Contract the parties shall seek to resolve any such Dispute or difference by mutual consultation. If the parties fail to resolve such a Dispute or difference by mutual consultation, then the Dispute shall be referred in writing by either party to the sole Adjudicator (to be appointed by the Employer within 30 days of receiving request from Contractor in writing) with a copy to the other Party.

(b) The Adjudicator shall give its decision in writing to both parties within Ninety (90) days of a Dispute being referred to. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by the Employer or the Contractor within One Hundred and Twenty (120) days of such reference, the decision shall become final and binding upon the Employer and Contractor. Any decision that has become final and binding shall be implemented by Parties forthwith.

41.7 Arbitration

If the efforts to resolve all or any of the Dispute, differences or controversy through adjudication fails, then such Disputes or differences, whatsoever arising between the Parties, arising out of or relating to performance of the Contract or the breach thereof shall be referred to arbitration in accordance with the following provisions.

(a) Matters to be arbitrated upon shall be referred to the sole arbitrator. The sole arbitrator shall be appointed by the Employer within a period of Thirty (30) days from the date of receipt of written notice / demand of appointment of Arbitrator from either Party.

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- (b)** The arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time) and the venue of Arbitration shall be Chennai. The language of proceedings, Documents and communication shall be English.
- (c)** The award of the sole arbitrator shall be binding on the Parties
- (d)** Any arbitral award made in accordance with this provision shall be conclusive and binding on the Parties.

41.8 Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest or charges or taxes or cess shall be payable on whole or any part of the money for any period, until the date on which the award is made.

41.9 Cost of Arbitration

The cost of arbitration shall be borne by the respective Parties equally when awarded by Arbitrator.

41.10 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the courts at Chennai shall have exclusive jurisdiction.

41.11 Suspension of Work on Account of Arbitration

The reference to negotiation/arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Employer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. In no event shall the Contractor be entitled to suspend the Execution of the Works or part of the Works to which the Dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

41.12 Claims or Disputes with Owner

Contractor will not make any claim or raise any Dispute before the Owner. All the claims / Disputes if any shall be raised before the Employer only which shall be settled as per relevant provisions in the Contract. The Contractor is not allowed to make any claim or Dispute, if any, against Owner before any forum/court. Contractor to provide undertaking in Annexure 10 as set out herein.

42. Termination

42.1 Termination by Employer for Convenience

The Employer shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time by giving a written notice to the Contractor. The Contract shall stand terminated on receipt of such notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination and to the operation of the provisions of Article 42.

42.2 Conditions Leading to termination of Contract

42.2.1 Upon occurrence of any one or more of the following events committed by the Contractor, the Employer may without prejudice to any other right which it may have under the Contract, issue a notice intending to terminate of the Contract ("Employer's Preliminary Notice"):

- a) Commits a material breach of its obligations under the Contract ;or
- b) Abandons or repudiates the Contract or suspends the execution of the Works during the subsistence of any Dispute under the Contract, whether or not such Dispute is being resolved under the Dispute resolution provisions of this Contract under Article 18; or
- c) Without Reasonable Excuse acceptable to the Employer's Representative, fails to commence the Works or Variation in accordance with the Contract; or
- d) Fails to adhere to the Employer's Requirements and/or Variations in terms of the Contract; or
- e) Sub Contracts whole of the Works or Sub Contract without the approval of the Employer or assigns the Contract without approval of the Employer; or
- f) A petition for the winding up of the Contractor has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Contractor has been made by a Court of competent jurisdiction, except voluntary liquidation for the purpose of amalgamation or reconstruction with the prior written consent of the Employer to the extent possible. Provided always that as part of any such amalgamation or reconstruction, the property, assets and undertakings of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the

Contractor under the Contract and any Sub Contracts and further that:

- i. The amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under the Contract and any Sub Contracts;
 - ii. The amalgamated or reconstructed entity has the financial standing to perform its obligations under the Contract and the Sub Contracts and has a credit worthiness at least as good as that of the Contractor as at the date of signing of the Contract; and
 - iii. Each of the Sub Contracts remain in full force and effect; or
- g) Persistently disregards instructions of the Employer's Representative or contravenes any provisions of the Contract; or
 - h) Fails to achieve Time of Completion or any extension of time granted for the completion of the Works to the Contractor in accordance with the Contract; or
 - i) Gives any warranty or has made any representation under the Contract which is found to be false or misleading; or
 - j) Creates any encumbrance on the Site or part thereof in favour of any person save as otherwise expressly permitted under this Agreement; or
 - k) Abandons the Site; or
 - l) Suffers an attachment levied on any of the assets located or comprised in the Site, causing a material adverse effect of the Works and such attachment has continued for a period exceeding ninety (90) days; or
 - m) Fails to adhere to the Works Programme by margin of five percent (5%) of the stipulated period or thirty (30) days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole of the Works or part thereof within time because of poor record of progress; or
 - n) Fails to remove Materials from the Site, or pull down and replace the Works, after receiving notice from the Employer's Representative to the effect that the said Materials or Works have been condemned or rejected; or
 - o) Fails to take steps to employ competent and/or additional staff and labour; or
 - p) Fails to afford the Employer's Representative or his representative proper facilities for inspecting the Works or any part thereof; or
 - q) Indulges in corrupt or fraudulent practices; or
 - r) Admits in writing of its failure or inability to pay debts as they become due; or
 - s) Fails to furnish or renew the Performance Bank Guarantee and/or Advance Bank Guarantees; or

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- t) Commit default under any Applicable Laws; or
- u) The Contractor has failed to resume work in accordance with this Contract; or
- v) Fails to obtain and/or maintain insurance in accordance with its obligations under the Contract; or
- w) The Contractor's liability for Liquidated Damages under the Contract exceeds the maximum limit as specified in the Contract and the default or defect (committed by the Contractor) for which Liquidated Damages are/were charged continues to exist.

42.2.2 If the Contractor fails to remedy or rectify the default stated in the Employer's Preliminary Notice within twenty one (21) days of receipt of the Preliminary Notice, the Employer shall be entitled to terminate the Contract by issuing a termination notice (but without thereby releasing the Contractor from any of its obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Employer's Representative under the Contract up to the date of termination).

However, in case of events specified in Article 42.2.1 (b), (f) and (r) the Employer shall be entitled to immediately terminate the Contract without giving any Employer's Preliminary Notice. Notwithstanding anything in the Contract, if the Contractor suspends the execution of the Works during the subsistence of any Dispute under the Contract, whether or not such Dispute is being resolved under the Dispute resolution provisions of this Contract under Article 18, the Employer shall be entitled to continue the execution of the Works through any third party at the sole cost and risk of the Contractor.

42.2.3 After termination of the Contract under Article 42.2.2, the Employer may complete the Works and/or arrange for other entities to do so at the risk and cost of the Contractor.

42.2.4 Upon termination of the Contract under Article 42.2.2, the Employer shall also be entitled to:

- a) Call the whole or such portion of the Performance Bank Guarantee amount as the Employer may consider fit; and
- b) Recover from the Contractor the cost of carrying out the balance Works in excess of the sum which the Contractor would have been paid according to the certificate of the Employer's Representative, if the works had been carried out and completed by the Contractor under the terms of the Contract. Such certificate shall be final and binding upon the Contractor. The amount to be

recovered may be deducted by the Employer from any monies then due or which, at any time thereafter, may become due to the Contractor alone or jointly under this or any other Contract or otherwise. Any amount outstanding to the Employer under this Article 42.2.4 shall be recovered from the Contractor as debt due.

42.3 Valuation at the date of Termination

The Employer's Representative shall, as soon as possible after termination determine and inform the Contractor of the value of the Contractor's Documents, Plant, Materials, Contractor's Equipment and Works and all sums then due to the Contractor as at the date of termination.

42.4 Payment after Termination

After termination under Article 42.1 or 42.2.2, the Employer shall not be liable to make any further payments to the Contractor until the costs of design, manufacture, supply, construction, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been determined and the Employer shall use its best efforts to ensure that such determination and payment is completed at the earliest.

42.5 Non-exercise of power not to constitute waiver

Provided always that in case any of the rights and powers conferred upon the Employer by Article 42.2.1 or 42.2.2 above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.

42.6 Default of Employer

42.6.1 The Contractor shall issue a notice intending termination of the Contract and setting out the default ("Contractor's Preliminary Notice"), upon occurrence of any one or more of the following events:

- a) Failing to pay the Contractor, without reasonable cause, the amount due under any certificate of the Employer's Representative within ninety (90) days after the expiry of the time provided in terms of Contract Value and payment terms within which payment has to be made, subject to any deduction that the Employer is entitled to make under the Contract, or
- b) A petition for the winding up of the Employer has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Employer has been made by a Court of

competent jurisdiction, except for the purpose of amalgamation or reconstruction. Any act, default, omission caused or contributed by the Contractor in relation to any of the provisions of the Contract shall be construed as a "reasonable cause" for the purposes of Article 42.6.

42.6.2 If the Employer fails to remedy or rectify the default or propose steps reasonably acceptable to the Contractor within ninety (90) days of receipt of Contractor's Preliminary Notice, the Contractor may terminate the Contract after issue of fourteen (14) days notice to the Employer with a copy to the Employer's Representative. In case of termination of the Contract under this Article 51.6.2, the Contractor shall be compensated in terms of provisions of Article 42.3 plus the amount of any direct loss which the Contractor may have suffered in consequence of termination. The decision of the Employer's Representative in this regard shall be final.

42.6.3 Upon termination of the Contract under Article 42.6.2 the Employer shall return the Performance Bank Guarantee.

42.7 Mutual Termination

Each Party shall have the right to terminate the Contract by giving a notice to the other Party, if the Notice to Proceed has not been issued by the Employer within six (6) months of the execution of the Contract.

42.8 Upon Termination

Upon termination of the Contract for any reason whatsoever, the Contractor shall to the extent instructed by the Employer's Representative:

- a) Cease all further work and the Contractor shall carry out works for the sole purpose of securing, preserving and protecting that part of the Works already executed and any work required to leave the Site and the Works in a clean and safe condition; (b) remove all the Contractor's Equipment and Temporary Works and all other things from the Site whether or not they were for incorporation into the Works;
- b) Remove any debris or rubbish and clean the Site;
- c) The termination or transfer of any Sub Contracts and Contracts (including those for the hire of plant, services and insurance) entered into by the Contractor for the purposes of or in connection with the execution of the Works;
- d) Repatriate the Contractor's and Sub Contractor's personnel from any part of the Site;
- e) Deliver to the Employer all drawings showing all work carried out since the commencement of the Works;
- f) Deliver to the Employer all Documents relating to the Works which are for the time being under the control of the Contractor;

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- g) Deliver all Contractor's Documents and the Drawings and Designs made by or on behalf of it in relation to the execution of the Works;
- h) Transfer all the warranties on Plant and Materials in favour of the Employer for the balance warranty and extend requisite cooperation as may be required; or
- i) Any other matter arising out of the Contract with regard to which the Employer's Representative (whose decision on the matter shall be final and conclusive) decides that directions are necessary or expedient.

42.9 Termination of Contract on death:

42.9.1 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership / Joint Venture concern and one of the partners die or abscond then unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Employer shall be entitled to terminate or cancel the Contract as to its incomplete part without the Employer being in any way liable to pay any Liquidated Damages to the Contractor, of the deceased Contractor and/or the surviving partners of the Contractor's firm on account of the cancellation of the Contract.

42.9.2 The decision of the Employer that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the Parties.

42.9.3 In the event of such cancellation, the Employer shall not hold the deceased Contractor liable for damages for not completing the Contract. The Employer shall have right to get Liquidated Damages in full or part from the existing Contractor \ surviving partner of Contractor's firm.

43. Trade Test

Each labour shall go through the trade test by the Contractor before deployment and get specific approval of the Employer /owner to accept / reject the skill level of the worker.

44. Quality of Equipment's/ Personnel

Contractor to provide good shuttering materials, proper trained manpower, earthwork machinery, Diesel or electrically operated Concrete mixers, safety equipments, quality and planning Engineer in Charge as per our approved quality plan.

45. Unforeseeable Sub-surface Condition

45.1 Notwithstanding anything contained elsewhere in the Contract, if during the execution stage, the Contractor encounters on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen by the Contractor on the basis of reasonable examination of the data relating to the Site (including any

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data as to soil investigation tests) provide technical criteria specified in the Technical specification by Employer / Owner and of information which the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Site, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional costs and expense or require additional time to perform its obligations under the Contract which would not be required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing work or using materials or construction equipment, notify the Employer / Owner in writing of:

- i. The physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen; and
- ii. The work and/or materials and/or construction equipment required including the steps, which the Contractor will or proposes to take to overcome such conditions or obstructions;
- iii. The extent of the anticipated delay; and
- iv. The additional cost and expense, which the Contractor is likely to incur.

45.2 Any additional cost and expense incurred by the Contractor to overcome such physical conditions or artificial obstructions referred above shall be borne by the Contractor.

45.3 If the Contractor is delayed or impeded in the performance of the Contract due to any such physical conditions or artificial obstructions referred above, the time for completion shall be extended after mutual discussions with the Employer / Owner.

46. Claims, Disputes with Owner

Contractor will not make any claim or raise any dispute before the Owner. All the claims / disputes if any shall be raised before the Employer only which shall be settled as per relevant provisions in the Contract. The Contractor is not allowed to make any claim or dispute, if any, against Owner before any forum/court.

The Contractor shall indemnify the Employer by submitting the undertaking as per prescribed Format.

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Formats

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FORM OF BANK GUARANTEE FOR BID SECURITY

WHEREAS

(Name of the tenderer) (hereinafter called the Tenderer) wishes to submit his tender for maintenance work of NH-45 (NEW NH-83) (from km 334+000 to km 421+273) in the state of Tamil Nadu herein after called "the tender" KNOW ALL MEN by these present that we____(Name of Bank) of ____ (hereinafter called the 'Bank') are bound unto the TD Toll Road Private Limited (hereinafter called "the Employer") in the sum of the Rs. ____ (Rupees ____) for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day ____ of ____ and undertake to pay the amount of ____ Rs. ____ to the employer upon receipt of his first written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

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

Or

(ii) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity.

(a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

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

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

This guarantee shall also be operatable at our **Canara Bank branch at Panchkula/Chandigarh**, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The guarantor/ bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of TD Toll Road Private Limited.

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The details are as following:

Particulars	Details
Name of Beneficiary	TD Toll Road Private Limited Operating Fund Sub-Account
Name of Bank	Canara Bank
Account No.	1903201010098
IFSC Code	CNRB0015550

Signed and Delivered by Bank By the hand of
Mr./Ms....., its and authorized official.

(Signature of the Authorized Signatory)(Official-Seal)

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 200 _____

at **WITNESS**

_____(signature)(Signature)

(Name)

(Name)

(Official Address) Designation (with Bank stamp) Attorney as per Power of Attorney No. _____ Dated _____

Strike out, whichever is not applicable

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank issues the "Bank Guarantee"

Note: - The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign Commercial Bank acceptable to client for Foreign consultant which counter guarantee from Nationalized Bank. Bank Guarantee furnished by Foreign Consultants shall be confirmed by any Nationalized Bank of India.

Format for Performance Bank Guarantee

(To be executed on a Non-Judicial Stamp Paper of appropriate value)

This Guarantee made at this [____] day of [] 2024

1. WHEREAS M/s. TD Toll Road Private Limited, a Company within the meaning of the Companies Act, 1956 having its Registered Office at hereinafter referred to as the “Employer”, (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Employer has entered into a Contract for (Please specify the nature of Contract here) vide Contract No. dated (hereinafter referred to as the “Contract”) with M/s. (hereinafter referred to as “the Contractor”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) for providing Goods and/or services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per Article ____ of Special conditions of Contract/GCC, the Contractor is obliged to provide to the Employer an unconditional bank Guarantee for an amount equivalent to percent (____%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [1 pl. specify the name of Bank) having its head/registered office at [] through its branch in ____ (pl. specify the name of Branch through which B.G is issued) hereinafter referred to as “the Bank”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Employer granting the Contractor the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Employer any amount so demanded (by way of one or more claims) not exceeding in the aggregate Rs. (Rupees Only) without any demur, reservation, contest or protest and/or without reference to the Contractor and without the Employer needing to provide or show to the Bank, grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Employer to invoke this Guarantee shall be binding on the Bank irrespective of whether the Contractor has performed its obligations under the Contract and irrespective of events of act of God or force majeure such as pandemic or epidemic in particular. The Bank acknowledges that any such demand by the Employer of the amounts payable by the Bank to the Employer shall be final, binding and conclusive evidence in respect of the amounts payable by the Contractor to the Employer. Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and the Contractor or any Dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
6. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Contractor

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notwithstanding any other security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

7. The Bank hereby waives the necessity for the Employer first demanding the aforesaid amounts or any part thereof from the Contractor before making payment to the Employer and further also waives any right the Bank may have of first requiring the Employer to use its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Employer to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Employer that the Employer shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to
 - i) vary and/or modify any of the terms and conditions of the Contract;
 - ii) forebear or enforce any of the rights exercisable by the Employer against the Contractor under the terms and conditions of the Contract; or
 - iii) extend and/or postpone the time for performance of the obligations of the Contractor under the Contract;
 and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Employer or any indulgence shown by the Employer to the Contractor or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
10. This Guarantee shall be a continuing bank Guarantee and shall not be discharged by any change in the constitution or composition of the Contractor, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, re-organisation, dissolution or insolvency of the Contractor or any of them or any other circumstances whatsoever.
11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Employer to secure the performance of the obligations of the Contractor under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to (insert an amount equal to Five percent (5%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on DD\MM\YYYY (the "Expiry Date") or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry. Any claim/demand shall be made by the Employer within one (01) year from the Expiry Date of this Guarantee that is, on or before DD/MM/YYYY (the "Claim Period").
13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Employer and agrees that any change in the constitution of the Bank or the Contractor shall not discharge its liability hereunder.

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15. Employer may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.
16. Bank agrees not to refuse complying with the demand made by the Employer under the Guarantee and to honor the invocation of this Guarantee by the Employer even under force majeure events such as pandemic or epidemic in particular considering the unconditional nature of the Guarantee. Should the Guarantee expires at time of presentation or payment under this Guarantee due to force majeure events, the Guarantee shall be deemed to be automatically extended by another thirty (30) days from the date on which it would have otherwise expired and bank shall as soon as practicable inform in writing to the Employer regarding extension of the said bank Guarantee. A demand made under this Guarantee presented before the occurrence of force majeure event like pandemic or epidemic and not paid to the Employer because of such force majeure event shall be paid immediately when force majeure event ceases or bank branch from where this Guarantee has issued started operating whichever is earlier.
17. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of (pl. specify the city) , India.

Dated this day of 2024 at ...

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

Format for Advance Bank Guarantee

(To be executed on a Non-Judicial Stamp Paper of appropriate value)

This Guarantee made at this [___] day of [] 20XX

1. WHEREAS M/s. (Pl specify the name of the Company), a Company incorporated under Indian Laws having its Registered Office at hereinafter referred to as the “Employer”, (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns).
2. AND WHEREAS the Employer has entered into a Contract for (Please specify the nature of Contract here) vide Contract No. dated (hereinafter referred to as the “Contract”) with Mr/s. (hereinafter referred to as “the Contractor”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) for providing of the Goods and/or services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS in conformity with the provisions of Article _____ of Special conditions of Contract/GCC, the Contractor has agreed to furnish a Bank Guarantee for an amount equivalent to the Advance Payment of Rs. (Rupees Only) extended by the Employer to the Contractor for the faithful execution of the Contract.
4. AND WHEREAS the Contractor has agreed to provide the Employer and the Employer has agreed to accept the Advance Bank Guarantee for percent (%) of the total Contract Value from [] (pl. specify the name of Bank) having its head/registered office at [] through its branch in (pl. specify the name of Branch through which B.G is issued) hereinafter referred to as “the Bank”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
5. NOW THEREFORE, in consideration inter alia of the Employer granting the Contractor the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Employer any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.].....)in words) without any demur, reservation, contest or protest and/or without reference to the Contractor and without the Employer needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.
6. The decision of the Employer to invoke this Guarantee shall be binding on the Bank irrespective of whether the Contractor has performed its obligations under the Contract and irrespective of events of act of God or force majeure such as pandemic or epidemic in particular. The Bank acknowledges that any such demand by the Employer of the amounts payable by the Bank to the Employer shall be final, binding and conclusive evidence in respect of the amounts payable by the Contractor to the Employer. Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and the Contractor or any Dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
7. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Contractor notwithstanding any other security or other guarantee that the Employer may have in relation to the Contractor's liabilities.
8. The Bank hereby waives the necessity for the Employer first demanding the aforesaid amounts or any part thereof from the Contractor before making payment to the Employer and further also waives any right the Bank may have of first requiring the Employer to use its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
9. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Employer to timely pay or perform any of its obligations under the Contract.
10. The Bank further unconditionally and unequivocally agrees with the Employer that the Employer shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
 - i. vary and/or modify any of the terms and conditions of the Contract;
 - ii. forebear or enforce any of the rights exercisable by the Employer against the Contractor under

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the terms and conditions of the Contract; or and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Employer or any indulgence shown by the Employer to the Contractor or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

11. This Guarantee shall not be discharged by any change in the constitution or composition of the Contractor, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganisation, dissolution or insolvency of the Contractor or any of them or any other circumstances whatsoever.
12. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Employer to secure the obligations of the Contractor under the Contract.
13. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to (insert an amount equal to ____ percent (____%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on DD/MM/YYYY (the "Expiry Date") or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry. Any claim/demand shall be made by the Employer within one (01) year from the Expiry Date of this Guarantee that is, on or before DD/MM/YYYY (the "Claim Period").
14. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
15. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Employer and agrees that any change in the constitution of the Bank or the Contractor shall not discharge our liability hereunder.
16. Employer may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.
17. Bank agrees not to refuse complying with the demand made by the Employer under the Guarantee and to honor the invocation of this Guarantee by the Employer even under force majeure events such as pandemic or epidemic in particular considering the unconditional nature of the Guarantee. Should the Guarantee expires at time of presentation or payment under this Guarantee due to force majeure events, the Guarantee shall be deemed to be automatically extended by another thirty (30) days from the date on which it would have otherwise expired and bank shall as soon as practicable inform in writing to the Employer regarding extension of the said bank Guarantee. A demand made under this Guarantee presented before the occurrence of force majeure event like pandemic or epidemic and not paid to the Employer because of such force majeure event shall be paid immediately when force majeure event ceases or bank branch from where this Guarantee has issued started operating which ever is earlier.
18. This Guarantee shall be governed by the Laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of (pl. specify the city) , India.

Dated this day of 20X at ...

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

URGENT WORK OF PERIODIC OVERLAY OF TRICHY – DINDIGUL SECTION OF NH-45(NEW NH-83) FROM KM 334+000 TO KM 421+273 IN THE STATE OF TAMILNADU (TENDER NO. TDTRPL/TENDER/01 dated 18.01.2024)

Format for Claim and Dispute with Owner

(Undertaking on valid stamp paper of Rs. 100)

"An undertaking in the following format shall be submitted by Contractor to Employer" Name Of work. In connection with above Work, , (the Employer has/is engaging , as Contractor. For this, the terms and conditions of Contract/Agreement includes necessary provisions for resolution of Dispute if any arising between Employer and the Contractor. It is confirmed by the Contractor that any claim/Dispute arising out of the Work(s) shall be resolved in terms of the Contract/Agreement and shall not be raised before Owner and also undertakes not to make Owner a party before any forum/court for resolution/ adjudication of Disputes arising out of any default or any alleged breach of contractual obligation by the Employer.

Contractor also indemnifies Owner from any and every claim that may arise from performance of this Contract.

Authorised Signatory _____

Name _____

Date _____

SEAL OF COMPANY ISSUE THIS UNDERTAKING [_____]

Note : It is mandatory that Contractor to provide true certified copy of Power of Attorney along with this undertaking.

URGENT WORK OF PERIODIC OVERLAY OF TRICHY – DINDIGUL SECTION OF NH-45(NEW NH-83) FROM KM 334+000 TO KM 421+273 IN THE STATE OF TAMILNADU (TENDER NO. TDTRPL/TENDER/01 dated 18.01.2024)

AFFIDAVIT

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

To be notarized by Notary